



City of Enid  
401 W. Owen K. Garriott Road  
Enid, Oklahoma 73701  
580-234-0400

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BOARD OF COMMISSIONERS

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NOTICE OF MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 17th day of July, 2018, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JULY 3, 2018.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. UPDATE FROM MIKE COOPER.
6. ADMINISTRATION.
  1. CONSIDER A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$2,500,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

2. **CONSIDER APPROVAL OF AMENDMENT 14 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 2013 CEC CORPORATION (FORMERLY COBB ENGINEERING) TO PROVIDE FAA GRANT ADMINISTRATION FOR THE CONSTRUCTION OF THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT IN THE AMOUNT OF \$8,400.00 AND AUTHORIZE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
3. **CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE AND ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN UPDATES TO NORTH CLEVELAND STREET, BURLINGTON NORTHERN SANTA FE RAILROAD TO WILLOW ROAD, GARFIELD COUNTY, PROJECT NO. R-1803A AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
4. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY," CHAPTER 5, "GENERAL OFFENSES," ARTICLE H, SECTION 5-5H-1 "DRUGS AND RELATED SUBSTANCES" TO REMOVE UNNECESSARY DEFINITIONS, REVISE THE DEFINITION FOR MARIJUANA; LOWER THE FINE FOR POSSESSION OF MARIJUANA; AND REMOVE DRUG PARAPHERNALIA OFFENSES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.**
7. **CONSENT.**
  1. **ACCEPT UTILITY EASEMENT WITH HARRISON COURT, LP FOR BENEFIT OF THE PUBLIC AND THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA.**
  2. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE TO SERVICE THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA.**
  3. **AWARD CONTRACT TO RSM DEVELOPMENT INC OF EDMOND, OK TO CONSTRUCT THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT IN THE AMOUNT OF \$2,382,469.00 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
  4. **APPROVE COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL #1136 FOR FISCAL YEARS 2018 THROUGH 2020.**
  5. **APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND FOP LODGE #144 FOR FISCAL YEARS 2018 THROUGH 2020.**
  6. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,617,127.98.**
8. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
9. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
10. **ENID MUNICIPAL AUTHORITY REGULAR MEETING.**

1. **CONSIDER A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY AND AUTHORIZING A TRANSFER OUT TO THE AIRPORT FUND IN THE AMOUNT OF \$1,350,000.00.**
2. **CONSIDER A RESOLUTION AUTHORIZING SUBMISSION OF LETTER OF INTEREST TO ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR FUNDING THROUGH THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM.**
3. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$57,773.54.**
11. **ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
12. **TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
13. **ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
  1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,210.78.**
14. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
15. **PUBLIC COMMENTS.**
16. **ADJOURN.**

**City Commission Meeting**

**4.**

**Meeting Date:** 07/17/2018

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JULY 3, 2018.**

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**Attachments**

Minutes

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MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 3RD DAY OF JULY 2018

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 3rd day of July 2018, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2017 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 2nd day of July 2018.

-MAYOR AND BOARD OF COMMISSIONERS-

Mayor Shewey called the meeting to order with the following members present and absent:

PRESENT: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Accounting Manager Jennifer Smith, Director of Engineering Services Christopher Gdanski, Public Utilities Director Louis Mintz, Planning Assistant Karla Ruther, Police Captain Bryan Skaggs, Assistant Fire Chief Bill Burkhart, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Lee Gentile.

\*\*\*\*\*

Commissioner Derwin Norwood, Jr. gave the Invocation, and Commissioner Jonathan Waddell led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Pankonin and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of June 19, 2018, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

\*\*\*\*\*

Animal Control Officer Gene Robertson presented a 4 ½ to 5-month-old male German Shepherd available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

Motion was made by Commissioner Janzen to approve an exemption from the sign ordinance for Fairway Outdoor Advertising billboard at Garriott and Oakwood to allow the conversion to a digital face pursuant to 11-13-9 (D).

Mr. Gilbert noted this item allowed Fairway Outdoor to convert a billboard at Garriott and Oakwood to a digital face. Simultaneously, this provided for Fairway Outdoor removing the billboard at Lahoma Courts, at the corner of Garriott and Cleveland, and reduce the number of billboards in the City by one. The benefit was that this provided an opportunity to remove that billboard, in case of potential development at that location.

City Attorney Carol Lahman noted that the exemption was a separate item than the agreement, but if the exemption was not approved, the agreement would not be entered into.

Mr. Ryan Zaloudik, Real Estate Manager for Fairway Outdoor, provided a brief presentation regarding the removal and conversion agreement. He explained that Fairway would remove the existing billboard at the corner of Garriott and Cleveland. He noted that since the City had purchased the property at this location, Fairway was currently a tenant on the land that the City owned. He also explained that he

had met with City staff, in order to determine how Fairway could help the City reach their goals with the development of the property, which consisted of the removal of the billboard at the location.

He explained that the guidelines for the conversion of the billboard at Garriott and Oakwood met the Oklahoma Department of Transportation standards for digital signage, as well as Federal requirements. The messages changed instantaneously, each ad was displayed not less than six seconds, there were no moving parts, the LED adjusted to ambient light conditions, and the LED would not exceed .3 footcandles of ambient light.

The removal would take place at the time of the digital conversion, which was estimated to be completed ninety to one hundred twenty days from execution of the agreement, and the west face of the billboard at Garriott and Oakwood would be converted.

Mr. Zaloudik noted some positive aspects of digital billboards included the ability to partner with law enforcement for Amber Alerts, the FBI, and U.S. Marshall's Service for messages. They also donated space for public service space for national and local causes. Digital billboards had also been used to issue warnings and post disaster information for such things as gas leaks, tornados, and wildfires.

It was noted that the billboard size was approximately 12' x 32', and the content would be uploaded by an artist in the Oklahoma City office.

Brief discussion was held regarding the purpose to grant exemption, public purpose and economic development, and billboards in the City, including the Vance Billboards.

Mr. Zaloudik expressed an understanding for the need for billboard regulation, and that having too many billboards were bad for business. He added that billboards were a low-cost way for merchants to advertise their businesses, an opportunity for local businesses to advertise without spending or wasting a lot of money, and marketing to local traffic and local people.

Motion to approve an exemption was seconded by Commissioner Wilson, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: Commissioner Ezzell.

\*\*\*\*\*

Motion was made by Commissioner Janzen to approve staff recommendations on the following consent items as listed, except Item 11, Approve Agreement Between Roggow Consulting, LLC and the City of Enid.

Motion was seconded by Commissioner Ezzell, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

- (1) Acceptance of the following described Public Access Easement located at 923 South Oakwood Road, from B & L Control, Inc., Enid, Oklahoma, for installation of a sidewalk, as required by ordinance, for development at said address, at no cost to the City;  
(Copy Description)
- (2) Approval of agreement with the United States Department of the Interior, U.S. Geological Survey, for stream monitoring and water-quality monitoring on Skeleton Creek, and authorize payment in the amount of \$19,500.00;
- (3) Acceptance of permit from the Oklahoma Department of Environmental Quality for Project No. S-1808A, to construct a sanitary sewer line to serve the Jiffy Trip development at Garland and Owen K. Garriott;
- (4) Acceptance of permit from the Oklahoma Department of Environmental Quality for Project No. W-1814C, to construct a waterline along North 12th Street to serve the City of Enid;
- (5) Approval of Change Order No. 2 with Luckinbill, Inc. for Project No. F-1703C, 1900 Block East Broadway Avenue, Box Culvert Replacement, for the removal and replacement of 10 feet of 10-inch pipe, in the amount of \$4,883.00, for a revised contract amount of \$326,450.78;
- (6) Award of purchase of twenty-eight (28) Vista HD Wifi Wearable Cameras, for the Police Department, to Watch Guard, Inc., based on state purchasing contract, in the amount of \$56,800.50;
- (7) Approval of contract for public services with Main Street Enid, Inc., in the amount of \$75,000.00;



- (8) Approval of contracts awarded for mowing and cleaning the City of Enid's rights-of-way through June 30, 2019 to the lowest responsible bidders, HRT Service Company, LLC, Drummond, Oklahoma and Jantz Mowing, Enid, Oklahoma, in the total amount of \$80,000.00, and authorize the Mayor to execute all contract documents;
- (9) Award of purchase of Crusher Run Rock to the only responsible bidder, Dolese Brothers Company, Oklahoma City, Oklahoma, through June 30, 2019;
- (10) Award of purchase of Ready Mix Portland Cement Concrete to Dolese Brothers Company, Oklahoma City, Oklahoma, and Enid Concrete Company, Inc., Enid, Oklahoma, through June 30, 2019;
- (11) Approval of billboard upgrade agreement with Fairway Outdoor Advertising, to allow for digital format conversion of an existing billboard at the corner of Garriott and Oakwood, in exchange for removal of existing billboard at the southeast corner of Garriott and Cleveland;
- (12) Allowance of the following claims for payment as listed:

(List Claims)

\*\*\*\*\*

Motion was made by Commissioner Wilson to approve an agreement, as is, for legislative and lobbying services with Roggow Consulting LLC.

Commissioner Janzen stated that he would like to make two changes in the contract. In addition to the City Manager receiving weekly correspondence, Commissioner Janzen would like to see the City commissioners received copies of said correspondence items. He also wished to reduce the contract amount to \$3,000.00 per month or \$36,000.00 per year, from the current \$48,000.00. Although he proposed changes, he did not make a motion to amend the proposed contract.

Brief discussion was held regarding Mr. Roggow's duties.

Motion was seconded by Commissioner Waddell, and the vote was as follows:

AYE: Commissioners Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: Commissioner Janzen.

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Chairman Shewey adjourned the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

Accounting Manager Jennifer Smith spoke regarding a resolution amending the 2018-2019 Fiscal Financial Plan for the Enid Municipal Authority (EMA) in the amount of \$650,000.00. She noted that the purpose of the resolution was for the EMA to purchase water rights. This purchase was not included in the original budget in May, so it required an amendment to appropriate those funds.

Motion was made by Commissioner Janzen to approve said resolution.

Motion was seconded by Commissioner Waddell, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Commissioner Ezzell was absent from the vote.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin to approve and agreement with United Engines Company, Oklahoma City, Oklahoma, to lease three compactor trash trucks for the Solid Waste Department, for up to three years, in the amount of \$832,164.00, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Ezzell to consider and approve staff recommendations on the following EMA consent items as listed, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

- (1) Approval of lease agreement extension with Community National Bank of Okarche, Okarche, Oklahoma, for 2016 John Deere Dozer for the Solid Waste Department, in the amount of \$78,103.80;
- (2) Approval of lease agreement extension with Community National Bank of Okarche, Okarche, Oklahoma, for 2015 Bomag Compactor for the Solid Waste Department, in the amount of \$94,880.04;
- (3) Award blanket purchase order for \$80,000.00, for chlorine gas for the Water Treatment Plant, to Brenntag Southwest, Inc., Dallas, Texas, through June 30, 2019;
- (4) Award blanket purchase order for \$440,000.00, for meter components for the Utility Services Department, to Core & Main, St. Louis, Missouri, through June 30, 2019;
- (5) Allowance of the following claims for payment as listed:

(List Claims)

\*\*\*\*\*

Chairman Shewey adjourned the meeting to convene as the Enid Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman, and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Wilson and seconded by Trustee Norwood to approve a contract for Economic Development Services between the Enid Economic Development Authority and the Enid Regional Development Alliance, Inc., and the vote was as follows:

AYE: Trustees Janzen, Norwood, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: Trustee Ezzell.

\*\*\*\*\*

Motion was made by Trustee Waddell and seconded by Trustee Norwood to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

Chairman Shewey adjourned the meeting to convene as the Enid Public Transportation Authority.

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Norwood and seconded by Trustee Waddell to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

Chairman Shewey adjourned the meeting to reconvene as the Enid City Commission.

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed Commissioners regarding downtown landscaping and obstruction of view for drivers when turning, specifically on Maine; public safety and digital billboards; contractors and liability when cleaning property; property values and puppy mills, problems with dogs, and with owners not cleaning up after their dogs; and code enforcement, yard maintenance, and heat.

\*\*\*\*\*

Motion was made by Commissioner Pankonin to convene into Executive Session to discuss economic development proposals from Enid Regional Development Alliance and proposals from Rickey Hayes of Retail Attractions, the City's retail consultant, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

The meeting convened into Executive Session at 7:10 P.M.

\*\*\*\*\*

In Executive Session, the Commission discussed an economic development proposals from Enid Regional Development Alliance and from Rickey Hayes of Retail Attractions.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to reconvene into regular session, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Waddell, Wilson, Pankonin, and Mayor Shewey.

NAY: None.

Commissioner Ezzell was absent from the vote.

The meeting reconvened into regular session at 8:37 P.M.

\*\*\*\*\*

There being no further business to come before the Board at this time, motion was made by Commissioner Wilson and seconded by Commissioner Pankonin that the meeting adjourn, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Waddell, Wilson, Pankonin, and Mayor Shewey.

NAY: None.

Commissioner Ezzell was absent from the vote.

The meeting adjourned at 8:37 P.M.

**City Commission Meeting**

**6.1.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$2,500,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**

**BACKGROUND:**

This is a companion item to 6.2, 7.3 and 9.1. This appropriation provides funding to award a construction contract for the Airport Terminal Building at Enid Woodring Regional Airport.

The funding will be paid from the Airport Fund Airport Department, private donations, grant funding from Oklahoma Aeronautics Commission, Federal Aviation Administration and Oklahoma Strategic Military Planning Commission, with a revenue transfer from the Enid Municipal Authority.

Lowest Construction Bid	\$2,382,469.00
Kitchen	\$60,000.00
Furnishings	\$20,000.00
Utility Relocations	\$5,500.00
CEC Amendment	\$8,500.00
Estimated Total Cost	\$2,500,000.00

Funding on Hand	
Private Donation	(\$500,000.00)
Airport Fund	(\$500,000.00)
Military Planning Commission	(\$150,000.00)
Upfront Funding Needed	\$1,350,000.00

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Jennifer Smith, Accounting Manager

**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$2,500,000.00

**Funding Source:**

Airport Fund and Enid Municipal Authority

**Attachments**

Resolution





RESOLUTION

A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$2,500,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2018-2019 Airport Fund must be increased by \$2,500,000.00 to award a construction contract for the Airport Terminal Building at Enid Woodring Regional Airport;

WHEREAS, funds of \$1,150,000.00 are available in the Airport Fund Airport Department supplemented with a funding transfer from Enid Municipal Authority in the amount of \$1,350,000.00 to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2018-2019 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT	
Airport Revenue	\$1,350,000.00
Airport Department	\$2,500,000.00

Adopted this 17th day of July 2018.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

**City Commission Meeting**

**6.2.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER APPROVAL OF AMENDMENT 14 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 2013 CEC CORPORATION (FORMERLY COBB ENGINEERING) TO PROVIDE FAA GRANT ADMINISTRATION FOR THE CONSTRUCTION OF THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT IN THE AMOUNT OF \$8,400.00 AND AUTHORIZE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This is a companion item to items 6.1, 7.3, and 9.1. Amendment 14 is to cover the FAA grant administration for the Woodring Terminal Airport to be performed by CEC in support of the Woodring Terminal project. There are sufficient funds in the Airport Fund to cover this fee.

**RECOMMENDATION:**

Approve amendment and authorize Mayor to execute all contract documents.

**PRESENTER:**

Dan Ohnesorge, Airport Director

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$8,400.00  
**Funding Source:**  
Airport Fund

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**Attachments**

Amendment 14

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AMENDMENT NO. 14 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Airport Improvement

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: April 16, 2013
- b. OWNER: City of Enid
- c. ENGINEER: CEC Corporation
- d. Project: Construct New Airport Terminal Building

2. Nature of Amendment

Additional Services to be performed by ENGINEER

3. Description of Amendment

See Attachment 1, "Additions"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: City of Enid

ENGINEER: CEC Corporation



*Toby Baker*

By: \_\_\_\_\_

By: Toby Baker, P.E.

Title: Mayor

Title: Airports Division Manager

Date Signed: \_\_\_\_\_

Date Signed: 7/6/18

ATTEST:

ATTEST:



(SEAL)

*Maria Wilson*

Secretary



Enid Woodring Regional Airport

This is Attachment 1, consisting of 1 page,  
to **Amendment No. 14**, dated \_\_\_\_\_.

Initial: \_\_\_\_\_  
OWNER \_\_\_\_\_  
ENGINEER TJB

**Additions**

- A1. ENGINEER shall perform the following Additional Services for **Enid Woodring Regional Airport**:
- a. FY 2018 FAA Grant Administration  
To include:
    - i. Prepare FAA grant application
    - ii. Prepare Invoice Summary and Request for Reimbursement
    - iii. Prepare grant close-out documentation packet
- A2. For the Additional Services set forth above, OWNER shall pay ENGINEER the following additional compensation:
- a. Lump Sum \$ 8,400.00

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE AND ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN UPDATES TO NORTH CLEVELAND STREET, BURLINGTON NORTHERN SANTA FE RAILROAD TO WILLOW ROAD, GARFIELD COUNTY, PROJECT NO. R-1803A AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

On November 21, 2017 the Commission approved an agreement with Poe and Associates, for professional engineering services to assist in the design and development of plans for the widening of Cleveland Avenue to include the existing Burlington Northern Santa Fe (BNSF) Railroad crossing, and the one half mile of Cleveland Road to Willow Road.

This amendment changes the design criteria by reducing the amount of storm water to be carried along Cleveland Street. This change will reduce the size and complexity of the drainage improvements on Cleveland by eliminating the requirement to place a box culvert under BNSF Railroad.

If a box culvert is required at the crossing, it will be very expensive and time consuming due to the temporary relocation of the tracks during construction and would require additional costs for railroad engineering and coordination. By diverting much of the stormwater to the Willow Detention Basin, the estimated \$2 million involved in locating a box culvert at the crossing, the box culvert can be eliminated. It will require a parallel project to carry additional stormwater to the Willow Detention Basin and increase the Basin size to account for any impact in moving the stormwater to the Basin.

This amendment does not change the final contract amount, however it does set aside \$24,800.00 to be used for additional services as directed by the City. In addition, the amendment revises the project schedule to read:

Submittal of Right of Way Plan and Cost Estimate to ODOT - August 31, 2018;  
90% Plan Submittal with Cost Estimate - September 28, 2018;  
Final Plan, Submittal, and Estimate - To Be Determined.

The change in scope will result in a significant savings in future construction cost by reducing the drainage structures on Cleveland Avenue and eliminating the need to relocate BNSF Rail Road. A parallel project will be undertaken to carry additional stormwater to the Willow Detention Basin and increase stormwater capacity to allow for additional stormwater.

**RECOMMENDATION:**

Approve Amendment No. 1 and authorize the Mayor to execute Amendment.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**City Commission Meeting**

**6.4.**

**Meeting Date:** 07/17/2018

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY," CHAPTER 5, "GENERAL OFFENSES," ARTICLE H, SECTION 5-5H-1 "DRUGS AND RELATED SUBSTANCES" TO REMOVE UNNECESSARY DEFINITIONS, REVISE THE DEFINITION FOR MARIJUANA; LOWER THE FINE FOR POSSESSION OF MARIJUANA; AND REMOVE DRUG PARAPHERNALIA OFFENSES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.**

**BACKGROUND:**

With the passage of State Question #788, the fine for possession of marijuana has been reduced to \$400.00. The ordinance as drafted changes possession of marijuana to conform to the State Question and the Department of Health regulations.

The ordinance also repeals the offense of drug paraphernalia. The Police Chief and the Legal Department consider repeal of this offense prudent due to the difficulties in determining whether the implements are being used for illegal or legal drug use. However, even if this offense is repealed, prosecution could still occur through District Court.

Passing the ordinance with an emergency is necessary because the changes to marijuana possession become effective August 2, 2018. The emergency must be passed by a separate vote and needs to receive six affirmative votes to be approved. If the ordinance is approved with an emergency it will go into effect upon publication in the newspaper.

**RECOMMENDATION:**

Approve ordinance. Approve emergency clause because state law has changed effective August 2, 2018.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

Marijuana Ordinance

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ORDINANCE NO. 2018-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY," CHAPTER 5, "GENERAL OFFENSES," ARTICLE H, SECTION 5-5H-1 "DRUGS AND RELATED SUBSTANCES" TO REMOVE UNNECESSARY DEFINITIONS, REVISE THE DEFINITION FOR MARIJUANA; LOWER THE FINE FOR POSSESSION OF MARIJUANA; AND REMOVE DRUG PARAPHERNALIA OFFENSES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 5, Chapter 5, Article H, Section 5-6H-1 is hereby amended to read:

**5-5H-1: DRUGS AND RELATED SUBSTANCES:**

- A. Definitions: As used in this section, the following words and phrases shall have the meanings respectively ascribed to them in this section:

~~ADMINISTER: Shall be as defined in 63 Oklahoma Statutes section 2-101.~~

CONTROLLED DANGEROUS SUBSTANCE: Shall be as defined in 63 Oklahoma Statutes section 2-101.

~~DELIVER OR DELIVERY: Shall be as defined in 63 Oklahoma Statutes section 2-101.~~

~~DRUG PARAPHERNALIA: All equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled dangerous substance in violation of State law. It includes, but is not limited to the types of paraphernalia listed in 63 Oklahoma Statutes section 2-101.~~

MARIJUANA: Shall be defined in ~~63 Oklahoma Statutes Section 2-101.~~ as all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination.

~~SALE: Includes barter, exchange or gift, or offer therefor, and each such transaction made by any person, principal, proprietor, agent, servant or employee.~~

B. Possession of Illegal Drugs:

1. It is unlawful for any person knowingly or intentionally to possess any controlled dangerous substance ~~or other than~~ marijuana unless such substance was obtained directly, or pursuant to a valid prescription or order from a practitioner, while acting in the course of his professional practice, or except as authorized by State law.
2. The violation of this subsection B, shall be punishable by a fine of not more than five hundred dollars (\$500.00) plus costs.

C. Possession of Marijuana:

1. It is unlawful for any person knowingly or intentionally to possess marihuana without an Oklahoma State issued medical marijuana license.
2. The violation of this subsection C, shall be punishable by a fine of not more than four hundred dollars (\$400.00) plus costs.

~~C. Implements For Controlled Dangerous Substances:~~

1. ~~It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled dangerous substance.~~
2. ~~It is unlawful for any person to deliver, possess, with intent to deliver or manufacture with intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonable should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled dangerous substance.~~
3. ~~It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.~~



4. ~~In determining whether an object is drug paraphernalia, the court should consider the factors as delineated in 63 Oklahoma State Statutes section 2-101.1.~~
5. ~~The violation of this subsection shall be punishable by a fine of not more than five hundred dollars (\$500.00) plus costs. (Ord. 2017-26, 12-5-2017)~~

Section II: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section III: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section IV: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section V Codification. This ordinance shall be codified as Title 5, Chapter 5, Article H Sections 5-5H-1 of the Enid Municipal Code, 2014.

Section VI. EMERGENCY. WHEREAS, it being necessary to give immediate effect to this ordinance to insure compliance with State Question 788 and the Department of Health Medical Marijuana Control Program so to protect the health, safety and welfare of the citizens of Enid, an emergency is hereby declared to exist. By reason whereof, this Ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_\_\_\_ day of July, 2018.

CITY OF ENID, OKLAHOMA

\_\_\_\_\_  
William E. Shewey, Mayor

(SEAL)

ATTEST:

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Alissa Lack, City Clerk

Approved as to Form and Legality:

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Carol Lahman, City Attorney

**City Commission Meeting**

7.1.

**Meeting Date:** 07/17/2018

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**ACCEPT UTILITY EASEMENT WITH HARRISON COURT, LP FOR BENEFIT OF THE PUBLIC AND THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA.**

**BACKGROUND:**

The Harrison Court development requires the rerouting of an existing sanitary sewer for which the developer is responsible to construct. This easement is for the new sewer line at the following location:

“A 15-foot-wide utility easement located in the northwest quarter of the southeast quarter (NW ¼ SE ¼) of section 6, township 22 north, range 06 west of the Indian meridian, in the City of Enid, Garfield County, Oklahoma, being more particularly described as follows:

Commencing at an existing mag nail marking the northwest corner of said NW1/4 SE1/4 of Section 6; thence east 30 feet; thence S 00°35'47” E (bearings base on grid north, NAD83, OK. State Plane Zone 3501), a distance of 852.84 feet to the southeast corner of the intersection of W. Poplar Avenue and N Washington Street; thence S 89°13'16” E, a distance of 419.49 feet to the southwest corner of the intersection of W Poplar Avenue and N. Independence Avenue; thence S 00°42'15” E, along the west right of way line of Independence Avenue, a distance of 3.50 feet for the point of beginning:

Thence continuing S 00°42'15” E, along said right of way line, a distance of 15.01 feet; thence N 89°13'16”, a distance of 55.46 feet; thence S 06°57'01” W, a distance of 97.57 feet; thence N 89°13'16” W, a distance of 294.95 feet; thence N 00°46'44” E, a distance of 15.00 feet; thence S 89°13'16” E, a distance of 281.49 feet; thence N 06°57'01” E, a distance of 97.57 feet; thence S 89°13'16” E, a distance of 68.54 feet to the point of beginning.

Containing 6,717 square feet more or less. Based on a survey by James L. Payne, LS 1866, dated January 10, 2018.”

**RECOMMENDATION:**

Accept easement.

**PRESENTER:**

Robert Hitt

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**Attachments**

Harrison Court Easement

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**PERMANENT UTILITY EASEMENT**

THIS PERMANENT EASEMENT is made this \_\_\_\_ day of May, 2018, between HARRISON COURT, LP, an Oklahoma limited partnership, with its primary place of business located in Springfield, Missouri (hereinafter referred to as “Grantor”), and the CITY OF ENID, OKLAHOMA, a municipal corporation, with its primary place of business located in Enid, Oklahoma (hereinafter referred to as “Grantee”);

WITNESSETH: That Grantor, for and in consideration of the sum of one dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER, AND RELEASE to said Grantee, its successors, assigns, employees, servants, and agents, a perpetual and permanent easement and right-of-way through, under and along a portion of Grantor’s property known as “Harrison Court” (hereinafter referred to as the “Easement Area”) as follows:

A 15-FOOT-WIDE UTILITY EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION 6, TOWNSHIP 22 NORTH (T-22-N), RANGE 06 WEST (R-06-W) OF THE INDIAN MERIDIAN, IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MAG NAIL MARKING THE NORTHWEST CORNER OF SAID NW1/4 SE1/4 OF SECTION 6; THENCE EAST 30 FEET; THENCE S 00°35’47” E (BEARINGS BASED ON GRID NORTH, NAD83, OK. STATE PLANE ZONE 3501), A DISTANCE OF 852.84 FEET TO THE SOUTHEAST CORNER OF THE INTERSECTION OF W. POPLAR AVENUE AND N WASHINGTON STREET; THENCE S 89°13’16” E, A DISTANCE OF 419.49 FEET TO THE SOUTHWEST CORNER OF THE INTERSECTION OF W. POPLAR AVENUE AND N. INDEPENDENCE AVENUE; THENCE S 00°42’15” E, ALONG THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE, A DISTANCE OF 3.50 FEET FOR THE POINT OF BEGINNING:

THENCE CONTINUING S 00°42’15” E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.01 FEET; THENCE N 89°13’16” W, A DISTANCE OF 55.46 FEET; THENCE S 06°57’01” W, A DISTANCE OF 97.57 FEET; THENCE N 89°13’16” W, A DISTANCE OF 294.95 FEET; THENCE N 00°46’44” E, A DISTANCE OF 15.00 FEET; THENCE S 89°13’16” E, A DISTANCE OF 281.49 FEET; THENCE N 06°57’01” E, A DISTANCE OF 97.57 FEET; THENCE S 89°13’16” E, A DISTANCE OF 68.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,717 SQUARE FEET MORE OR LESS. BASED ON A SURVEY BY JAMES L. PAYNE, LS 1866, DATED JAN. 10, 2018.

Subject to all rights, easements, covenants or restrictions of records.

Subject to any statement of fact that an up to date abstract of title would disclose.

The Easement granted herein shall be for the limited purpose of inspecting, testing, maintaining, using, operating, repairing, and reconstructing pipes, utilities, and necessary accessories for sewer and drainage. Said pipes and utilities shall be constructed and installed into said Easement Area by Grantor at Grantor's cost and expense; thereafter, said pipes and utilities shall be maintained by Grantee at Grantee's cost and expense. As may be necessary from time to time, Grantee, its officers, employees, agents, servants or contractors shall have the right of ingress and egress to enter upon and along the above-described parcel of land for the limited use, occupation, maintenance, and enjoyment of the easement hereby granted.

Grantee shall promptly replace or restore, at Grantee's cost and expense, in as good condition as prior to entering upon said Easement Area, the ground surface in accordance with current regulations as promulgated by Grantee. However, no permanent structures shall be placed by Grantor in said Easement Area, and Grantee shall not be responsible for replacing or repairing any buildings or permanent structures within the Easement Area.

Grantee agrees to give as much notice as practicable barring emergency, to Grantor of its intent to enter upon said Easement Area. Grantee further agrees to make adequate provision to insure that access to Grantor's property shall not be obstructed during any such work, and to provide all necessary safeguards, signs and barricades to protect Grantor and the public.

Excepting and Reserving to Grantor, its successors and assigns, the right at its own cost and expense to connect its own facilities, subject to necessary governmental approvals, to the lines, laterals, and accessories located within the above-described easement herein granted to Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be affixed hereto, on the day and year first above written.

**GRANTOR:**

HARRISON COURT, LP,  
an Oklahoma limited partnership

By: Harrison Court GP, LLC,  
an Oklahoma limited liability company,  
its General Partner

By: Rite Development, Inc.,  
a Missouri corporation,  
its Manager

By: \_\_\_\_\_  
Name: Dolph Woodman  
Title: President

**GRANTEE:**

CITY OF ENID, OKLAHOMA,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, personally appeared Dolph Woodman, President of Rite Development, Inc., the Manager of Harrison Court GP, LLC, the General Partner of Harrison Court, LP, to me proved and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public / Commissioner of Deeds

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF GARFIELD )

This instrument was acknowledged before me on this \_\_\_\_ day of July, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Enid, Oklahoma, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**City Commission Meeting**

**7.2.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE TO SERVICE THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA.**

**BACKGROUND:**

ODEQ approved a permit to construct 150 linear feet of eight inch PVC sanitary sewer line and all other appurtenances to serve the City of Enid near Northwest Vet Supply, Garfield County, Oklahoma.

Upon acceptance of Permit No. SL000024180410 by the Commission, it will be recorded as a permanent record.

**RECOMMENDATION:**

Accept ODEQ Permit.

**PRESENTER:**

Jason Unruh, P.E., Project Engineer

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**City Commission Meeting**

**7.3.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**AWARD CONTRACT TO RSM DEVELOPMENT INC OF EDMOND, OK TO CONSTRUCT THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT IN THE AMOUNT OF \$2,382,469.00 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This is a companion item to items 6.1, 6.2, and 9.1. A new terminal building at the Enid Woodring Regional Airport was designed by GH2 Architect firm of Tulsa and CEC Engineering Company of Oklahoma City. The project was competitively bid and the first round of bids were rejected because they were much higher than what had been budgeted.

Project Financing	Amount
OAC Grant	\$500,000.00
Private Donation	\$500,000.00
Airport Fund	\$500,000.00
OSMPC	\$300,000.00
Original Budget	\$1,800,000.00

The second set of bids that are being considered in this item were also higher than the engineer's estimate. The City hired Preconstruction Services Inc., to review the plans and specifications and provide a cost assessment. The assessment of what the project's cost should be was estimated at \$2,452,261.32 which is higher than the lowest responsible bid received during the second round of bidding. At the study sessions of June 19, 2018 and July 3, 2018 the Preconstruction Services, Inc.'s cost assessment was discussed along with various options for the project. Additional funding from various sources was identified, as shown below:

Additional Funding	Amount
OSMPC	\$150,000.00
Airport Fund	\$150,000.00
FAA	\$250,000.00
Transfer from EMA	\$350,000.00
Total funding identified	\$2,700,000.00

The \$2,700,000.00 identified above will cover the engineering and architectural fees, the construction of the terminal, and the purchase and placement of the needed furnishings and equipment.

This item awards the contract to RSM Development Inc of Edmond, OK, the lowest responsible bidder.

Base bids received (shown low to high):

RSM Development, Inc.	\$2,382,469.00
Rick Scott Construction, LLC	\$2,525,428.00
Hoey Construction Company	\$2,824,973.00
Crossland Construction Company	\$2,924,000.00

**RECOMMENDATION:**

Authorize the Mayor to award contract to build new terminal to RSM Development INC of Edmond OK for \$2,382,469.00 and to sign any associated documents.

**PRESENTER:**

Dan Ohnesorge, Airport Director

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$2,382,469.00  
**Funding Source:**

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**Attachments**

Bid Tab

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## TABULATION OF BIDS

New Terminal Building (Re-Bid)  
OAC WDG-18-S  
Enid Woodring Regional Airport  
COE Project No. A-1701B

= corrected values (due to arithmetic error in contractor bid proposal)

5/8/2018  
Bids Opened: 10:10 AM  
City Administration Bldg  
Enid, Oklahoma

Description	RSM Development, Inc.		Rick Scott Constrution Tulsa, LLC		Hoey Construction Company		Crossland Construction Company		Engineer's Estimate	
	Add/Deduct	Lump Sum	Add/Deduct	Lump Sum	Add/Deduct	Lump Sum	Add/Deduct	Lump Sum	Add/Deduct	Lump Sum
<b>Base Bid</b>										
General Conditions	Add	\$ 370,408.00	Add	\$ 179,500.00	Add	\$ 430,400.00	Add	\$ 219,000.00	Add	\$ 166,665.24
Demolition/Relocations*	Add	\$ 27,000.00	Add	\$ 29,600.00	Add	\$ 141,150.00	Add	\$ 31,000.00	Add	\$ 42,996.28
Concrete	Add	\$ 135,000.00	Add	\$ 101,800.00	Add	\$ 131,210.00	Add	\$ 108,000.00	Add	\$ 51,324.42
Masonry	Add	\$ 88,000.00	Add	\$ 60,000.00	Add	\$ 88,000.00	Add	\$ 105,000.00	Add	\$ 70,877.44
Structural Steel	Add	\$ 198,440.00	Add	\$ 171,600.00	Add	\$ 199,545.00	Add	\$ 171,000.00	Add	\$ 103,547.92
Carpentry/Millwork	Add	\$ 67,196.00	Add	\$ 63,800.00	Add	\$ 72,300.00	Add	\$ 72,000.00	Add	\$ 37,440.91
Weather Protection	Add	\$ 165,364.00	Add	\$ 219,328.00	Add	\$ 221,800.00	Add	\$ 278,000.00	Add	\$ 73,007.30
Openings	Add	\$ 172,189.00	Add	\$ 161,700.00	Add	\$ 190,400.00	Add	\$ 205,000.00	Add	\$ 109,933.40
Finishes	Add	\$ 258,214.00	Add	\$ 257,600.00	Add	\$ 273,158.00	Add	\$ 443,000.00	Add	\$ 115,525.72
Equipment/Furnishings	Add	\$ 44,809.00	Add	\$ 98,200.00	Add	\$ 50,000.00	Add	\$ 2,000.00	Add	\$ 41,053.63
Plumbing	Add	\$ 29,900.00	Add	\$ 210,300.00	Add	\$ 192,000.00	Add	\$ 238,000.00	Add	\$ 67,070.95
Mechanical	Add	\$ 304,000.00	Add	\$ 367,500.00	Add	\$ 304,000.00	Add	\$ 295,000.00	Add	\$ 111,747.97
Electrical	Add	\$ 195,462.00	Add	\$ 187,400.00	Add	\$ 245,000.00	Add	\$ 233,000.00	Add	\$ 105,131.77
Earthwork*	Add	\$ 149,642.00	Add	\$ 139,400.00	Add	\$ 113,000.00	Add	\$ 166,000.00	Add	\$ 24,632.18
Pavement/Sidewalk*	Add	\$ 52,000.00	Add	\$ 162,700.00	Add	\$ 82,210.00	Add	\$ 213,000.00	Add	\$ 139,978.90
Fencing/Signage*	Add	\$ 36,280.00	Add	\$ 19,000.00	Add	\$ 22,300.00	Add	\$ 43,000.00	Add	\$ 6,158.04
Landscape/Irrigation*	Add	\$ 28,065.00	Add	\$ 29,600.00	Add	\$ 30,000.00	Add	\$ 34,000.00	Add	\$ 8,210.73
Storm Sewer*	Add	\$ 60,500.00	Add	\$ 66,400.00	Add	\$ 38,500.00	Add	\$ 68,000.00	Add	\$ 2,463.22
<b>Total Base Bid</b>		<b>\$ 2,382,469.00</b>		<b>\$ 2,525,428.00</b>		<b>\$ 2,824,973.00</b>		<b>\$ 2,924,000.00</b>		<b>\$ 1,277,766.01</b>
<b>Alternate #1 - Hardened Safer Area</b>										
Add	Add	\$ 30,565.00	Add	\$ 55,000.00	Add	\$ 64,000.00	Add	\$ 81,000.00	Add	\$ 60,345.00
Deduct	Deduct		Deduct	\$ 2,200.00	Deduct	\$ -	Deduct	\$ -	Deduct	\$ -
<b>Total Alternate #1</b>		<b>\$ 30,565.00</b>		<b>\$ 52,800.00</b>		<b>\$ 64,000.00</b>		<b>\$ 81,000.00</b>		<b>\$ 60,345.00</b>
<b>Alternate #2 - Entry Canopy</b>										
Add	Add	\$ 17,645.00	Add	\$ 10,700.00	Add	\$ 23,000.00	Add	\$ 16,000.00	Add	\$ 12,500.00
Deduct	Deduct		Deduct	\$ 3,500.00	Deduct	\$ -	Deduct	\$ -	Deduct	\$ -
<b>Total Alternate #2</b>		<b>\$ 17,645.00</b>		<b>\$ 7,200.00</b>		<b>\$ 23,000.00</b>		<b>\$ 16,000.00</b>		<b>\$ 12,500.00</b>
<b>Alternate #3 - Additional Site Parking</b>										
Add	Add	\$ 26,643.00	Add	\$ 22,000.00	Add	\$ 9,500.00	Add	\$ 19,000.00	Add	\$ 15,000.00
<b>Total Alternate #3</b>		<b>\$ 26,643.00</b>		<b>\$ 22,000.00</b>		<b>\$ 9,500.00</b>		<b>\$ 19,000.00</b>		<b>\$ 15,000.00</b>
<b>Alternate #4 - Wood Ceiling</b>										
Add	Add	\$ 32,316.00	Add	\$ 48,000.00	Add	\$ 25,000.00	Add	\$ 28,000.00	Add	\$ 29,175.00
Deduct	Deduct		Deduct	\$ 2,000.00	Deduct	\$ -	Deduct	\$ -	Deduct	\$ -
<b>Total Alternate #4</b>		<b>\$ 32,316.00</b>		<b>\$ 46,000.00</b>		<b>\$ 25,000.00</b>		<b>\$ 28,000.00</b>		<b>\$ 29,175.00</b>
<b>Alternate #5 - Temporary Generator Connection</b>										
Add	Add	\$ 10,272.00	Add	\$ 10,000.00	Add	\$ 13,000.00	Add	\$ 10,000.00	Add	\$ 20,000.00
<b>Total Alternate #5</b>		<b>\$ 10,272.00</b>		<b>\$ 10,000.00</b>		<b>\$ 13,000.00</b>		<b>\$ 10,000.00</b>		<b>\$ 20,000.00</b>
<b>Alternate #6 - Concrete Pavement</b>										
Add	Add	\$ 139,683.00	Add	\$ 182,000.00	Add	\$ 89,000.00	Add	\$ 175,000.00	Add	\$ 25,000.00
Deduct	Deduct		Deduct	\$ 80,000.00	Deduct	\$ -	Deduct	\$ -	Deduct	\$ -
<b>Total Alternate #6</b>		<b>\$ 139,683.00</b>		<b>\$ 102,000.00</b>		<b>\$ 89,000.00</b>		<b>\$ 175,000.00</b>		<b>\$ 25,000.00</b>
<b>Alternate #7 - Remove Federal Contract Requirements</b>										
Deduct	Deduct	\$ 30,000.00	Deduct	\$ -	Deduct	\$ -	Deduct	\$ 50,000.00	Deduct	\$ 25,000.00
<b>Total Alternate #7</b>		<b>\$ (30,000.00)</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ (50,000.00)</b>		<b>\$ (25,000.00)</b>
<b># of Calendar Days</b>		<b>274</b>		<b>365</b>		<b>365</b>		<b>240</b>		<b>300</b>

**City Commission Meeting**

**7.4.**

**Meeting Date:** 07/17/2018

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**APPROVE COLLECTIVE BARGAINING AGREEMENT WITH AFSCME LOCAL #1136 FOR FISCAL YEARS 2018 THROUGH 2020.**

**BACKGROUND:**

The City and AFSCME have completed negotiations of a two year Collective Bargaining Agreement. The agreement provides a 2% cost of living adjustment for fiscal year 2018-2019. It also provides a 1% increase for employees that are at the last step of the pay plan for each of the two fiscal years the agreement is in force. It also modifies the discipline article to clarify the procedures and provides time frames for imposing discipline.

The negotiations and changes to the Collective Bargaining Agreement were discussed in executive session on June 19, 2018. The Union membership has voted to accept the agreement.

**RECOMMENDATION:**

Approve and authorize Mayor Shewey to execute the Collective Bargaining Agreement.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

2018-2020 AFSCME CBA

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COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN

THE CITY OF ENID, OKLAHOMA,  
AN OKLAHOMA MUNICIPAL  
CORPORATION

AND

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)  
LOCAL #1136

FISCAL YEARS

2018-2019

2019- 2020

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as the "City" and American Federation of State, County and Municipal Employees (AFSCME), Local #1136, hereinafter referred to as the Union, to promote orderly, harmonious and constructive employment relations between the employer and its employees, to increase the efficiency of local City Government and to ensure the health and safety of the residents of the City of Enid.

## **ARTICLE 2**

### **RECOGNITION**

The City recognizes the Union, for the term of this Agreement, as the exclusive bargaining agent for the employees in the unit as determined by the City Charter and City Ordinances.

## **ARTICLE 3**

### **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement.

## **ARTICLE 4**

### **WAIVER CLAUSE**

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated, to further bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.



## ARTICLE 5

### SAVINGS CLAUSE

Section 1. If any clause of this Agreement, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of the Agreement are severable. The parties agree to immediately negotiate concerning substitute language for the invalidated language in the Agreement.

Section 2. It is understood that this Agreement cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Agreement may be extended or reduced by the written consent of both parties, but if not so extended or reduced, shall be strictly observed.

## ARTICLE 6

### NON-DISCRIMINATION

Section 1. The City shall not discriminate against any unit member covered by this Agreement on the basis of race, color, creed, religion, gender, veteran or military status, national origin or a disability/handicap. Nor shall the City discriminate against any unit member for membership in or lack of membership in the Union, or activities on behalf of the Union or lack of activities on behalf of the Union.

Section 2. The parties recognize that certain anti-discrimination laws may require the City to take actions to accommodate unit members in certain instances. The Union agrees to cooperate with the City in any duty the City may have to accommodate a unit member due to the requirements of an anti-discrimination law.

## ARTICLE 7

### COPIES OF AGREEMENT

The City agrees to post this Agreement on the City network, accessible to all employees.

## **ARTICLE 8**

### **BULLETIN BOARDS**

Section 1. The City agrees to provide reasonable space at all work sites for a bulletin board for the posting of notices. The bulletin boards are agreed to by both parties as to the size, type and location as designated in Appendix One. The parties may mutually agree to add or modify the list of locations as needed.

Section 2. It is understood that there shall be no material posted of a derogatory, libelous or inflammatory nature toward the City, its employees, its citizens or others.

Section 3. It shall be the Union's responsibility to maintain the Union material posted on the bulletin boards, ensuring that the material posted is in conformity with this section. Further, it is the Union's responsibility to ensure the removal of outdated material and that the posting of material is limited only to the bulletin board.

## **ARTICLE 9**

### **TERM OF AGREEMENT**

Section 1. The City and the Union, by these presents, reduced to writing the collective bargaining agreement resulting from the negotiations entered into by the City and the Union.

Section 2. Changes in working conditions or practices governed by this Agreement shall be effective July 1, 2018 or upon the date that this Agreement is ratified by the bargaining unit, approved by the Enid City Commission and executed by the parties, whichever is later. This Agreement shall remain effective through June 30, 2020.

## **ARTICLE 10**

### **COST OF LIVING INCREASE**

Section 1. For Fiscal Year 2018-2019, the City and Union agree that there will be a two percent (2%) cost of living adjustment and for Fiscal Year 2019-2020, the City and Union agree that there is no cost of living adjustment.

## ARTICLE 11

### MANAGEMENT RIGHTS

Section 1. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City to operate and manage affairs in all respects in accordance with its responsibilities and power of authority, nor shall the right to collective bargaining extend to such matters.

Section 2. The employer retains all the rights of management, such as those found in the City of Enid Code, the Charter of the City of Enid, and the Personnel Manual, including, but not limited to:

- A. To hire, direct, promote and take disciplinary action against employees;
- B. To assign and determine working hours, including overtime and to allocate and assign work to employees;
- C. To determine the table of organization, including the right to organize and reorganize the organization, to determine job classifications, to determine the number of employees to be employed;
- D. To maintain the efficiency, safety, health and property protection of government operations;
- E. To determine the methods, means, procedures, locations and personnel by which such operations are to be conducted; and
- F. To introduce new or different methods or operations for the City or change, eliminate or alter any existing methods or operations;
- G. To determine the amount of supervision necessary;
- H. To determine and control the budget;
- I. To increase, reduce, change, modify or alter the composition and size of the work force, including, but not limited to, the right to relieve employees from duties due to lack of work, lack of funds or any other reason;
- J. To take whatever actions are necessary to carry out the mission of the City in situations of emergency.

Section 3. These rights shall apply to all supplemental, implementing, subsidiary, or informal agreements between the employer and the labor organization.

Section 4. The City, at its sole discretion, reserves the right to reward individual employees for performance and/or critical skills. This shall include, but shall not be limited to, performance

incentives, bonuses and additional hourly compensation. Nothing in this Agreement shall be construed as prohibiting the City from rewarding and recognizing employees on an individual basis.

## **ARTICLE 12**

### **WORK RULES**

Section 1. The City may, in its discretion, adopt, modify and enforce reasonable written work rules applicable to employees in the bargaining unit, provided such work rules are not inconsistent with any provisions of this Agreement or inconsistent with law. Employees may be disciplined for violation of any written work rules. Any verbal directives that are intended to be work rules shall be issued in writing within two (2) weeks of such direction.

Section 2. All provisions of the City Personnel Manual not in conflict with this Agreement shall apply to all employees covered by this Agreement.

## **ARTICLE 13**

### **EMPLOYEE ORIENTATION**

AFSCME may provide an informational packet to be given to new employees during the initial new hire orientation. All discussions with new employees regarding AFSCME membership may occur on breaks or unpaid time for all employees.

## **ARTICLE 14**

### **LABOR/MANAGEMENT COMMITTEE**

Section 1. The City and the Union agree to meet quarterly or as needed. A Labor/Management Committee shall be formed for such meetings and shall be comprised of the City Manager, or his/her designee, the Union President, or his/her designee and representatives of Management and the Union. The Committee shall meet at a time mutually agreeable to Committee members. Meetings may be called by either side.

Section 2. The Committee is intended to encourage more communication between the parties. The Committee may discuss any matters relating to the operations of City Government, including how the sides may work together for the productive maximum productivity for their tax dollars, and any other issues that may affect the parties, except pending grievances.

Section 3. The Committee does not have the authority to restrict, limit or impair any management rights of the City, or the authority to amend, alter or negotiate provisions of this Agreement.

## ARTICLE 15

### VACANCIES AND PROMOTIONAL OPPORTUNITIES

#### Section 1. Vacancies and Promotional Opportunities

- A. Vacant positions covered by this Agreement shall be posted for a minimum of seven (7) calendar days prior to filling the position, or a minimum of five (5) calendar days for those positions posted internally only. If a similar opening has been posted in the last ninety (90) days and there remains an adequate applicant pool, it will not be necessary to post the position, provided the position is filled from the existing applicant pool for that position or a similar position.
- B. Employees covered by this Agreement may apply for posted positions. Any employee may apply in writing for such vacancy only during the posting period. Seniority may be a consideration as to which candidate shall be hired to fill such job opening; however, qualifications for the job opening, not seniority, shall control. The City may hire an applicant from outside the City workforce when the person is the best qualified for the job.
- C. The qualifications necessary for a particular vacancy and the determination of comparative qualifications of the various candidates shall be determined by the City. Qualifications can include, but are not limited to: job-related experiences, training, certifications, licenses, performance and evaluations.
- D. Employees selected for promotional interview will be required to take the same pre-employment skills testing as external applicants and may not advance if sufficient skills and employment eligibility cannot be demonstrated.
- E. Current employees who are promoted to a higher-level position shall receive a four percent (4%) increase to the base salary or the entry-level amount of the pay-range of the new position, whichever is greater.

Section 2. Transfers to positions requiring the same or lower skill level within the same department will not require additional testing if the employee being transferred has applicable testing results on file in the Human Resources Department that were satisfactorily completed within the previous eighteen (18) months, unless such testing is needed to determine the best qualified internal applicant. Any other transfer may require an employee to take the same pre-employment skills testing as external applicants, and the employee shall be informed of any portion failed.

## **ARTICLE 16**

### **SENIORITY**

Seniority shall mean the length of continuous service with the City, except for promotions and reductions in force. In these circumstances, seniority shall mean the length of service with the City, exclusive of years served in the Fire or Police Civil Service systems. For purposes of determining continuous service, lapses in employment of less than a year or lapses caused by a layoff and a subsequent rehire during the recall period will not be considered a break in service.

## **ARTICLE 17**

### **PROBATIONARY PERIODS**

Section 1. The probationary period is considered an integral part of the selection process for regular employment and shall be utilized to closely observe the employee's work, to secure the most effective adjustment of a new or promoted employee to his or her position, and to allow for termination of any employee whose performance does not meet the required work standards.

#### Section 2. Initial Probation

- A. The normal probationary period of regular full time employees in their initial hire is one (1) year. The probationary period shall begin immediately upon appointment. If at the end of this period the Department Head has questions regarding the employee's fitness for his position he may request an extension of the probationary period for an additional period not to exceed an additional six (6) months. Extension of the probationary period shall be in writing and be subject to approval of the Human Resources Director. The maximum duration of the probation shall be eighteen (18) months. However, any continuous lapse in attendance longer than three weeks shall extend the probationary period for an equal amount of days.
- B. Employees serving their initial probation do not have seniority. Upon successfully completing probation, an employee acquires seniority and it shall be retroactive to the first day of continuous service with the City.

Section 3. Promotional Probation. An employee promoted to a new position shall serve a probationary period of six months, during which time his fitness for the new position shall be evaluated. Failure to successfully complete the probationary period may result in termination; but the City at its discretion will try to place the employee in an open position if available. The time period for a promotional probation may be extended for an additional three months at the Department Head's discretion, unless the position has licensing or certification requirements, in such case probation may be extended to provide for the full amount of time to obtain appropriate licensing or certification.

Section 4. Transfers. Promotional probation does not apply to lateral transfers or transfers to a lower pay range, whether the transfer is as a result of the employee requesting the transfer, or the city making a transfer when a position is eliminated or as a temporary measure where a complaint is being investigated.

Section 5. This Article supersedes Section 500 of the City's Personnel Manual.

## **ARTICLE 18**

### **HOURS WORKED**

Section 1. Full Time Employees. Full time employees will typically have a workweek of forty (40) hours, consisting of five (5) eight (8) hour days per week with two (2) days off. Some operations, such as residential waste collection or airport operations, may necessitate that employees be assigned to work ten (10) hours per day, four (4) days per week. The City may vary the typical work schedule and/or work days as it determines is appropriate for operational or efficiency reasons, provided the City gives two (2) weeks advance notice to employees, except in exigent circumstances. The specific hours of work of each day for each department shall be determined by the City.

Section 2. Meal Periods and Breaks. Employees who work eight (8) hours or more in a day will be permitted up to a one (1) hour, unpaid meal period at a time determined appropriate by management, and, when schedules allow, two (2) paid breaks of twenty (20) minutes each; one (1) in the first half of the work day and one (1) in the second half of the work day. Breaks and lunch hours may not be combined to allow for extended time from job duties without consent of the supervisor.

Section 3. The workweek shall be each sequence of seven (7) consecutive calendar days from 12:00 a.m. Monday to the following Sunday at 11:59pm.

Section 4. It is the policy of the City not to use split shifts as a typical work schedule. Split shifts will only be utilized in exigent circumstances for short periods of time and must be specifically authorized by the City Manager.

Section 5. In the event the City Manager determines that inclement weather or hazardous conditions require closure of facilities, hourly employees designated to continue working shall be compensated at the regular rate of pay. Those employees who were working, but allowed to leave early, must utilize paid or unpaid leave for the remainder of their regularly scheduled work hours. Employees who do not report to work must utilize paid or unpaid leave for their regularly scheduled work hours.

Section 6. This Article supersedes Section 904 of the City's Personnel Manual.

## ARTICLE 19

### DRUG AND ALCOHOL TESTING

The parties agree to follow the drug and alcohol testing procedures as outlined in the City of Enid Personnel Manual.

## ARTICLE 20

### DISCIPLINE

Section 1. Progressive discipline may be used in matters wherein corrective behavior can be expected and where more serious discipline is not warranted. Prior to discipline being imposed, the supervisor imposing the discipline will have a meeting with the employee to discuss the issue and obtain the employee's statement. If after such meeting, the supervisor determines that documented counseling or written reprimand is the only action that is needed, it may be completed at this meeting on a form prescribed by the City of Enid. All time-frames in this article exclude weekends and holidays.

Section 2. If the supervisor is considering more serious discipline, the employee will be advised of the reasonable date and time within twenty-four hours for the meeting to resume unless otherwise mutually agreed upon. At this follow-up meeting, the employee will be advised of the discipline imposed and will receive a written statement regarding the discipline taken.

Section 3. Within 10 days of an occurrence being known by the supervisor imposing the discipline, the occurrence should be addressed either through discipline, a decision not to discipline, or a referral for formal investigation. Formal investigation should be completed within 30 days. Discipline resulting from an investigation should commence within 10 days from the close of the investigation. These time periods may be extended by the City Manager.

Section 4. Appeals:

- A. Non-loss of pay discipline Appeal for non-probationary employees. In the event that a documented counseling or written reprimand is imposed, the employee may appeal the discipline to the City Manager by notifying the Human Resources Department, in writing, within 5 days of being notified of the discipline imposed. The appeal shall be presented on the form provided by the City of Enid. The appeal will consist of a review of the written material presented as part of the discipline, any written material provided by the disciplined employee and may, or may not, include interviews of the employee and/or witnesses by the City Manager. The City Manager's decision shall be final.
  
- B. Loss of pay discipline Appeal for non-probationary employees. In the event of a loss of pay discipline (suspension without pay, a demotion or discharge); the employee will be



provided an opportunity for a hearing to appeal the discipline decision to the City Manager. The imposition of the discipline will be stayed during the appeal to the City Manager. The City Manager, or his designee, and the Human Resources Director will meet with the employee and department head, and/or administrative staff person no earlier than 5 days and no later than 10 days. This will be an opportunity for the employee to present any evidence or witness testimony that supports the appeal. Within five (5) days from the date of the hearing, the City Manager will issue his findings which may reverse, modify or uphold the discipline decision. The City Manager's decision shall be final.

- C. Probationary employees. The initial discipline shall be final and no right for appeal exists.

Section 5. Grievance:

- A. Employees may grieve only discipline that results dismissal or in a reduction in base pay of greater than four percent (4%).

- B. Procedure:

1. Within five (5) days of the date of final discipline, request arbitration by delivering to the City Attorney a written request for arbitration. Said written request shall name an interest arbitrator who will serve on behalf of the grievant. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
2. The City Attorney shall, within seven (7) days of receipt of the request for arbitration, respond in writing to the grievant with the name of an interest arbitrator who will serve on behalf of the City. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
3. Within seven (7) days of receipt of the name of the City's interest arbitrator, the interest arbitrators shall agree on an impartial arbitrator and set a date for an arbitration hearing.

- C. Arbitration Hearing:

1. The arbitration hearing shall be informal. Each party shall have the right to examine all witnesses, be represented by counsel, present evidence and arguments and submit briefs.

2. The Board shall have the right to apply or not to apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.
3. The Board's authority shall be limited to the interpretation and application of this Agreement. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have the authority to substitute its discretion in areas in which the City retains discretion under this Agreement.
4. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.
5. The cost of the impartial arbitrator shall be borne by the losing party. The grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.
6. Either party may request a transcript. The party so requesting the transcript shall pay for it. If both parties desire a transcript, the parties shall each pay one-half (1/2) of the cost of the transcript.
7. The Board's decision shall be binding on the grievant. The Board's decision shall be binding on the City unless the Board exceeds the specific authority granted herein. Should an appeal by the City be necessary, it shall be filed in the Garfield County District Court.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

Section 1. Disputes between the City and the Union or an employee concerning the interpretation or application of any provision of this Agreement, employment terms and conditions, related personnel matters, including questions of arbitrability and other personnel actions (except disciplinary actions covered by Article 20) shall be adjusted as set forth in this article. Grievances may be filed only after attempts to resolve the dispute have been exhausted. Grievances should be settled at the lowest step of the process possible.

Section 2. No matter shall be entertained as a grievance unless it is submitted within thirty (30) calendar days after the alleged violation of the Agreement occurs or becomes known, or should have been known to the employee. The employee may have a Union representative present, if so desired, at each step of this process.

Section 3. Steps in the Grievance Procedure:

- A. Step One: An employee shall discuss a grievance with his or her first direct line supervisor who is management/confidential. The matter shall be documented on a form prescribed by the City. The supervisor shall provide a written response to the employee within seven (7) days. If the grievance is not answered by the supervisor within seven (7) days or the grievance is unresolved, the employee should proceed to Step Two.
- B. Step Two: The employee should file a written grievance with the Department Head within five (5) days of the unsuccessful resolution in Step One on a form prescribed by the City. The Department Head, or designee, shall make a written response to the employee within seven (7) days. If the grievance is not answered by the Department Head, or designee, within seven (7) days or the employee feels that the grievance is unresolved, the employee should proceed to Step Three. Settlement of grievances prior to Step Three shall not change the policy of the City without the express written consent of the City Manager.
- C. Step Three: The employee should file a written grievance with the City Manager within five (5) days of the unsuccessful resolution in Step Two on a form prescribed by the City. The City Manager, or designee, shall make a written response to the employee within seven (7) days. If the grievance is not answered by the City Manager, or designee, within seven (7) days or the employee feels that the grievance is unresolved, the employee should proceed to Step Four.
- D. Step Four: The grievance shall be considered resolved unless the employee, within five (5) days of the unsuccessful resolution in Step Three, requests arbitration.
1. Requests for arbitration shall be made by delivering to the City Attorney a written request for arbitration. Said written request shall name an interest arbitrator who will serve on behalf of the grievant. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
  2. The City Attorney shall, within seven (7) days of receipt of the request for arbitration, respond in writing to the grievant with the name of an interest arbitrator who will serve on behalf of the City. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
  3. Within seven (7) days of receipt of the name of the City's interest arbitrator, the interest arbitrators shall agree on an impartial arbitrator and set a date for an arbitration hearing.
- E. In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins shall not be included. The last day of the period so computed shall be included, unless it falls on a Saturday, Sunday or designated City holiday, in which even the period shall continue until noon on the next day which is not one of the aforementioned days.

Section 4. Arbitration Hearing:

- A. The arbitration hearing shall be informal. Each party shall have the right to examine all witnesses, be represented by counsel, present evidence and arguments and submit briefs.
- B. The Board shall have the right to apply or not to apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.
- C. The Board's authority shall be limited to the interpretation and application of this Agreement. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have the authority to substitute its discretion in areas in which the City retains discretion under this Agreement.
- D. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.
- E. The cost of the impartial arbitrator shall be borne by the losing party. The grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.
- F. Either party may request a transcript. The party so requesting the transcript shall pay for it. If both parties desire a transcript, the parties shall each pay one-half (1/2) of the cost of the transcript.
- G. The Board's decision shall be binding on the grievant. The Board's decision shall be binding on the City unless the Board exceeds the specific authority granted herein. Should an appeal by the City be necessary, it shall be filed in the Garfield County District Court.

**ARTICLE 22**

**PAYROLL DEDUCTIONS**

Section 1. The City agrees to deduct regular monthly Union dues from earned wages of those employees who are in the Union. The deduction shall be made bi-weekly from each interested employee's paycheck in a uniform amount certified to be current by the Treasurer of the Union. A direct deposit will be made into an account designated by the Union no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union, on the form attached as an Appendix to this Agreement, authorizing the stated monthly dues deduction be made. The City will retain the original authorization card. The payroll deduction shall be revocable by the employee upon notifying the City and the Union in writing.

Section 2. In the event of an increase in Union dues, the Union will give the City thirty (30) days notice in order to allow the City to make the proper changes in its accounting records. No deductions will be made when the salary, less all other deductions, to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The City shall not be responsible for errors. In the case of an error or improper deduction by the City, a proper adjustment of the same will be made by the Union with the employee affected.

Section 4. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands or charges made and against any and all suits instituted against the City related to payroll deductions on behalf of the Union or unit members.

## **ARTICLE 23**

### **LEAVE TIME**

Section 1. Injury Leave:

- A. The parties agree to follow the injury leave procedure outlined in the City of Enid Personnel Manual.
- B. An employee may supplement Temporary Total Disability (TTD) payments with injury leave up to the amount of his or her base pay.

Section 2. Jury or Witness Leave:

- A. Employees shall be given time off with pay when performing jury duty or when required, via a subpoena, to serve as a witness in a court of law. For any day the employee is released early, he or she shall report back to work within a reasonable period of time.
- B. Employees involved in court on a personal case may be granted leave, but the time off shall be charged as accrued vacation or personal leave time.
- C. Employees shall immediately inform their supervisor of any requirement to serve on a jury or any subpoena they receive.
- D. This Section supersedes Section 607 of the City's Personnel Manual.

Section 3. Military Leave:

- A. In the event that any of the City's full-time employee reservists or members of the National Guard receive orders to duty in the Armed Forces, the procedures below will

apply. Provided, however, that if any of the following provisions are inconsistent with any law, the law shall supersede.

- B. When ordered by proper authority to service, an employee will be placed on leave of absence with no loss of seniority.
- C. Entitlement:
  - 1. An employee is entitled to leave with pay of three hundred (300) hours per Federal Fiscal Year (October 1 through September 30). Any military leave previously granted to the employee in the current Fiscal Year will count toward the maximum of three hundred (300) hours.
  - 2. If an employee is to be off for more than three hundred (300) hours, he or she may request usage of vacation or other exchange time for that time which he or she is not paid. However, use of sick leave is not authorized for military leaves of absence.
- D. As with any leave of absence, vacation and sick leave accruals will stop after an employee has been on leave without pay for a majority of the pay period. To use the City's enhanced military benefit, all paperwork and orders shall be submitted before the scheduled leave.
- E. Upon return to duty, the employee shall receive all benefits due as defined by this Agreement and as required by State and Federal law.
- F. This Section supersedes Section 608 of the City's Personnel Manual.

Section 4. Personal Leave:

- A. When it is necessary to take care of personal or business activities during the normal work schedule, full-time employees may request, in writing, personal leave. Personal leave may be taken in increments of one (1) or more hours and may not exceed sixteen (16) hours per Fiscal Year, except for those employees regularly scheduled to work ten (10) hours or longer pursuant to their job descriptions, who will receive twenty (20) hours of personal leave per Fiscal Year. Personal days must be used within the Fiscal Year and may not be carried over to the next Fiscal Year.
- B. Personal Leave must be approved by the Department Head and is subject to the needs of the department.
- C. Pay in lieu of personal leave will not be granted. Personal time can only be used by the employee and cannot be donated.
- D. This Section supersedes Section 610 of the City's Personnel Manual.

Section 5. Sick Leave:

A. Sick Leave Defined:

1. Sick leave shall be granted to regular employees only when unable to perform their duties due to personal sickness or injury or for medical, optical or dental appointments. Employees shall notify their supervisor before the beginning of their work schedule of their need to use sick leave. Any such sick leave granted for medical, optical or dental appointment shall not exceed that accrual time necessary for the examination or treatment and reasonable travel time as determined by the Department Head.
2. One hundred and sixty (160) hours of an employee's personal accrued sick leave may be used in a Fiscal Year for the sickness or injury of a member of the employee's immediate family. Immediate family means wife, husband, child, parent or any relative residing with or dependent upon said employee.

B. Sick Leave Accrual. Regular full-time employees shall accrue sick leave at the rate of twelve (12) workdays or ninety-six (96) hours with pay per year of service or 3.70 hours per pay period.

1. Sick leave may not be used by an employee injured in the course of employment with another employer.
2. Sick leave may not be converted to vacation or donated to another employee.
3. Employees absent from work for leave without pay for over a majority of a given pay period shall not accrue sick leave for such period.
4. The Department Head may require a doctor's certificate before approving sick leave or Family Sick Leave over three (3) consecutive days, or for any amount of time if the Department Head has reason to believe the employee is misusing paid sick leave.
5. Employees absent from work for more than thirty (30) calendar days for illness or injury, whether work or no-work related, will be required to successfully complete a return to duty physical before returning to duty in a position that requires physical testing.
6. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionally, except as covered by injury leave, in which case they will be charged in increments of not less than one (1) full hour.
7. The maximum accrual of sick leave is seven hundred and twenty (720) hours.
8. Any employee who is laid off, granted leave of absence without pay, retires or resigns employment and is rehired or reinstated within one (1) year shall have

sick leave accrual reinstated upon his or her return, except for retirees who were paid for sick leave accruals at the time of resignation. Military leave will be the only exception to the one-year rule.

9. Illness or injury occurring while an employee is on vacation shall not be charged as sick leave, but shall remain as vacation.
  10. Full time regular employees who have accrued ninety (90) days or seven hundred and twenty (720) hours of sick leave may be eligible for an annual sick leave payback not to exceed Fifty Dollars (\$50.00) per day for up to twelve (12) sick leave days per year. The sick leave buy back benefit shall only be paid for sick leave days accrued and not taken during the Fiscal Year.
  11. When termination of employment occurs for reasons other than retirement, no payment for sick leave will be made.
- C. Family Medical Leave. Family Medical Leave is also available to unit members as outlined in the City's Personnel Manual, section 606.
- D. This Section supersedes Section 604 of the City's Personnel Manual.

Section 6. Union Business Leave:

- A. The Union is granted three hundred (300) hours of paid Union business leave each Fiscal Year. This leave may be used to participate in collective bargaining sessions, to attend conferences, conventions or training, or to investigate, prepare for or present grievances or a defense for disciplinary matters to include arbitrations.
- B. Only one (1) employee per City department may receive this leave to attend a particular conference, convention or training. Written requests for leave to attend conferences, conventions or training shall be made in writing to the Department Head at least five (5) calendar days in advance for approval. Other requests for leave shall be made with as much notice as possible.
- C. All Union business shall be conducted at a time and a location to cause the least possible interference with the work assignment of the stewards and/or the other employees. Management may deny Union Business Leave if in the discretion of management, such leave would interfere with work operations.
- D. A Union staff representative may have access to City buildings for the purpose of attending meetings with City management.
- E. The Union may designate up to twelve (12) Union Stewards. A department is limited to one (1) steward unless the department has more than fifteen (15) unit members in it. A written list of the Union Stewards shall be furnished to the City immediately after their



designation. The Union shall notify the City promptly of any changes to the stewards list.

- F. The Union will designate up to five (5) unit members to serve as its negotiating team. The City will pay the designated employees as if the time spent in negotiations was work for the first six (6) sessions of negotiation without deducting the hours from Union business leave. After the first six (6) sessions, if negotiations are not complete, the team may use Union business leave or other available leave, such as personal or vacation leave, or if necessary, the City will negotiate in the evenings to accommodate the Union's negotiating team. Union business leave is not considered hours worked.

Section 7. Vacations:

- A. Vacation leave is intended to provide each employee with a paid vacation each year. Such leave should be planned and requested in the City's timekeeping system as far in advance as practical in order to allow the Department Head to plan for operations of the department. In case of conflicting requests, the Department shall decide, in writing, which employee shall be granted vacation on basis of seniority, length of time since last vacation, when the request was made, the employee's work record and other family concerns. When compelling reasons are presented, Department Heads may allow vacation leave to be taken in increments of one (1) or more hours.
- B. Vacation leave shall be granted on the basis of the number of regularly scheduled hours in the standard workweek or duty week to which the employee is assigned at the time of his or her vacation.
- C. Accrual. Maximum accrual shall be two (2) years of accrued vacation. Full time employees with:
  - 1. One (1) to four (4) years of continuous service with the City will accrue vacation at a rate of 3.39 hours per pay period;
  - 2. Five (5) to nine (9) years of continuous service with the City will accrue vacation at a rate of 4.0 hours per pay period;
  - 3. Ten (10) to fourteen (14) years of continuous service with the City will accrue vacation at a rate of 5.23 hours per pay period;
  - 4. Fifteen (15) or more years of continuous service with the City will accrue vacation at a rate of 6.46 hours per pay period.
- D. Employees completing six (6) consecutive months of employment may request vacation leave up to the amount of vacation accrued at that time. Employees who terminate after completion of six (6) months of employment shall be compensated for accrued vacation leave.

- E. Employees are not paid for vacations not taken except at the time of termination with the City.
- F. Vacation time should normally be taken within one (1) year of accrual. The maximum accrual is the amount earned in two (2) years. No further accruals may accrue until an employee's vacation accrual is reduced below the maximum accrual unless a vacation request that was made in writing at least two (2) weeks in advance is denied by the supervisor. Employees will not accrue vacation while on leave of absence without pay if they are off the majority of any given pay period.
- G. An employee may donate per Fiscal Year a maximum of eighty (80) hours or half of his or her accrued vacation leave, whichever is less, to another employee who does not have sufficient accrued leaves to provide for an extended illness or a family emergency.
- H. Employees should not be on call or subject to call out during their vacations or period of time between their last day of work before their vacation begins and the first scheduled day of work after the vacation ends.
- I. This Section supersedes Section 603 of the City's Personnel Manual.

Section 8. Voting Leave:

- A. Any employee eligible and registered to vote in any election held within this State, or any primary election held in preparation for such election, shall, on the day of such election, be entitled to leave from duty at such time that would allow two (2) hours of open polling. This section shall not apply to a voter on the day of election if there are two (2) consecutive hours while the polls are open in which he or she is not on duty. The duly authorized Department Head may specify any two (2) hours between the time of opening and closing of the polls during which an employee may be granted voting leave.
- B. Employees may be required to show a current registration card to the Department Head prior to release for voting purposes and no employee who is ineligible to participate in a given election shall be granted time off with pay for voting.

**ARTICLE 24**

**HOLIDAYS**

Section 1. The following are declared holidays for all regular full-time employees, except for personnel employed on continuous operations and except as provided herein:

1. New Years Day (January 1)
2. Dr. Martin Luther King Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (the last Monday in May)

5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving Day
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

Section 2. If a non-exempt employee is required to work an authorized holiday, the employee shall receive pay at his overtime rate for the time worked and, in addition, will receive pay for the holiday at straight time, or another day off with pay at the Department Head's discretion. Nothing prevents an employee from mutually agreeing to exchange the holiday with another day in the work period.

Section 3. When a holiday falls on an employee's regularly schedule day off, the employee will receive another day off with pay or be paid an additional normal day's pay in lieu of time off.

Section 4. The City shall determine the date of a holiday observation when a holiday falls on a weekend and will notify employees well in advance of the holiday's observation.

Section 5. Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday and may be disciplined.

Section 6. Holiday pay will not be paid to employees who are on leave without pay for disciplinary reasons. The day of a holiday will count as one of the days of the suspension. Holiday pay will not be paid to employees who are on leave without pay for the full pay period in which the holiday occurs.

Section 7. If a holiday falls within an employee's vacation time, it will be paid as a holiday, not as vacation time.

Section 8. The City reserves the right to require an employee to work on a holiday as necessary to meet the scheduling requirements of the department. If an employee has been scheduled to work on a holiday and fails to report for work, the employee will be ineligible for holiday pay and may be subject to disciplinary action unless the absence has been excused or authorized by the Department Head in the event of illness or bereavement. In such latter case, the employee must use the applicable sick or bereavement leave, but is ineligible for holiday or vacation leave.

## **ARTICLE 25**

### **UNIFORMS**

Section 1. The City reserves the right to determine what uniforms will be worn and the manner in which uniforms will be provided.

Section 2. The City shall provide to employees who are required to wear uniforms, clean and presentable work shirts and jeans or trousers. Additionally, at the discretion of the supervisor, a jacket and/or insulated coveralls may be provided as needed. New jackets or coveralls will not be issued until the employee's previous jacket or coveralls are returned to the City or the actual cost of the jacket or coveralls is paid by the employee.

Section 3. The City shall provide safety boots to employees who are required to wear them. The City reserves the right to determine which boots will be worn and the manner in which the boots will be provided. Safety equipment which deteriorates beyond acceptable appearance and function may be replaced at the discretion of the Department Head.

Section 4. The City shall provide safety prescription glasses for employees who have three months of continuous service with the City and hold a position identified as requiring eye protection by the Safety Coordinator. Lenses and frames will be provided no more than once in a twelve month period from a vendor of the City's choice. The frames will be of a style and cost approved in advance by the City of Enid or the allowed cost may be applied to a frame of the employee's choosing, provided it meets and displays the ANSI Z87 standard. Once purchased by the City of Enid, use of prescription safety eyewear is considered mandatory PPE while on duty. Lenses or frames that are broken or damaged in the scope of employment must be reported and returned to the supervisor immediately and may be replaced under this agreement. Misplaced or lost prescription safety glasses must be replaced by the employee at the employee's expense.

Section 5. All employees are required to report to work with these uniforms and/or work clothing in a clean and neat condition. Clothing items provided by the City which are damaged during non-work hours or lost by the employee shall be replaced at the employee's expense at the City's cost per item. An employee may be subject to discipline should he or she fail to maintain an appropriate work wardrobe.

Section 6. All shirts, caps, jackets, identification badges and other clothing items with the City of Enid name and/or logo shall remain the property of the City of Enid and are only to be used in conjunction with authorized work activities. Upon separation, the employee must return these items. The City of Enid is authorized by this Agreement to deduct the City's cost per item not returned from the employee's final paycheck.

## **ARTICLE 26**

### **401K**

The parties agree that it is in the best interest of the City and the Union to continue to offer a 401K plan. Employees may contribute, at their own risk, amounts allowed by law.

## **ARTICLE 27**

### **TUITION SCHOLARSHIPS**

The parties agree to follow the Tuition Scholarship procedures as outlined in the City of Enid Personnel Manual.

## **ARTICLE 28**

### **INSURANCE**

Section 1. Health insurance, including any dental coverage, will be provided by the City to the extent practical. The City retains the right to determine the health insurance coverage, including dental coverage, offered by the employees, and revise such coverage and premium amounts in the interests of the City as a whole. In the event that the City desire to modify, alter or change health insurance plans or benefits, coverage or premiums under the health insurance plan offered to employees at any time during the Fiscal Year, the Union may elect to reopen negotiations on this Article only.

Section 2. Employees who participate in the City's health insurance are entitled to participate in the City's wellness program.

Section 3. At the time of enrollment for health care, any member of the bargaining unit may opt out of the City's health insurance plan if that member can show proof of major medical coverage on a spouse's group plan. Once the member has opted out, that member can only opt in during the subsequent enrollment period for health care the following year unless that member can establish a loss of coverage through a life circumstance as defined in the City's health insurance plan or other applicable regulations.

Section 4. This Article supersedes Section 514(A) of the City's Personnel Manual.

## **ARTICLE 29**

### **COMPENSATION**

Section 1.

- A. For Fiscal Years 2018-2019, 2019- 2020, the City agrees to continue the AFSCME pay plan, attached in Appendix Two.
  - 1. Exceptions
    - a. Employees who are "maxed out" of the pay plan and currently receiving an hourly wage at or above the maximum range for that job classification

will receive a pay increase of 1.0 % effective on July 9, 2018. Pay increase will begin to be paid on July 27, 2018 payroll.

Employees who are “maxed out” of the pay plan and currently receiving an hourly wage at or above the maximum range for that job classification will receive a pay increase of 1.0 % effective on July 8, 2019. Pay increase will begin to be paid on July 26, 2019 payroll.

- b. Probationary employees who are hired after December 31, of 2017, will not advance in the pay plan on the July 9, 2018, step date, but will remain in step one. Probationary employees hired prior to December 31, 2017, will advance to step 2 of the pay plan on the July 9, 2018, step date. Pay increase will begin to be paid on July 27, 2018 payroll.

Probationary employees who are hired after December 31, of 2018, will not advance in the pay plan on the July 8, 2018, step date, but will remain in step one. Probationary employees hired prior to December 31, 2018, will advance to step 2 of the pay plan on the July 8, 2019, step date. Pay increase will begin to be paid on July 26, 2019 payroll.

- B. The City expressly reserves all management rights listed in Article 11 of this agreement including, but not limited to, the right to determine job classifications, the right to determine placement and/or movement within the pay plan, and the right to modify salary ranges within the pay plan, without reducing any employee’s current compensation, except and otherwise provided for in this Agreement

Section 2. Longevity:

- A. The City agrees to continue longevity pay to employees as reflected in the City Personnel Manual. Longevity shall be calculated based on years of continuous service with the City of Enid as of June 1 and December 1 of each Fiscal Year. The amounts listed in the Personnel Manual are the total amounts of longevity pay for the Fiscal Year.
- B. Longevity pay will be paid in two (2) installments; with one half of the annual payment to be made in December and one half of the annual payment to be made in June of each fiscal year.
- C. An employee shall be required to work fifteen (15) days during his or her last month in order for that month to be included in the pro-rated calculation.
- D. For purposes of determining continuous services, lapses in employment of less than one (1) year or lapses caused by a layoff and a subsequent rehire during the recall period will not be considered a break in service.

Section 3. Overtime:

- A. All employees must record all hours worked to enable compliance with the Fair Labor Standards Act (FLSA).
- B. The Department Head shall approve all overtime prior to the time it is worked. Non-exempt employees shall not be allowed to answer emails, make phone calls or perform any overtime work without prior approval of the Department Head. Working overtime without prior authority shall be subject to discipline. This Section is not intended to prohibit incidental work-related contact between supervisors and employees.
- C. Overtime shall mean all time worked in excess of forty (40) hours in a designated work week, as required by the FLSA. All regular overtime compensation shall be made at the rate of one and one-half times the regular hourly rate as required by the FLSA or this agreement.
- D. Overtime compensation shall not be paid more than once for the same hours worked under any provision of this Agreement, state or federal law.

Section 4. Shift Differential:

- A. For those departments who regularly staff twenty-four (24) hour coverage daily, the following shift differential pay rates will apply to actual hours worked by those employees assigned the applicable schedule in the timekeeping system:

1 <sup>st</sup> Shift	Regular hourly rate only
2 <sup>nd</sup> Shift	Regular hourly rate + 25 cents per hour
3 <sup>rd</sup> Shift	Regular hourly rate + 40 cents per hour

or, in the case of 12 hour shifts:

1 <sup>st</sup> Shift	Regular hourly rate only (6:30 a.m. to 6:30 p.m.)
2 <sup>nd</sup> Shift	Regular hourly rate + 40 cents per hour (6:30 p.m. to 6:30 a.m.)

- B. Regularly scheduled shifts shall mean those employees who are budgeted within that department and are assigned to work a specified shift. Shift differential shall not apply to employees regularly assigned other job duties who volunteer to work extra hours or duties.
- C. This Section supersedes Section 805 of the City's Personnel Manual.

Section 5. Standby Pay:

- A. All employees eligible for overtime shall be paid One Dollar (\$1.00) per hour while they are on standby and available for work at the request of the Department Head.

- B. Employees who are on standby shall be provided with a cell phone. They are free to conduct personal business subject to being able to respond to an emergency within thirty (30) minutes. Employees on call must not be in violation of the City of Enid Drug and Alcohol Testing Policies.
- C. Employees who are called into work while standby and any additional employees necessary for such emergency, whether they be on standby or not, shall receive a minimum of two (2) hours pay to handle the call. Only one (1) two (2) hour minimum will be paid even if other call-outs occur within the two (2) hour minimum time. The total hours of stand-by pay shall be reduced by any minimum time and/or actual work time paid.
- D. If an employee is required to be on standby on an authorized holiday, he/she shall receive twenty-four (24) hours of on-call pay minus time worked.

Section 6. Temporary Upgrade Pay

- A. The City may temporarily place an employee in a different job to allow for the orderly performance of City services.
- B. If the temporary placement exceeds fifteen (15) calendar days in duration, the position is higher in the municipal pay plan, and the employee will perform all functions of the position, the employee will receive temporary upgrade pay beginning on the sixteenth (16th) calendar day of the assignment in the following circumstances:
  - 1. A position is vacant and the time required for the hiring process is such that the position needs to be temporarily filled; or
  - 2. A position is temporarily vacant because the employee who fills the position is on extended or on a light duty assignment.
- C. The selection of the employee for temporary placement shall be made at the discretion of the City. The City will not rotate employees in and out of a temporary assignment in order to avoid the payment of temporary upgrade pay.
- D. The temporary upgrade in pay shall equate to a four percent (4%) adjustment in pay or the entry-level salary for the vacant position, whichever is greater, for the duration of the temporary assignment.
- E. The employee temporarily placed in a different job shall, during the duration of the temporary assignment, have the FLSA classification (exempt or non-exempt) of the position filled.
- F. This Section supersedes Section 802.4 of the City Personnel Manual.



This Collective Bargaining Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2018, by the City of Enid and on the \_\_\_\_ day of \_\_\_\_\_, 2018, by the American Federation of State, County and Municipal Employees (AFSCME) Local #1136.

The City of Enid, Oklahoma,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

American Federation of State, County and  
Municipal Employees Local #1136

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Printed Name

**APPENDIX ONE (1)**  
**BULLETIN BOARD LOCATIONS**

Section 1. The City agrees to provide bulletin boards at the following locations:

- A. Administration Building in the lower level kitchen on the South wall.
- B. Police Station in break/snack room on the North wall.
- C. Service Center break room.
- D. Airport.
- E. Animal Control.

Section 2. The Union may place notices on existing bulletin boards at the following locations:

- A. Fire Department.
- B. EPTA.
- C. Airport.
- D. Parks and Recreation.
- E. Technical Services/Traffic Control.
- F. Landfill.
- G. Golf Course (boards in men's and women's rooms).
- H. Water Plant #1.
- I. Service Station.
- J. Library (staff bulletin board).
- K. Woodshop.
- L. Roadway Maintenance/Stormwater.
- M. Water Reclamation Services.

Section 3. These bulletin boards may be used to inform employees concerning Union issues, progress of negotiations or other union matters.

**APPENDIX TWO (2)**

**AFSCME PAY PLAN**

**APPENDIX THREE (3)**

**DRUG & ALCOHOL TESTING POLICIES**

**City Commission Meeting**

**7.5.**

**Meeting Date:** 07/17/2018

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND FOP LODGE #144 FOR FISCAL YEARS 2018 THROUGH 2020.**

**BACKGROUND:**

The City of Enid and the FOP have completed negotiations of a two year Collective Bargaining Agreement.

The Agreement provides for a 2.5% across the board increase for fiscal year 2018-2019. For fiscal year 2019 and 2020, the pay plan will provide an additional last step to the payment plan which provides a 2.75% increase over the previous step. Assignment pay for field training officers has been increased from sixty to one hundred dollars and for field training sergeants the assignment pay has been increased from fifty to one hundred and twenty five dollars a month. Similarly, assignment pay for the SWAT Team has been increased from sixty to one hundred dollars a month. The uniform allowance has been increased from three hundred a year to four hundred a year and the provider has changed.

Various other changes to language have been approved to confirm the agreement to current departmental practices. Negotiations and the proposed changes to the Collective Bargaining Agreement were discussed in executive session on June 19, 2018. The Union membership has voted to accept the agreement.

**RECOMMENDATION:**

Approve and authorize Mayor Shewey to execute the Collective Bargaining Agreement.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

FOP CBA

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF ENID, OKLAHOMA,  
AN OKLAHOMA MUNICIPAL CORPORATION**

**AND**

**THE ENID/GARFIELD COUNTY FRATERNAL  
ORDER OF POLICE LODGE #144,  
AN OKLAHOMA NON-PROFIT CORPORATION**

**FISCAL YEARS**

**2018-2019**

**2019- 2020**

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## ARTICLE 1

### PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as City, and the Enid/Garfield County Fraternal Order of Police, Lodge #144, an Oklahoma Non-Profit Corporation, hereinafter referred to as Lodge, to achieve and maintain harmonious relations between the City and the Lodge, and to provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the residents of Enid.

## ARTICLE 2

### RECOGNITION

The City recognizes the Lodge as the exclusive bargaining agent for full-time paid employees of the Enid Police Department, except the Police Chief and a designated administrative assistant, to the extent required by the Fire and Police Arbitration Act ("FPAA"), and except civilian employees, reserve police officers and part-time employees to the extent permitted by the FPAA.

## ARTICLE 3

### TERM OF AGREEMENT

Section 1. The City and the Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Lodge.

Section 2. This agreement shall be effective as of July 1, 2018 and shall remain effective until June 30, 2020. This agreement shall thereafter continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Lodge at least thirty (30) days before the anniversary date of this agreement. However, should either the City or the Lodge intend to negotiate monetary issues, such notice shall be given at least one hundred and twenty (120) days before the anniversary date of this agreement.

Section 3. Before the beginning of each fiscal year during the term of this agreement, the City Commission shall determine whether to appropriate funds for expenditures under this Agreement for the fiscal year, as is required under the City's budgetary authority, and the Oklahoma Constitution and statutes. Should the City Commission fail to appropriate funds for expenditures under this agreement, either the City or the Lodge may elect to reopen negotiations on monetary issues only.



## ARTICLE 4

### MANAGEMENT RIGHTS

Section 1. The Lodge recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities under law and to the citizens of the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, except those abridged or modified by this Agreement.

Section 2. The City retains its rights in accordance within the Constitution and Laws of the State of Oklahoma and the rights, responsibilities and duties contained in the Charter of the City of Enid, and the ordinances, regulations, and policies promulgated thereunder. Such rights include, but are not limited to, the following rights:

- A. To determine Police Department policy and operations, including the rights to manage the affairs of the Police Department in all aspects;
- B. To assign and determine working hours, including overtime, and to allocate and assign work to members of the Police Department;
- C. To manage and direct the members of the Police Department, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote or transfer, or to discharge, suspend, demote or discipline any member of the Police Department, whether probationary or non-probationary;
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department, to determine job classifications and ranks based upon duties assigned, to determine the number of employees to be employed by the Police Department, to determine the manning of shifts in the Police Department, and to determine the standards of performance of members of the Police Department;
- E. To determine the safety, health and property protection measures for the Police Department;
- F. To be the sole judge of the qualifications of applicants and training of new employees;
- G. To establish, modify, revise and enforce City and Police Department rules, regulations, policies, procedures, directives and orders. The parties agree, when practicable for the City, to provide the Union ten (10) calendar days' notice of all proposed modifications or revisions to rules, regulations, policies, procedures and directives. After the ten (10) days, the City may implement the modifications or revisions;
- H. To determine the methods, means, procedures, locations and personnel by which the operations of the Police Department are to be conducted;
- I. To introduce new, improved, or different methods and techniques of operation of the Police Department, or change or eliminate existing methods and techniques;

- J. To maintain the efficiency of operation of the Police Department;
- K. To determine the amount of supervision necessary;
- L. To determine and control the departmental budget;
- M. To increase, reduce, change, modify or alter the composition and size of the work force of the Police Department, including but not limited to, the right to relieve members of the Police Department from duties due to lack of work, lack of funds or other legitimate reasons;
- N. To take whatever actions may be necessary to carry out the mission of the City in situations of emergencies, including the assignment of duties to members of the Police Department.

Section 3.

- A. The Mayor and Board of Commissioners have the sole authority to determine the budget of the City and its various departments, including the total amount of the budget of the City and its departments, and the allocation of the budget to different functions, priorities and departments.
- B. The Police Chief has the sole authority to determine the purpose, mission, duties and responsibilities of the Police Department.

Section 4. The rights, responsibilities and prerogatives listed in this Article are inherent to the City, the Police Chief and/or to the Police Civil Service Commission (PCSC) by virtue of Constitutional, statutory and charter provisions, and are not subject to delegation in whole or in part.

Section 5. The Lodge agrees that the rights listed in this Article shall be retained by the City, the Police Chief and the PCSC regardless of the frequency of exercise by the City, the Police Chief or the PCSC.

## ARTICLE 5

### PROHIBITION OF STRIKES

The Lodge agrees to a prohibition of any work stoppage, slowdown, strike or other job action, e.g., secondary boycott, sit-down, concerted refusal to perform work of any kind, mass absenteeism, or any other interruption or disruption of the operations of the Police Department and the City of Enid. Members of the bargaining unit are prohibited from engaging in any work stoppage, slowdown, strike or other job action.

## ARTICLE 6

### HOURS OF WORK

#### Section 1.

- A. Except as provided in Section 2, the work period for unit members, uniformed and non-uniformed, shall consist of fourteen (14) day periods. Overtime shall be paid for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day work period.
- B. Each unit member, at his or her option, may place all or none of his or her straight time into a compensatory time bank, up to a maximum of one hundred and sixty (160) hours. Only straight time may be placed in a unit member's compensatory time bank.

Section 2. Lieutenants and Captains are exempt employees under the Fair Labor Standards Act (FLSA).

Section 3. Off-duty Officers assigned to special projects will be paid at a rate of one and one-half (1½) hours for each hour worked on such assignment with a minimum of five (5) hours pay, except for businesses that have been approved by the Chief of Police or his designee to pay officers directly. Special projects are defined as assignments for which the department receives reimbursements from third parties for officers to provide security, e.g., school football games and dances, but expressly excludes work funded by grants.

Off-duty officers will be allowed to work in uniform for specified businesses and be compensated at a rate of no less than thirty dollars (\$30.00) per hour by the business. This payment will be made directly to the officer by the business.

This extra-duty employment will be scheduled through the Enid Police Department Training Division and will consist of uniform security. Officers will be allowed to utilize their assigned take-home units only to travel to and from the business.

Employment with the business should not interfere with officers' regular duty assignments.

Section 4. Attendance at training or schools by unit members for which the department has approved the attendance of the unit member, whether the school falls on the unit member's day off or on a regular workday, will be considered hours worked. If the school falls on a unit member's day(s) off, the unit member may be given another day(s) off within the fourteen (14) day work period.

- A. Unit members who attend training or schools in which the department has approved the attendance of the unit member and the school lasts in duration less than six (6) hours, unit member shall be compensated the actual time they attend school.

- B. Unit members who attend training or schools in which the department has approved the attendance of the unit member and the school lasts in duration six (6) hours or more for one (1) day, then the unit member shall be compensated a minimum of ten (10) hours.
- C. Unit members attending training or schools, with department approval, that last for five (5) days or longer shall be on a five (5) day work week for the duration of the class. Any class time that exceeds eight (8) hours in one (1) day will be subject to additional compensation.

## ARTICLE 7

### SHIFTS

Section 1. The Police Department shall provide service to the public twenty-four (24) hours a day, seven (7) days a week. Officers in the patrol, traffic and investigative services divisions, as well as K9 officers, community police officers and Drug Abuse Resistance Education (DARE) Officers will work a four (4) day a week, ten (10) hours a day (“4-10”) schedule as set forth in this Article 7. Officers who are assigned to work a 4-10 shift schedule will normally work shifts of ten (10) hours in duration, to be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. This typical schedule of days on and days off may be adjusted as needed by the Police Chief based on the operational needs of the department. Also based on the operational needs of the department, the Police Chief, in his discretion, may add or remove shifts or adjust the starting and ending time of the shifts. The usual shift schedule will be as follows:

#### A. Patrol Shifts

A Shift - starting at 0600 hours and ending at 1600 hours.

B Shift - starting at 1400 hours and ending at 2400 hours.

C Shift - starting at 2100 hours and ending at 0700 hours.

Officers working patrol will attend muster. Patrol shifts will not rotate.

#### B. Traffic Shifts

A Shift - starting at 0600 hours and ending at 1600 hours.

B Shift - starting at 1100 hours and ending at 2100 hours or

B Shift - starting at 1300 hours and ending at 2300 hours.

Officers working traffic will attend muster. Traffic shifts may rotate.

#### C. Detective Shifts

A Shift - starting at 0700 hours and ending at 1700 hours.

Detectives shall attend muster. Detective shifts may rotate.

Officers assigned to narcotics are excluded from the detectives shift schedule.

D. Shifts of K-9 Officers

Officers assigned to the K-9 unit will be scheduled for 10-hour shifts. Duties of K-9 officers require the daily care, grooming and maintenance of animals used in police assignments. To perform such duties, K-9 officers will be released from his or her regular work assignments for a period of one (1) hour for each full ten (10) hour shift. This one (1) hour is to provide time for necessary care, grooming and maintenance of the animals in performance of police duties. This one (1) hour off from regular assignments contemplates all time used by said officer for the care, grooming and maintenance of the animals, including time used on days said officers are not assigned to work. Officers assigned to the K-9 unit shall not be entitled to any additional pay for the daily care, grooming and maintenance of the animals. An average of twenty-four (24) days per year will be designated by the Chief of Police or his designee as training days for K-9 unit.

E. Field Training Officers (FTOs)

Officers assigned duties as FTOs shall be scheduled for an A, B or C shift and Traffic, and must attend muster.

F. Street Crimes Unit (SCU)

Officers assigned duties as SCUs shall have variable shifts that are set by the Chief or his designee.

G. DARE Officers

Officers assigned as DARE Officers shall be scheduled for ten (10) hour shifts, or if the operations of the department require, after considering other options, eight (8) hour shifts which may be different than the A, B and C shifts. DARE officers must participate in a muster.

H. Sergeants

All sergeants shall be assigned to a 4-10 schedule in appropriate supervisory numbers as determined by the Police Chief. Sergeants' shift times may vary from shift times for officers on 4-10 schedules. Sergeants must participate in a muster.

I. Probationary officers

Probationary officers shall be assigned to a 4-10 schedule during in service training and during Council on Law Enforcement Education and Training (CLEET) academy.

- J. Lieutenants and Captains can be assigned to 4-10 schedules at the Police Chief's discretion.
- K. Training Division

Officers assigned duties in this division will work four (4) ten (10) hour days or five (5) eight (8) hour days as the operations of the department require.

Section 2. The Police Chief shall retain the right to alter shifts, including the starting and ending times, on a temporary basis in the interests of the operation of the department. The Police Chief shall retain the right to schedule special assignments and shifts for any special duty work in the department. The Police Chief shall retain the right to schedule unit members' days of work.

Section 3. Officers assigned to a 4-10 shift schedule will be permitted to take two (2) twenty (20) minute rest breaks and one (1) thirty (30) minute meal break during their ten (10) hour work shift, provided they have authorization from the dispatcher or their supervisor. No overtime or compensation will be paid or given for any missed rest or meal breaks. Officers remain subject to call during all breaks and meal times.

Section 4. Shift Bidding for Uniform Services Division

- A. Sergeants and Officers assigned to the Uniform Services Patrol Division will have the opportunity to bid for shifts and days off. The shift bidding process shall take place one time annually, generally during the month of October, and be completed by November 30th, and will take effect on the first day of the first pay period of the immediately following calendar year.
- B. The Chief of Police will assign Patrol Lieutenants to shifts, along with a designated number of Sergeants and Officers, to each Patrol shift. Prior to shift bidding, the Chief will post a list of Sergeants and Officers not eligible for transfer.
- C. Each Patrol Lieutenant will prepare a shift schedule that outlines the number of Sergeants and Officers assigned to his/her respective shift.
- D. The Patrol Captain will post the bid schedule, along with a list of Sergeants and Officers eligible to bid, listed in order of seniority with the Enid Police Department. Only Sergeants and officers assigned to the Patrol Division at the time the bid schedule is posted will be eligible to bid for shifts and days off for the upcoming year. The Patrol Captain will maintain records of the bid process for a period of two (2) years.
- E. Bidding will begin with the Sergeants based on their seniority by date of promotion. Once a Sergeant or Officer has been contacted to place their bid, they will have an opportunity to review the bid board/sheet. The Sergeant or Officer, after reviewing the bid board/sheet, will have up to two (2) hours to complete their bid. If the Sergeant or Officer does not complete their bid within the two (2) hours, the next person in seniority will be contacted to complete their bid. If a Sergeant or Officer does not complete their bid within the two (2) hours, they are given the next choice when they contact the Police Department. Upon

completion, the Chief of Police will review the Sergeant bidding. The Chief of Police will then make any changes based on operational needs of the department. Upon the Chief of Police's approval of the Sergeants' shift bidding, Officers will begin the bidding process, based upon seniority within the Enid Police Department, starting with the most senior officer and ending with the newest officer.

- F. The Officers' shift bidding will be conducted in the same manner as the Sergeants' shift bidding in Subsection E.
- G. Each Patrol Lieutenant will have to consider the number of SWAT Operators designated to his/her shift, based upon what that individual shift can support for SWAT Training. SWAT Operator's seniority will be determined by the date of hire or date of promotion with the Enid Police Department and not with seniority on a particular team. If a particular shift has reached the allotted number of SWAT Operators, the remaining team members will have to choose another shift for which SWAT positions are still available.
- H. Each Patrol Lieutenant will be allowed at least one (1) FTO Sergeant and two (2) FTOs per shift. At the beginning of each calendar year, the Patrol Lieutenant will appoint his or her shift FTOs for that calendar year.
- I. In the event that two (2) officers mutually agree to trade shifts and/or days off within the calendar year, they will assume each other's shifts and/or days off until they are eligible for the next year's shift bidding process. Any such mutual agreement shall be submitted to the through the Police Chief, through the Chain of Command, for his approval at least fourteen (14) calendar days before the agreed trade is planned to occur. The Police Chief may, in his sole discretion, deny the request. If approved, the trade will go into effect at the start of the next fourteen (14) day period. If Officers are added or removed from a shift, or if an Officer mutually transfers between Detectives, Dare or any other division of the Department, seniority shall prevail.
- J. In the event that Patrol Officers are added or removed from a shift during the calendar year by the Chief of Police, the Patrol Officers' days off are subject to restructure. Each Patrol Officer would get his/her choice of days off based upon his/her seniority on the newly restructured schedule.
- K. Nothing in these procedures shall prevent a mid-year shift change or any other transfers as the Police Chief deems necessary. The shift bidding procedure is non-binding and the Police Chief retains the authority to staff the department based on operational needs.

## ARTICLE 8

### SENIORITY

Section 1. Seniority shall have the same meaning as provided in the City Charter.

- A. For promotions, seniority in service and examinations shall be considered;
- B. For reductions in force, seniority shall prevail.

Section 2. In the event the Charter is changed by a vote of the people and such change(s) alters, modifies, limits or expands the provisions of the Charter relating to seniority, seniority shall have the same meaning as in the revised Charter.

Section 3. For other matters not covered by the Charter, seniority shall mean time in grade.

Section 4. Seniority shall be lost upon the unit member's separation from employment with the City, however such separation occurs, except that in a reduction in force (layoff), seniority will be reinstated if the laid-off individual is recalled pursuant to Section 5.

Section 5. Reductions in Force.

- A. The employees with the least seniority in the Enid Police Department shall be laid off first.
- B. If, after a reduction in force, there is a vacancy in the Police Department, the City shall reinstate a laid-off employee to the same classification in which he was formerly employed. Reinstatements shall be done in order of seniority. Leave time will not accrue during a period of layoff. Upon reinstatement, vacation leave, sick leave and seniority will be reinstated at the rate which is in effect on the date of reinstatement, and any such leave not compensated for at the time of layoff shall be restored.
- C. The City will place laid-off individuals on a recall list. In case of a recall, contact will be made by certified mail to the individual at the address on file in the personnel office. It is the individual's responsibility to keep the personnel office informed of his current address and telephone number. Each individual contacted will be given forty-eight (48) hours from the date of the individual's receipt of the recall notice to notify the City of his intentions. If the individual fails to notify the City within this forty-eight (48) hour period, he will relinquish all recall rights. The individual will have seven (7) calendar days from the date he notifies the City of his intent to return to work to actually report to work. If the individual does notify the City of his intention to return to work, but fails to report to work on the agreed-upon starting date, he will relinquish all recall rights.



## ARTICLE 9

### PROMOTIONS

Section 1. Promotions will be handled in accordance with the City's Charter.

Section 2. In addition, the following provisions will apply:

- A. Officers who are eligible and desire to apply for a promotion will have sixty (60) calendar days to study for the promotion examination(s);
- B. A bibliography relating to the promotion examination(s) will be posted;
- C. If an officer withdraws from a promotion examination(s), it will be noted;
- D. An officer who takes the promotion examination(s) will be permitted to review his or her written examination answer sheet. If permitted by the test company, the officer will be allowed to review the test booklet as well. Review of the answer sheet and/or test booklet shall be at a time and place set up by the Secretary of the PCSC.;
- E. In no event shall an officer be permitted to review any notes of any examiner;
- F. A Lodge representative will be permitted to watch the taking of the written examination and the oral interviews;
- G. The eligibility list will be stricken after one year;
- H. The Police Civil Service Commission ("PCSC") will develop a written procedure for administering each promotional examination(s), which will include a uniform method of scoring the written and oral examination(s). Such procedure will be provided to the Lodge prior to the promotional examination(s). The PCSC may alter, amend, modify or change, in whole or in part, the written procedure for each promotional examination before each examination under the City's Charter.
  - 1. The Secretary of the Police Civil Service Commission shall:
    - a. Apprise exam candidates on the oral board categories sixty (60) calendar days prior to the examination.
    - b. Provide exam candidates a summary of his/her performance during the oral board.
    - c. With the Lodge representative, debrief exam candidate upon request.

Section 3. Time in grade requirements shall apply to all officers hired after March 4, 2003. Any officer that was hired prior to March 4, 2003 is “Grand-Fathered” and not subject to time in grade requirements.

The following are the time in grade requirements:

No patrol officer shall be examined for promotion for any grade until they have served at least four (4) years of service with the Enid Police Department.

No Sergeant shall be examined for promotion for any grade in the department until they have served at least two (2) years as Sergeant.

Those officers holding the rank higher than Sergeant are not subject to time in grade and are eligible for promotion exams to any rank.

## ARTICLE 10

### LEAVE TIME

Section 1. Holidays.

- A. The City currently recognizes the following holidays, except for personnel employed on continuous operations, such as Police Department employees:
1. New Year's Day (January 1);
  2. Dr. Martin Luther King Jr. Day (Third Monday in January);
  3. President's Day (third Monday in February);
  4. Memorial Day (the last Monday in May);
  5. Independence Day (July 4);
  6. Labor Day (the first Monday in September);
  7. Veteran’s Day (November 11);
  8. Thanksgiving Day;
  9. Friday after Thanksgiving Day;
  10. Christmas Eve (December 24);
  11. Christmas Day (December 25).
- B. If an hourly employee is required to work an authorized holiday, he shall receive pay for the holiday at straight time and for the time worked on the holiday at his\_overtime rate. If the hourly employee did not work a full shift on the holiday, his compensatory time bank will be reduced to make up the shortfall.
- C. When a holiday falls on an employee's regularly scheduled day off, the employee will receive an additional normal day's pay at straight time, or an additional day off during that fourteen (14) day work period or the employee may add the hours to his\_compensatory time bank if his bank is not full.

- D. Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive compensation for the holiday and may be disciplined.
- E. If the holiday falls within an employee's vacation time, it will be paid as a holiday.
- F. The City reserves the right to require any employee to work on a holiday if, in the judgment of the Police Chief, it is necessary to meet the requirements of the Police Department.
- G. If an employee has been scheduled to work on a holiday and fails to report for work, the employee will be ineligible for holiday pay and may be subject to disciplinary action, unless the absence has been excused or authorized by the Police Chief. In such latter cases, the employee will be charged the holiday pay and not the sick leave pay.
- H. For officers working a 4-10 shift, a holiday shall be considered a ten (10) hour day.

Section 2. Vacations.

- A. Full time employees who are members of the bargaining unit shall be eligible for vacation leave as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued Per Year</u>
1-9	120 hours
10 - 14	160 hours
15 or more	200 hours

Beginning on the first (1st) day of employment, vacation shall accrue at 4.62 hours per pay period. Beginning on the ninth (9th) anniversary of employment, vacation shall accrue at 6.16 hours per pay period, and beginning on the fourteenth (14th) anniversary of employment, vacation shall accrue at 7.70 hours per pay period.

- B. Employees must be full time to be eligible for vacation leave. Employees are not eligible to utilize vacation leave until they have completed the department's field training program and been assigned to a permanent shift. Accrued vacation leave may be carried over to the next fiscal year, if approved by the Police Chief.
- C. Vacation leave shall be scheduled only with the approval of the Police Chief, and must be scheduled at least three (3) calendar days in advance. The Police Chief has the sole discretion to grant or deny vacation time.
- D. The taking of vacation by exempt unit members will be at the Police Chief's discretion
- E. Scheduled days off and holidays which fall within a unit member's scheduled vacation time shall not count against his vacation leave.

- F. Unit members may take vacation leave in one (1) hour increments as long as it does not affect staffing. Vacation leave of not more than one (1) day is not limited by subsection C or D of Section 2 of this article but should be requested as soon as possible.
- G. The following method shall be used department wide in approving vacations.
1. Each Uniform Services Shift, including the Traffic Division, will post a six (6) month calendar in a conspicuous place on which officers of that shift can indicate the desired dates of their vacation. Other divisions may post such a calendar if it is desired.
  2. When an officer wants to take vacation during that six (6) month time period, he will write his name on the calendar in the corresponding dates.
  3. If any officer writes his name on the calendar and no other officer is wanting the same time period, the requesting officer will be granted the vacation, and the vacation request will be forwarded to the Chief of Police.
  4. In the event that two (2) or more officers request vacation during the same time period and it is more than thirty (30) days until the onset of the requested vacation, the senior officer will be granted the leave time.
  5. All vacations are subject to staffing needs and may be cancelled by management based on department needs.
  6. All vacations are subject to vacation time available to a particular requesting officer. Sick leave may not be used to supplement vacation time.
  7. Vacation hours carried over from a previous year do not take precedence over seniority.

Section 3. Sick Leave

- A. Sick leave is available to members of the bargaining unit only when such employees are unable to perform their duties due to personal sickness or injury, or for medical, dental or optical appointments.
- B. An employee is required to notify his or her immediate supervisor or the on-duty supervisor a minimum of one (1) hour in advance of the beginning of his shift or scheduled work, as the case may be, of his intention to use sick leave. The approval of the officer's supervisor is required for the officer to take sick leave.
- C. Any sick leave granted for medical, dental or optical appointments shall not exceed the actual time necessary for examination or treatment and reasonable travel time, as determined by the Police Chief.

- D. Sick leave shall accrue at the rate of twelve (12) work days with pay per year of service, with a maximum accrual of ninety (90) eight (8) hour or seventy-two (72) ten (10) hour days.
- E. Employees who have accrued ninety (90) eight (8) hour\_days or seventy-two (72) ten (10) hour\_days, both of which equate to eighteen (18) weeks\_of sick leave, may be eligible for sick leave buy-back not to exceed fifty dollars (\$50.00) per day and twelve (12) sick leave days per year, as approved by the Police Chief in his sole discretion. This sick leave buy-back shall only be paid for sick leave days accrued and not taken during the fiscal year. No employees shall be eligible to accrue or carry over more than ninety (90) eight (8) hour days or seventy-two (72) ten (10) hour days of sick leave. Employees, who at the time of their retirement after twenty (20) or more years of service or for a disability, shall be eligible for sick leave buy-back not to exceed fifty dollars (\$50.00) per day.
- F. The Police Chief or his designee may require a doctor's certificate before approving sick leave over three (3) consecutive days, or for any amount of time if he can articulate the reason the employee is misusing paid sick leave. The police chief or his designee may require a release to return to work after an employee has been off work due to illness or injury if he has reason to believe the employee may not be fit to return to work.
- G. Illness occurring while an employee is on vacation shall not be charged to sick leave but shall remain as vacation.
- H. When termination of employment occurs, no payment for sick leave will be made, except as provided in Subsection E, if applicable.
- I. Full-time, non-exempt regular employees shall be charged the number of hours missed from their normal work schedule.
- J. Use of Sick Leave for Immediate Family.
1. One hundred and sixty (160) hours of accrued sick leave may be used in a fiscal year for the sickness or injury of a member of the employee's immediate family. Immediate family, for the purposes of this section, shall mean wife, husband, child or any relative residing with and dependent upon said employee. Sixty (60) hours of accrued sick leave may be used in a fiscal year for an employee's parents while the employee is providing care to the sick or injured parent.
  2. The Police Chief may require a doctor's certificate before approving sick leave to care for an immediate family member if the leave lasts over three (3) consecutive days, or for any amount of time if the Police Chief has reason to believe an employee is misusing paid sick leave.
  3. Where two (2) or more employees are eligible to use leave for the same family member(s), only one (1) employee at a time will be authorized to use sick leave unless it is a life threatening sickness/injury. Then both employees will be allowed

to use sick leave. Where an employee desires to use sick leave to care for a mother who has given birth to the employee's child, the employee may use sick leave during the hospital stay and one (1) day at home.

Section 4. Funeral Leave

- A. Funeral leave is available to employees only when a member of an employee's immediate family dies.
- B. Funeral leave may not exceed a total of six (6) days per fiscal year. Funeral leave may not be taken in increments of less than one (1) hour.
- C. Shift Lieutenants may approve or deny funeral leave up to twenty (20) hours. If the employee is denied funeral leave, he or she may appeal to the Police Chief. The amount of leave to be granted will be determined by the Police Chief, in his sole discretion, taking into consideration the facts in each case. Employees must request funeral leave from the Police Chief to be eligible to receive such leave. Such leave is not automatically granted.
- D. The term "immediate family" shall mean: wife; husband; child; step-child; brother; sister; parents; step-parents, father-in-law; mother-in-law; grandmother; grandfather; grandchildren; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandmother-in-law; grandfather-in-law; uncle; aunt or any relative residing permanently with and dependent upon said employee. For funeral attendance of individuals not falling within this definition, the employee may request vacation, personal leave or leave without pay.

Section 5. Personal Time

- A. Unit members will be granted twenty (20) hours of personal time upon the effective date of this Agreement. Such personal time must be taken during the fiscal year of this Agreement, and may not be carried over to the next fiscal year.
- B. Personal time is to be extended in no less than one (1) hour increments.
- C. Personal time will be granted at the discretion of the unit member's immediate supervisor.
- D. Special Commendation Certificate. Officers who are awarded a Special Commendation Certificate will be awarded an additional ten (10) hour personal day to be taken within the fiscal year of the award. If the Special Commendation Certificate is awarded late in the fiscal year and staffing issues do not allow this personal day to be taken within the fiscal year, the Police Chief may, in his sole discretion, allow the day to be carried over to the next fiscal year only.

Section 6. Military Leave

- A. As outlined in Section 507 of the City of Enid Personnel Manual, any officer, when ordered by proper authority to military service, will be placed on a leave of absence with no loss of seniority. An officer is entitled to leave with pay of three hundred (300) hours per federal fiscal year (October 1 – September 30).
- B. An officer who is to be off for more than three hundred (300) hours may request usage of accrued vacation or other exchange time (ie: personal leave or accumulated leave) for that time which is not paid. However, use of sick leave is not authorized for military leaves of absence. As with any leave of absence, vacation and sick leave accruals will stop after the employee has been on leave without pay for more than one half of the pay period.

Section 7.      Bumping

- A. If an officer writes his name on the vacation calendar, he cannot be bumped from the requested dates if it is thirty (30) calendar days or less from the start of the requested leave.
- B. An officer who has been approved and is scheduled to take off work for a holiday, Acquired Time (AT), Personal Time, or Fitness Time may not be bumped from the requested dates if it is fourteen (14) days or less from the start of the scheduled time off.

Section 8.      Final Leave

- A. A regular full-time employee, after establishing a date of retirement from the City of Enid employment, may elect to use accrued vacation, personal leave, and acquired time (AT) as final leave. The employee must provide a request for use of final leave to his/her department supervisor not less than fourteen (14) days prior to the date the final leave is to begin. The request must specify the date of retirement and the date the requested final leave is to begin.
- B. The amount of final leave authorized shall not exceed a total of sixty (60) days. Once the request for final leave is accepted and the retirement date is established, the request cannot be rescinded except in accordance with the provisions of the Police Civil Service Amendment to the Charter of the City of Enid, Oklahoma. If unforeseen circumstances prior to the date the final leave is scheduled to begin result in an employee using an amount of accrued leave sufficient to cause leave balances to be less than that required to cover the period of final leave requested, the employee will be required to adjust the effective date of the final leave or the date of retirement accordingly.
- C. An employee in final leave status will continue to be paid the regular base bi-weekly wage through the City's payroll system up to a maximum of eighty (80) hours per pay period. Compensation will not include any type of incentive or special pay (i.e. shift differential, assignment pay, etc.) All employee benefits, except as noted in this section, will continue to the established retirement date.
- D. Final Leave shall be computed (and taken) in the following order: Personal leave, AT, vacation, and then sick leave. Any remaining AT and vacation balances, and any sick

leave balances up to ninety (90) days, will be paid on the final check. Sick leave balances will be paid in accordance with Section 3.E. No payment will be made for personal leave.

- E. Vacation used in amounts greater than eighty (80) hours within ninety (90) days prior to requesting Final Leave will be calculated into the Final Leave use.
- F. All City owned property shall be returned by the employee no later than two (2) weeks prior to the retirement date.
- G. Employees are not generally subject to recall once Final Leave begins. However, in the event that an employee is recalled to testify in court, he or she shall be paid in accordance with Article 31.
- H. Employees on final leave shall not be eligible for extra duty as defined in Article 6, Section 3 of this Agreement.

## ARTICLE 11

### RETURN TO WORK/FITNESS FOR DUTY

Section 1. Return to Work. The City and the Lodge mutually recognize that the physical and mental health and the physical fitness of each employee are of paramount importance. Therefore, the parties agree as follows:

- A. After Sickness, Illness or Injury:
  - 1. Any employee who has been absent for an extended period of time due to any physical, mental or emotional condition shall be required to obtain and present to the Police Chief a written release from a licensed physician stating that the employee is capable of returning to work without any limitations or restrictions. The physician's statement shall include a brief description of the nature of the injury or condition (i.e. arm fracture, psychological condition or medical procedure). The physician's statement shall also include whether the employee may return to work, the date on which the employee is released to return to work and what limitations or restrictions are in effect for the employee. If the employee's physician determines that the employee is unfit for duty, then the City may place the employee on administrative duty or leave pending administrative action.
  - 2. To ensure the ongoing health and safety of all employees and in the interest of the citizens of the community, the Police Chief or designee has the right to require the employee to submit to a fitness for duty examination with a physician of the City's choosing and at the City's expense.



Consistent with the Americans with Disabilities Act, said examinations must be job related, consistent with business necessity and shall only be done for the purposes of determining an employee's ability to perform job-related functions. This requirement may be met when an employer has a reasonable belief, based on objective evidence, that:

- a. an employee's ability to perform essential job functions will be impaired by a medical condition; or
  - b. an employee will pose a direct threat due to a medical condition.
3. The City shall provide the employee with a copy of the report of the examination. The employee shall be requested to execute such authorizations and releases as may be necessary in order to provide the City physicians with pertinent medical records. The employee has the right to deny the request to sign the medical records release identifying previous treatment. If the employee refuses to sign the medical records releases requested by the City physicians, this refusal shall be noted. The City retains the right to submit charges to the Police Civil Service Commission regarding the employee's fitness for duty based on the examination by the City physician.

Information obtained regarding the medical condition or medical history of any officer shall be maintained on separate forms and in separate medical files and shall be treated as a confidential record.

4. The physician selected by the City will determine if the employee is physically, mentally, or emotionally fit or unfit to return to duty, and a written explanation will be forwarded to the Chief of Police and the employee.
5. If the City physician determines that the employee is unfit for duty, the employee is subject to administrative action. The employee shall be placed on paid administrative leave or assignment, as determined appropriate by the Chief of Police, pending administrative action. The City will consider injury leave or TTD through worker's compensation if appropriate for an on the job injury. The City also may permit the employee to use accrued leave pending separation from employment.

## ARTICLE 12

### DRUG AND ALCOHOL TESTING

#### Section 1.

A. The Lodge and the City recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of employees to perform their jobs. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems.

The parties agree that the City and the Lodge have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by employees is drug and alcohol testing.

B. Definitions

1. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. "Illegal drug" means any drug, which is not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. "Laboratory" means the medical or clinical facility authorized by the City to perform analysis of samples collected under this Article.
4. "Legal drug" means any prescribed drug or over the counter drug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
5. "Medical Review Officer (MRO)" means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual's test results together with an individual's medical history and any other relevant information, authorized by the City to perform medical review of the drug testing results.
6. "Medical facility" means the medical or clinical facility authorized by the City to perform collections of samples under this Article.
7. "Reasonable suspicion" results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work related injury to the member or another person results or property has been damaged as a direct result of the member's use of drugs or alcohol or both.
8. "Substance abuse" means either the use of an illegal drug or alcohol abuse.

9. "Under the influence" means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

Section 2. City of Enid Police Department Policy Against Substance Abuse.

A. Alcohol.

1. Unit members are not permitted to consume alcohol within the four (4) hours just prior to beginning work;
2. Unit members are not allowed to purchase, sell, distribute or possess alcohol while at work or on duty unless such purchase, sale, distribution or possession is necessary for the performance of job duties and authorized by the Police Chief;
3. Unit members are not allowed to consume alcohol while on duty, and are not permitted to be or remain on duty while under the influence of alcohol or with the odor of alcohol on their breath, except those unit members who are on such undercover assignments that necessitate such activity and where such authority has been cleared by the Police Chief or his designee prior to consumption.
4. Unit members are prohibited from consuming alcohol immediately following any accident that occurs while at work or on duty until the employee is tested or a decision is made not to test the employee.

B. Drugs.

1. Unit members are not allowed to perform their regular duties when using any prescription drug except if the use is pursuant to the instructions of a physician who has advised the unit member that the drug does not adversely affect the unit member's ability to safely perform police duties;
2. Unit members will be required to provide a doctor's note to their supervisor regarding a prescribed medication if the following conditions are present:
  - a. The prescription is for a Schedule I, II or III drug.
  - b. The unit member intends to take the medication while on duty or within six (6) hours of reporting for a regularly scheduled duty.

The doctor's note need only state whether the prescription is Schedule I, II or III and what, if any, work restrictions exist. The note does not need to include the specific name of the medication or the condition it is prescribed to treat.

3. Unit members are not permitted to use, possess, sell, or distribute illegal drugs unless such possession, sale or distribution is necessary for the performance of job duties and authorized by the Police Chief.

Section 3. The City of Enid may require an employee to undergo drug or alcohol testing in the following circumstances: reasonable suspicion testing; post-accident testing; random testing; scheduled, periodic testing; and post-rehabilitation testing.

- A. Failure to cooperate in such testing by the unit member, or refusal or inability to provide a requisite sample or specimen for a drug or alcohol test will subject the unit member to discipline, up to and including termination.

Section 4. Reasonable Suspicion Testing

- A. The City may request or require a unit member to undergo drug or alcohol testing when the City has a reasonable suspicion that the unit member has violated the City of Enid Police Department substance abuse policy, as stated in Section 2 above.
- B. Reasonable suspicion means a belief that an employee is using or has used drugs or alcohol in violation of the employer's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
  - 1. observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty (e.g., unexplained and significant changes in an individual's observable conduct or action, repeated abusive behavior, repeated insubordination, glassy or bloodshot eyes, slurred speech, odor of alcohol and/or other drugs, unsteady gait, poor coordination or reflexes);
  - 2. the direct observation of use of drugs or alcohol while at work or on duty;
  - 3. a report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated;
  - 4. evidence that a unit member has tampered with a drug or alcohol test during his employment with the City; or
  - 5. evidence that a unit member is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the City's premises or operating the City's vehicles, machinery or equipment.
- C. The affected employee shall be given the opportunity to explain alternative reasons for the physical symptoms or articulable phenomena before any drug or alcohol testing shall be undertaken.
- D. A written record of the observations leading to a drug or alcohol test shall be created, documenting all bases upon which testing was initiated, and signed by the individual who made such observations, and reviewed by the supervisor designated by the department.

- E. The City shall provide a program of training to assist supervisory personnel in identifying employees with substance abuse problems. Such training will be directed toward helping supervisors recognize the conduct and behavior giving rise to a reasonable suspicion of substance abuse. Supervisors must annually attend at least one (1) hour of training on alcohol misuse and on controlled substance abuse.

Section 5. Post-Accident Testing.

Any time an accident occurs while a unit member is on duty, to include vehicular accidents, which results in a work related injury to the unit member or another person is injured or where Property has been damaged, including damage to equipment, in an amount reasonably estimated at the time of the accident to exceed \$500.00, drug or alcohol testing should be considered by the Chief or his designee. When the Chief or his designee has a reasonable basis for concluding that a unit member's actions contributed to the accident the Chief or his designee shall require that unit member to undergo drug or alcohol testing.

Section 6. Random Testing.

- A. The City may request or require unit members to undergo drug and/or alcohol testing on a random selection basis.
- B. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
  - 1. results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and
  - 2. does not give the employer discretion to waive the selection of any employee selected under the mechanism.
- B. Unit employees shall be randomly tested at the following test rates:
  - 1. Fifteen (15) employees selected for drug testing per quarter.
  - 2. Fifteen (15) employees selected for alcohol testing per quarter.
  - 3. An employee, already randomly selected twice within any one (1) fiscal year, shall be excluded from further random selection testing for the fiscal year.
  - 4. Notwithstanding subsections B.1-3, all unit members shall be subject to a second random selection pool in which 10% of unit members may be tested for drugs and/or alcohol during the fiscal year.
- D. The City shall ensure that random alcohol and controlled substances tests, conducted pursuant to this article, are unannounced.

- E. Every unit member who is selected for random drug and/or alcohol testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety sensitive function at the time of notification which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceed to the testing site as soon as possible.
- F. Generally, unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. However, in no case shall samples be demanded from unit members after forty-eight (48) hours have elapsed from the time of selection. Specimen collections shall occur as soon as possible after the beginning of the work shift to minimize opportunities for unit members' action that could invalidate or distort test results.

Section 7. Scheduled, Periodic Testing.

- A. The City may request or require a unit member to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled routinely for all members of an employment classification or group.

Section 8. Post-Rehabilitation Testing.

- A. The City may request or require a unit member to undergo drug and/or alcohol testing without prior notice to the unit member for a period up to two (2) years commencing with the unit member's return to work, following a confirmed positive test, or following participation in a drug or alcohol dependency treatment program under a City benefit plan or at the request of the City.
- B. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

Section 9. Substances which may be tested for (including the appropriately related metabolites).

- A. The City of Enid may only test for drugs and alcohol as defined in the Standards for Workplace drug and Alcohol Testing Act, including any controlled substances approved for testing by rule of the State Commissioner of Health, including, but not limited to, the following substances:
  - 1. Ethyl alcohol or ethanol (beer, liquor, etc.)
  - 2. Cannabinoids
  - 3. Cocaine
  - 4. Amphetamines
  - 5. Opiates
  - 6. Phencyclidine
  - 7. Hallucinogens

8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Semi-Synthetic and Synthetic narcotics
12. Designer drugs

Section 10. Testing Levels for Drugs

- A. A field screening test may, but is not required to, be used as the initial test for drugs. Any positive field screening test must be confirmed by the laboratory testing methods set out below.
- B. Urine or saliva shall be used for the initial test for all drugs. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for drugs or their metabolites:

<u>Substance</u>	<u>Test Level (ng/nl)</u>
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate and Metabolites	2000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300
Methaqualone	300

- C. Urine shall be used for the confirmation test for all drugs. All specimens identified as positive on the initial screen test shall be confirmed using gas chromatography-mass spectrometry (GC/MS) techniques at the following cutoff levels for these drugs or their metabolites:

<u>Substance</u>	<u>Confirmatory Levels ng/nl)</u>
Marijuana Metabolites	15
Cocaine Metabolites	150
Opiate and Metabolites	2000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	500
Barbiturates	300
Benzodiazepines	300
Methaqualone	300

- D. Unit members with a presumptive positive on a field screening test for a drug listed in Section 9 shall be placed on paid Administrative Leave until the confirmation test is received by the City. If a unit member has a valid prescription from a licensed physician that will explain the presumptive positive test, the unit member may submit a letter from their physician stating that he/she has prescribed them the certain medication. If the Police Chief receives a letter from the unit member's physician, the Police Chief may return the unit member back to full duty.

Section 11. Testing Levels for Alcohol

- A. Breath or saliva will normally be used for the initial test for alcohol. Blood may be used for initial testing when an alcohol screening device, EBT, or appropriately trained breath alcohol technician is not readily available to conduct alcohol testing by breath or saliva.
  - 1. An alcohol initial concentration test result of less than 0.02 shall be considered a negative test for alcohol.
  - 2. An alcohol concentration initial test result of 0.02 or greater will be considered a positive initial test for alcohol, requiring a second test for confirmation.
- B. An alcohol concentration test result between 0.02 to 0.039 from the confirmation test will result in the member being sent home for a period of not less than twenty-four (24) hours without pay.
  - 1. Unit members whose alcohol concentration test result is less than 0.04 need not undergo evaluation by the Medical Review Officer or submit to return to duty testing.
- C. A blood alcohol concentration test result of 0.04 or greater from the confirmation test shall be considered a positive test result for alcohol.

Section 12. Drug or Alcohol Testing Methods and Documentation

- A. All collection, storage, transportation, and testing procedures shall be conducted in accordance with the rules established by the Oklahoma Board of Health and any applicable federal statutes and regulations, including, but not limited to, the following:
  - 1. Testing facilities shall provide laboratory services that meet the qualifications established for testing facilities pursuant to Section 7 of the *Oklahoma Standards for Workplace Drug and Alcohol Testing Act* and standards of and be licensed by the State Board of Health to perform such tests.
  - 2. All samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer.



3. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected and appropriately labeled to preclude the possibility of erroneous identification of test results.
4. The collection of samples shall be performed under reasonable and sanitary conditions.
5. A sample shall be collected in sufficient quantity (at least 60 milliliters) for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
6. If the unit member is unable to provide 60 milliliters of urine, the employee, at the direction of the collection site person, shall drink fluids and after a reasonable time again try to provide a complete sample using a fresh collection container. The unit member has a maximum of two (2) hours in which to provide a complete sample.
7. Samples shall be collected with due regard to the privacy of the unit member being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample, except for retesting where there is reason to believe that the unit member altered or substituted the specimen provided.
8. Sample collection, storage and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
9. Sample testing shall conform to scientifically accepted, analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography-mass spectroscopy or an equivalent scientifically accepted method of equal or greater accuracy, at the cutoff levels approved by the State Board of Health.
10. A written record of the chain of custody form for each sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
11. Sample collections will be documented, including labeling of samples so as to reasonably preclude the probability of erroneous identification of test results.
12. An opportunity shall be given to the unit member to provide notification of any information which the unit member considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.
13. An employee who is found to have a positive drug test may request that the split sample be sent for a retest. Such testing facility shall also meet the standards set forth in this article.

Section 13. Confidentiality of testing results and records

- A. The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records.
- B. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in administrative actions taken by the employer.
- C. The records described in paragraph A of Section 13 and maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.
- D. The City shall not release such records to any person other than the unit member or the City's medical review officer, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to a valid court order.
- E. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:
  - 1. the general health, pregnancy or other physical or mental condition of the unit member; or
  - 2. the presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member; provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.
- F. If the test result is negative, the MRO shall only inform the City that the test was negative, without disclosing any other information.

Section 14. Costs

- A. The City is responsible for the costs of testing for drugs or alcohol required by the City; provided, however, that if an employee requests a retest of a sample to challenge the findings of a positive test, the employee is responsible for all costs of the retest, unless that test reverses the findings of the previous test, in which case the City shall reimburse the unit member for the costs of the retest.

- B. Any drug or alcohol testing by the City shall occur during or immediately after the regular work period of current unit members, and is deemed as work time for purposes of compensation and benefits for current employees.

Section 15. Refusal to undergo testing, tampering with sample

- A. Unit members refusing to undergo testing according to the terms of this article may be subject to disciplinary action up to and including termination. A refusal to submit to a test includes: failing to provide an adequate sample for testing without a valid medical explanation; and engaging in any conduct that clearly obstructs the testing process or constitutes tampering or substitution.
- B. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means, may be subject to disciplinary action up to and including termination.

Section 16. Testing Procedure

- A. When the City deems it appropriate for a unit member to be required to undergo drug and alcohol testing, the unit member shall be escorted by the supervisor designated by the City to the City's designated testing facility for testing.

Section 17. Policy Posting procedures

- A. A copy of this article shall be posted on the department's bulletin board. Each unit member shall be provided a copy of this article.

Section 18. Disciplinary Action

- A. Any confirmed positive test result of 0.04 or higher alcohol concentration or any positive test result for drugs may result in discipline up to and including termination.
- B. Repeated test results for alcohol between 0.02 and 0.039 may result in discipline up to and including termination.
- C. Unit members who are requested to undergo drug or alcohol testing shall have the opportunity to self-refer into the employee assistance program. However, such self-referral will not result in the unit member avoiding discipline, up to and including termination.

Section 19. Employer Assistance Program ("EAP")

- A. The City shall maintain either an in-house or contracted for "Employee Assistance Program," which at a minimum, provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

Section 20. Appeal Procedure and Remedies

- A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.
- B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provides for misdemeanor penalties for knowing and willful violations of the Act.

Section 21. Consent

- A. Unit members recognize and acknowledge that their consent for sample collection to determine the presence of alcohol and/or drugs is implicit in accordance with this policy.
- B. Unit members recognize and acknowledge that the designated collection site and/or testing facility may conduct appropriate initial screening tests and confirmation tests on blood, breath and/or urine samples when requested by the City in accordance with this policy. Unit members agree they will sign appropriate requisition/authorization form(s) provided by the collection site and/or testing facility, when necessary, to facilitate the collection of a test sample.
- C. Unit members authorize the designated testing facility to release test results to the City's Medical Review Officer ("MRO").
- D. Employees acknowledge that refusal to undergo testing according to the terms of this article shall cause them to be subject to discipline, up to and including termination.

ARTICLE 13

MINIMUM SHIFT STAFFING

Section 1.

- A. Minimum shift staffing for each patrol shift shall be:
  - 1. Five (5) patrol officers for the patrol zones of the City.
  - 2. One (1) officer or civilian as a dispatcher.
  - 3. One (1) police supervisor (Sergeant, or Lieutenant in emergency situations and not on a routine basis).
- B. Minimum shift staffing for each traffic shift shall be:

1. Two (2) traffic officers – one for the East sector of the City and one for the West sector of the City.

C. Minimum Staffing Vacancies and Call Back

1. If the traffic shift exceeds minimum staffing and the patrol shift falls below minimum staffing, an officer on duty on the traffic shift will be used to function on the patrol shift in lieu of calling an officer in and vice versa.
2. On duty CPOs and DARE officers may be used to maintain minimum staffing.
3. If two (2) or more sergeants are on duty in the Uniform Services Division and the shift falls below minimum staffing, they may be used to maintain minimum staffing.
4. When officers have to be called back, the Enid Police Department Minimum Staffing/Call-back Policy will be followed.
5. When an off-duty officer is contacted to report for work to fill a vacancy, the officer may decline to report if eight (8) hours have not passed since the officer's last worked shift. Otherwise, the officer is required to report for work.

D. Minimum Unit Staffing for the Investigative Services Division (Detectives)

1. A minimum of five (5) detective patrolmen shall be assigned to this division.
2. A minimum of two (2) detective sergeants shall be assigned to this division.
3. The above minimum staffing requirements for the Investigative Services Division shall not include the Narcotics Section. The personnel strength of the Narcotics Sections shall be determined by the Chief.

## ARTICLE 14

### BULLETIN BOARDS

Section 1. The City agrees to provide reasonable space in the Police Department muster room, not to interfere with the normal operations of the Police Department, for a bulletin board for the posting of Lodge information notices. The Lodge, if it chooses to accept the privilege of having a bulletin board in the police station, must provide its own bulletin board at its cost. The size and type of bulletin board must be approved by the Police Chief.

Section 2. It is understood there shall be no material posted of a derogatory, libelous or inflammatory nature toward the City, its employees, its citizens, or others, or relating to any political candidate, race or election.

Section 3. Notices shall be provided to the Police Chief for review and approval prior to posting by the Lodge except notices concerning Lodge meetings, which need not be reviewed and approved by the Chief. All notices should be removed within ten (10) days of posting, or the passing of the event referenced in the notice, whichever date first occurs.

Section 4. The Police Chief has the right to immediately remove any notice which is not in conformity with the provisions of this Article, or which was posted without prior approval of the Police Chief.

## ARTICLE 15

### PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Enid Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement.

## ARTICLE 16

### UNIFORMS

Section 1. Employees shall remain responsible for the repair, replacement and purchase, cleaning and upkeep of their work clothes. However, each non-probationary employee will receive an annual credit of four hundred dollars (\$400.00) for the purchase of new uniforms and related duty equipment. Each employee will be furnished user and password information to access a personal Baysingers account. This account will have a four hundred dollar (\$400.00) Enid Police Department credit that can be used to purchase only approved uniform items. The employee will have the option to make uniform purchases until the last day in December of the applicable fiscal year. Any purchases that exceed the four hundred dollar (\$400.00) credit will be at the employee's expense. Any remaining credit at the end of the purchasing time limit will be retained by the Police Department and forfeited by the employee.

Section 2. Unit members may search the inventory of used uniform items maintained by the Police Department in an effort to replace uniform items damaged or destroyed in the course of their duties.

Section 3. All unit members shall be required to maintain the amount and type of work clothes, whether uniform or non-uniform, specified in the Enid Police Department Policy and Procedure Manual.

Section 4. Uniforms of New Hires

A. The City will provide the following items to each newly-hired officer:

- three short sleeve uniform shirts
- three long sleeve uniform shirts
- three six-pocket uniform pants
- one hat
- one three-in-one jacket, or one lined windbreaker and one winter coat
- two pairs of handcuffs
- one Glock Model 17, 9MM handgun with Streamlight TLR-1 or a better light approved by their supervisor, (except for officers who opt to carry a department approved personally owned firearm) upon completion of the officer's probationary period the firearm will be returned to the department
- one protective vest
- all required name tags, collar brass, tie and department patches
- two nylon handcuff cases
- one nylon duty belt
- one underbelt
- one nylon appropriate Safariland Glock 17 light equipped holster (except for officers who opt to carry a department approved personally owned firearm)

B. Newly-hired officers are responsible for the purchase of the remainder of their uniform items and other police gear.

Section 5. Uniform Turn-In

- A. Officers who terminate their employment with the Police Department will turn in uniforms and equipment purchased with City funds no later than the receipt of their final pay. Uniforms and equipment will be cleaned by the officer prior to turn in. Uniforms turned in may be used as specified in Sections 1 and 4.
- B. Retiring officers may retain one complete uniform, including badges and brass name plate.
- C. When promoted to a higher rank, officers are required to turn in their previous hat and chest badges upon receipt of their new rank. Those newly promoted officers have to option to purchase their old badges by paying seventy five dollars (\$75.00) directly to the Police Department.

Section 6. Hats and/or Helmets

- A. Officers may wear officially-authorized hats or helmets at their option, provided that the uniform dress hat or official helmet shall be worn when participating in flag-draped funeral escort, police funeral or at other times designated by the Police Chief.

## ARTICLE 17

### HEALTH INSURANCE

Section 1. Health insurance, including any dental coverage, will be provided by the City, to the extent practicable. The City retains the right to determine the health insurance coverage, including dental coverage, offered employees, and revise such coverage and premium amounts in the interests of the City as a whole. In the event that the City desires to modify, alter or change health insurance plans or benefits, coverage or premiums under the health insurance plan offered to employees, at any time during the fiscal year, the union may elect to reopen negotiations on this article only.

Section 2. At the time of enrollment for health care, any member of the bargaining unit may opt out of the City health insurance plan if that member can show proof of major medical coverage on a spouse's group plan. Once the member has opted out, that member can only opt in during the subsequent enrollment period for health care the following year unless that member can establish loss of coverage through a life circumstance as defined in the City's health insurance plan.

## ARTICLE 18

### INVESTIGATIONS OF POLICE OFFICERS

Section 1. This article is designed to establish a formal guideline for handling investigations of complaints against Officers.

Section 2. Officers shall not be subject to disciplinary action by the department unless just cause is shown and their actions constitute one of the following:

- A. A violation of local ordinance, state or federal law.
- B. Incompetence-lack of physical or intellectual ability to perform a task related to one's duties.
- C. A violation of written City of Enid, Enid Police Department, or Police Civil Service Charter provision, rules, regulations, policies, procedures or written and verbal orders from a supervisor or of the department.
- D. Nonfeasance -a failure to act when under an obligation to do so.

Section 3. Supervisors must make decisions necessary for the effective execution of their responsibilities and will be held accountable for the supervision of subordinates. Supervisors observing or having knowledge of minor Officer misconduct shall take corrective action as soon as practical. This corrective action may include training, counseling, or discipline up to a written reprimand. Depending on the situation, it may only be necessary to provide additional training



to correct the problem. Training may be required in conjunction with counseling or discipline. Corrective action as outlined in this section is not to be considered an investigation and a complaint on an officer form need not be completed. Documentation of the incident and supervisor's action shall be completed and placed into the Officer's division level file for future reference.

Section 4. Recognized discipline shall include documented verbal reprimand, written reprimand, suspension, demotion, termination, or other action imposed by the Police Civil Service Commission as outlined by Charter. When an Officer is under investigation for any reason that could result in disciplinary action, such investigation shall be conducted under the following conditions:

- A. The Officer under investigation shall have the right to F.O.P. representation or legal counsel during all conferences, interview sessions, meetings, and hearings with investigators or superiors.
- B. Preliminary discussions with Officers shall be limited to giving notice of the complaint received. Preliminary discussions do not include questioning, or requiring oral or written documentation about the complaint.
- C. The Employer shall not discipline, discriminate, or take any adverse action because an Officer exercises the right of representation or other rights granted by this Agreement, or by virtue of law.
- D. No interview of an accused Officer will be commenced until the Officer has been informed of the nature of the investigation and is allowed to review the complaint and complainant's statement.
- E. After receipt of the above information, the Officer shall be given the opportunity and time to consult with the representative prior to any questioning or interview sessions with investigators or superiors.
- F. The Officer shall not be compelled to answer questions or make any statement concerning an administrative investigation without first being given a Garrity Warning form by the investigator.
- G. Interviews shall be limited to questions which relate to the allegations contained in the notice of investigations.
- H. Any interview will be conducted at a reasonable hour, preferably during the Officer's duty hours.
- I. Interview sessions shall be for reasonable time periods. Break and rest periods will be allowed as reasonably necessary.

- J. The Officer under investigation shall not be subjected to repetitive questioning intended to confuse or entrap. The Officer will not be subjected to offensive language, or threatened with dismissal, transfer, or other disciplinary action. No promise or reward shall be made as inducement to answer any questions.

Section 5. At the conclusion of an administrative investigation, the Officer will be allowed to review the Investigator's Summary and Recommendation.

## **COMPLAINTS ON OFFICERS**

Section 1. These procedures shall be used when complaints are made against any Officer by any person who makes allegations which if sustained, could result in disciplinary action. Internal and external complaints will be handled in the same way.

- A. Any officer receiving a complaint regarding an Officer's actions shall refer the complaint to a Supervisor. Efforts will be made to resolve complaints at the lowest supervisory level possible. If the nature of the complaint is beyond the scope of the first-line Supervisor, or if the initial attempt to resolve the complaint is unsuccessful, the following procedures will be followed:
- B. The Supervisor shall document the complaint, whether it is made verbally or in writing, on the Complaint on Officer Form. The complainant's identity will be documented, and if possible, verified. An attempt shall be made to obtain a written or taped statement from the complainant. A copy of the complaint will be forwarded to the Division Commander to serve as notification. The Division Commander will forward a copy of the complaint to the Administrative Services Captain to be assigned an administrative number for tracking purposes.
- C. Anonymous minor complaints and those minor complaints where the Complainant's identification cannot be verified, shall be labeled unverified and filed at shift level. The Officer will be verbally informed of anonymous complaints made against him.
- D. Once a complaint is documented the Supervisor shall determine the seriousness of the allegation and whether the complaint is to be investigated as a minor or serious incident. If the Supervisor is unsure of the seriousness of the complaint he shall consult with his ranking Supervisor(s).

Section 2. Investigation of minor complaints shall begin once a Supervisor determines the complaint is minor in nature.

- A. Once an investigation into a minor allegation has begun the supervisor conducting the investigation will verbally notify the Officer under investigation in a timely manner. The investigator will inform the Officer this is an administrative investigation, the nature of the allegations, and will document the notification. If notification would hamper or impede an investigation, then notice may be delayed or postponed. When notification

will no longer hamper or impede an investigation, the Officer shall be notified of the investigation as stated above as soon as practicable.

- B. A copy of the written complaint and the complainant's statement shall be made available to the Officer for review prior to any questioning.
- C. An Officer who is the subject of a complaint shall be prohibited from contacting the complainant or any person with direct knowledge of the complaint with the intent to discourage the complainant from following through with the complaint, or to affect the outcome of the investigation.
- D. Interviews conducted with Officers in reference to minor complaints do not need to be tape recorded. The investigator will be granted the discretion to record or not record the interviews when conducting an investigation of minor allegations. Officers wishing to record the interview may do so.
- E. Any allegation of misconduct against an Officer that cannot be immediately resolved by the first line Supervisors will be forwarded through the chain of command to the Division Captain in writing. The complaint may, at the Captains discretion, be assigned to a Sergeant or above, for further investigation. Minor complaints that require an investigation will be brought to a successful conclusion within 21 calendar days from the date that the complaint is received, unless granted an extension by the Division Commander. If an extension is granted, the Division Commander will also notify the officer being investigated in writing or by electronic mail. Upon the conclusion of an investigation in which the complaint is sustained, the Supervisor shall consult with his superior concerning the proper discipline to be imposed. In cases where no further investigation appears to be necessary, and a Supervisor has forwarded in writing a recommendation for action to be taken, the Captain shall respond in writing within 21 calendar days, both to the Supervisor and Officer as to the action to be taken.
- F. If a complainant expresses the desire to withdraw his/her complaint, he/she will be required to sign a statement so the case can be closed. If a complainant refuses to sign such a waiver the investigating officer, at his discretion, may find the complaint unfounded.
- G. The following are actions available for any Supervisor to impose for sustained minor complaints:
  - 1. Non-Disciplinary Counseling and/or Training: The purpose of counseling and/or training is to allow the Supervisor to bring the officer's attention to the need to improve his/her work performance, work habits, or behavior and to serve as a warning against further unsatisfactory conduct. The Supervisor should use these actions to identify and define in writing the performance area needing improvement and inform the officer as to how improvement can be realistically achieved. Non-disciplinary documentation will be filed in the Administrative

Assistant's office. Non-disciplinary documentation shall be disposed of after three (3) years.

2. Documented Verbal Reprimand: Any Supervisor may issue a documented verbal reprimand to an officer. A verbal reprimand is best suited for minor rule infractions or incidents of substandard performance. This would be recorded on an Occurrence Report marked Verbal Reprimand. Verbal Reprimands will include the date issued, the name of the Officer being reprimanded, a written narrative of the violation including the date of occurrence, and the specific department policy, procedure, rule or regulation violated. A section will be provided for the Officer to make comments concerning the reprimand. The reprimand will be forwarded to the Chief's Administrative Assistant for review, approval, and signature. Verbal Reprimands will be placed in the Officer's performance file.
  3. Written Reprimand. Any Supervisor may issue a written reprimand to an officer. This would be recorded on an Occurrence Report marked Written Reprimand. Written Reprimands will include the date issued, the name of the Officer being reprimanded, a written narrative of the violation including the date of occurrence, and the specific department policy, procedure, rule or regulation violated. A section will be provided for the Officer to make comments concerning the reprimand. The reprimand will be forwarded to the Chief for review, approval, and signature. Written Reprimands will be placed in the Officer's performance file maintained in the office of the Chief of Police.
    - a. Any officer who has received a written reprimand may have the action reviewed by The Division Commander by filing a disciplinary review request with their supervisor within two days of receipt of the reprimand.
    - b. If for any reason the officer is not satisfied by the outcome of their review with the Division Commander the officer may have the action reviewed by The Chief of Police by filing the disciplinary review request with the Division Commander.
    - c. Upon receiving the request, the Division Commander, Chief of Police or his designee may set a date for the review to be heard. This date will be no less than three working days after receipt of the request. After receiving the request for review, the Chief will notify the Officer in writing or by electronic mail of his decision to grant the request or deny the request for review within ten (10) calendar days. The review will consist of an informal hearing with the officer and the supervisor issuing the written reprimand.
- H. A Supervisor's failure to document a complaint will not prevent the Chief of Police from investigating the matter when it comes to his attention.

Section 3. Disposition of Complaints. Nothing in this provision will prevent the suspension with pay, or reassignment, of such Officer pending disposition of such charges. Upon conclusion of any investigation into a complaint the results will be forwarded to the Division Captain. He may elect to take no action or take disciplinary action as may be appropriate. Written notification of the result of the investigation shall be provided to the Officer within fifteen (15) calendar days from the date the results are made available to the Captain. Should an Officer be disciplined, transferred, or reassigned as a result of the investigation, the Officer, shall be notified in writing as to the action being taken.

## **PROFESSIONAL STANDARDS INVESTIGATIONS**

Section 1. The purpose of this section is to establish a policy for conducting Professional Standards Investigations on Police Officers for alleged serious misconduct and/or alleged criminal activity.

Section 2. If at any time the Chief of Police believes that a criminal violation may exist, the Chief may assign the matter for criminal investigation.

- A. The Chief may designate any Lieutenant or Captain of the department to conduct the criminal investigation, or may request another law enforcement agency to conduct the investigation.
- B. Upon completion of a criminal investigation, a review of the investigation will be conducted by the Chief or his designee.
- C. A criminal investigation will be considered concluded when the criminal investigator has submitted his findings to a prosecutor for consideration of charges. If an administrative investigation is deemed appropriate, it will be assigned for investigation.
- D. The Chief of Police will not be prevented from initiating an administrative investigation while a criminal investigation is in progress if deemed necessary.
- E. If the criminal and administrative investigations are to be completed by department personnel, the Chief will not assign the same person to perform both investigations.
- F. During any criminal investigation in which an officer is the subject, that officer has all the rights prescribed by law and by both the Oklahoma and United States Constitutions.
- G. As a general rule, these investigations are to be completed within 30 calendar days if conducted by department personnel. Any exception to the 30 day limit must be requested from and approved by the Chief of Police. If the Chief grants an exception, the Officer being investigated will also be notified in writing or by electronic mail.

Section 3. Procedures for Professional Standards investigations.

- A. Upon receipt by the Administrative Services Captain of a Complaint on Officer form, it will be logged, and after review by the Chief of Police assigned for investigation.
- B. An officer under investigation will be notified in writing as to the type of investigation, criminal or administrative, the name of the investigator assigned, and the allegations made against the officer.
- C. If, after consultation with the Chief of Police it is decided that notifications would hamper or impede an investigation, then the notice may not be given. When notification will no longer hamper or impede an investigation, the employee shall be notified of the investigation as stated above as soon as practicable.
- D. A minor complaint may be ordered stopped at any time and assigned as a Professional Standards investigation.
- E. During Professional Standards investigations, all interviews will be recorded, and any interruptions will be noted.
- F. As a general rule, these investigations are to be completed within thirty (30) calendar days. Any exception to the thirty (30) day limit must be requested from and approved by the Chief of Police or Administrative Services Captain. If the Chief grants an exception, the Officer being investigated will also be notified in writing or by electronic mail.
- G. When a Professional Standards investigation is completed, the investigative report will be given to the Administrative Services Captain who will review each investigation to insure an appropriate investigation was conducted. The Chief of Police will review all completed Professional Standards Investigations.
- H. Upon completion of the Professional Standards Investigation, Officers will receive written notification regarding the disposition of the investigation within sixty (60) calendar days from the Chief of Police or Administrative Services Captain.

## **INVESTIGATIVE REPORT**

Section 1. The purpose of this section is to establish a policy for completing the post investigation report by the investigating Officer. Upon the conclusion of an investigation whether the complaint is minor in nature or serious, the investigator will write a summary.

Section 2. A summary will include a notation of whether or not the complaint is:

- 1. Sustained - Evidence sufficient to prove allegation.
- 2. Not Sustained - Insufficient evidence to either prove or disprove the allegations.
- 3. Exonerated - Incident occurred but was lawful and proper.

4. Unfounded - Allegation is false or not factual.
5. Policy Failure - Flaw in policy caused by incident.

Section 3. The investigators summary will also include the information used to support the findings.

## **OFFICERS DUTIES AND RIGHTS DURING INVESTIGATIONS**

Section 1. Criminal Investigation:

- A. Prior to an interview concerning alleged criminal misconduct, the officer under investigation shall be read the Miranda Warning. The provisions of Miranda will be adhered to throughout the interview.
- B. During any criminal investigation in which an officer is the subject, that officer has all the rights prescribed by law and by both the Oklahoma and United States Constitution.

Section 2. Administrative Investigation:

- A. Officers who are ordered must answer questions and/or make written statements or reports during Administrative Investigations.
- B. Failure to obey the order to cooperate with administrative investigations may result in separate disciplinary action which may include termination.
- C. Officers being question concerning an administrative investigation will be provided their “Garrity Rights” and/or “Spevak Warning” for signature. (See Attachment A & B)
  1. No employee can be disciplined for refusal (on Fifth Amendment grounds) to make a statement or prepare a report unless they have been given the Garrity admonition by a supervisor.
  2. An employee can be disciplined for refusal to make a statement or prepare a report (even without a Garrity admonition) unless it was reasonable to believe the statement or report would implicate the employee in a violation of law.

## **SPECIAL EXAMINATIONS OF OFFICERS**

Section 1. Officer Requested Examinations. An Officer under investigation may request an intoxicilyzer, blood, urine, medical, psychological, or polygraph examination if it is believed that such examination may be beneficial to his or her defense.

Section 2. The department may order special examinations per Enid Police Department Policies and procedures:

1. An on duty supervisor is required to direct an officer to submit to such examinations as are detailed in policy and procedures as it regards to drug and alcohol testing.
2. If an identification lineup, live or photo, is solely for administrative purposes, an officer can be required to participate in a lineup.
3. Property belonging to the Enid Police Department (to include vehicles, desks, files, and storage lockers) are subject to inspection when the supervisor has reasonable suspicion that evidence of work related misconduct will be found.
4. In the event that a polygraph is ordered by the department for an officer, the complainant, when appropriate, must first submit to a polygraph.

### **ADMINISTRATIVE ACTION**

Section 1. The Chief of Police may place an officer under investigation on administrative suspension with pay until a disposition of the case is made. An administrative suspension may include assignment to non-enforcement duties in the police department at the discretion of the Chief of Police.

1. An officer placed on Administrative Suspension may be ordered to turn in their badge, police identification card, and any other police department property as deemed appropriate by the Chief of Police.
2. Administrative Suspension relieves the officer under investigation of any police powers.
3. The officer will remain on Administrative Suspension until returned to duty by the Chief of Police.
4. The Chief of Police may transfer an Officer under investigation to resolve conflicts, caused by the investigation, or which are a result of the issue that is under investigation, in order to maintain harmony and good order among employees. Transfers of this nature are not a disciplinary action.

Section 2. A Captain may place an officer on Administrative Suspension with pay if necessary, and only until the matter for which the officer is placed on suspension can be reviewed by the Chief of Police or his designee. Examples of when a Captain may place an officer on Administrative Suspension with pay would be in cases of serious conflicts creating disharmony among officers or a shift, if the officer is under the influence of alcohol or drugs (per Drug and Alcohol Testing Policy), or in the event an officer is of a state of mind that he is unable to perform assignments proficiently or safely.

### **MODIFICATIONS TO THIS ARTICLE**

Section 1. In the Fiscal Year 2010-2011 Agreement, the City and the Lodge mutually recognized that a formal guideline for the handling of investigations and discipline of Officers is of paramount importance. Therefore, the parties agreed as follows:



- A. The Lodge and the Police Chief will appoint members to a committee to work out a proposal for changes to this Article.
- B. Such proposal shall be finalized within six (6) months of the execution of this contract.
- C. Upon completion, such proposal shall be incorporated into this Agreement by Memorandum of Agreement.

## ARTICLE 19

### GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance with the City within fifteen (15) calendar days of the date of an alleged violation of this Agreement. If the Lodge or any employee covered under this Agreement asks for a review of action taken by the Chief of Police, then the fifteen (15) calendar days shall not start until the completion or denial of the request for review.

Section 2. Any dispute between the City and the Lodge or any employee concerning the interpretation or application of any provisions of this Agreement over any of the terms or conditions of employment contained in this Agreement shall be adjusted as set forth below.

Grievances by individual unit members will be initiated in writing at Step 1. Grievances filed by the Lodge will be initiated in writing at Step 1, except that a grievance filed by the Lodge shall be submitted to the Administrative Services Captain within fifteen (15) calendar days of the date of an alleged violation, Chief's review, or denial of request of review of this Agreement.

#### Step 1

- A. A grievance filed by an individual unit member shall be filed in writing with the employee's lieutenant for consideration. The individual unit member also will provide copies of the grievance to the Lodge. The employee's lieutenant shall provide a copy of the grievance to the Administrative Services Captain.
- B. The lieutenant shall submit his answer, in writing, to the employee within ten (10) calendar days of receipt of the grievance. The grievance shall be considered settled unless the employee submits the written grievance to his captain within ten (10) days from receipt of the lieutenant's answer. The captain shall submit his answer in writing to the employee within ten (10) calendar days of receipt of the grievance.
- C. Where a Lodge grievance is filed, the Administrative Services Captain shall submit his answer, in writing, to the Lodge within ten (10) calendar days of his receipt of the Lodge grievance.

## Step 2

- A. The grievance shall be considered settled unless the employee submits the written grievance to the Police Chief within ten (10) calendar days from receipt of the captain's answer.
- B. Where a Lodge grievance is concerned, the Lodge grievance shall be considered settled unless the Lodge submits the written grievance to the Police Chief within ten (10) calendar days from receipt of the Administrative Services Captain's written answer.
- C. The Police Chief shall have fifteen (15) calendar days in which to submit his answer in writing to the employee, or to the Lodge if the grievance was filed by the Lodge.

## Step 3

- A. If the Police Chief's answer does not settle the grievance, then the party pursuing the grievance may request mediation or arbitration as set forth in Section 3, except that in disputes regarding discipline to be imposed by the PCSC pursuant to the City's Charter the grievant must first submit to the hearing before the PCSC before the grievant may proceed with arbitration under Section 3.
- B. If after a PCSC hearing and determination relating to discipline the individual disciplined desires review of the PCSC determination via arbitration under this Agreement, the individual may, within ten (10) calendar days of the PCSC determination, submit his grievance to the Police Chief and request arbitration of the grievance, without the necessity of filing a grievance with the Administrative Services Captain and processing the grievance for a response from the Administrative Services Captain and the Chief. Such grievance and request for arbitration will enter the grievance process at Section 3.B.

Section 3. Within ten (10) calendar days of the Police Chief's answer, the grievant may request mediation or arbitration as specified below.

- A. If mediation is requested, the grievant shall notify the Federal Mediation and Conciliation Service. The parties will then meet with a federal mediator in an effort to resolve the grievance. The mediation will be held as quickly as possible taking into consideration the schedules of the parties and the mediator. If the grievance remains unresolved after the mediation, the grievant may then request arbitration in accordance with subparagraph (b). Such a request for arbitration must be made within five (5) calendar days of the date the mediation is concluded.
- B. If arbitration is requested, the grievant shall request in writing a list of seven (7) arbitrators from the FMCS within ten (10) calendar days of the Police Chief's answer. Such request for arbitration shall be for a list of arbitrators from the region in which Oklahoma is placed by the FMCS. The grievant must promptly provide the City with a copy of its request for a list of arbitrators. The FMCS charge for providing the list of arbitrators will be split equally between the parties.

- C. Within twenty (20) calendar days after the request for a list of arbitrators by the FMCS by the grievant, both the grievant and the City shall name arbitrators to serve as their interest arbitrators, and notify each other in writing of their selections.
- D. Within twenty (20) calendar days from the receipt of the list of arbitrators, the grievant and the City shall confer and alternately strike names until one arbitrator remains, who shall be selected as the arbitrator. The grievant shall strike first on all grievances.
- E. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and notification to the arbitrator of his selection, the date for arbitration shall be set in consultation with the arbitrator, and taking into consideration the schedules of the arbitrator, the parties hereto and any employee involved.

#### Section 4.

- A. Within thirty (30) calendar days, if possible, after the conclusion of the hearing and submission of post-hearing briefs, the Board shall issue a written opinion and decision with respect to the issue or issues presented. A copy of the decision shall be mailed or delivered to the grievant and the City.

#### Section 5.

- A. The arbitration hearing shall be informal. The parties shall have the right to cross-examine all witnesses, be represented by counsel, present evidence and argument, and submit briefs.
- B. The Board shall have the right to apply or not apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.

#### Section 6.

- A. With respect to the interpretation or application of the provisions of this Agreement, the decisions and opinion of the Board shall be final and binding upon the parties to this Agreement. The decisions and opinions of the Board must be consistent with state and federal law.
- B. The Board's authority shall be limited to the interpretation and application of the terms of this Agreement or any supplement thereto. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have any authority to substitute its discretion in areas in which the City retains discretion under this Agreement.

- C. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.

Section 7. The cost of the impartial arbitrator shall be split equally between the parties. If a transcript of the proceedings is requested, then the party so requesting a transcript shall pay for it. The cost of the grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.

Section 8. All time limits in this Article may be extended or reduced by mutual agreement, in writing, but if not so extended, shall be strictly observed. If the grievant fails to pursue any grievance within the time limits provided, the grievance will be resolved in favor of the City. If a time limit is not observed by the City, the grievance is deemed denied and the grievant may proceed to the next step if it desires.

- A. In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins shall not be included. The last day of the period so computed shall be included, unless it falls on a Saturday, Sunday or designated City holiday, in which event the period shall continue until the end of the next day which is not one of the aforementioned days.

Section 9. All disputes which are subject to determination by the Enid Police Civil Service Commission pursuant to the City Charter shall be submitted to the Police Civil Service Commission, as provided in the City Charter before any grievant may request that the dispute be submitted to arbitration.

- A. If the grievant elects to pursue arbitration pursuant to this article after a hearing before the PCSC, the grievant waives any right the grievant may have under the City Charter to review of a PCSC decision in district court.
- B. If the grievant elects to pursue review in district court of a PCSC decision, the grievant waives any right the grievant may have under this article to review of a PCSC decision via arbitration.

Section 10. Settlement of grievances prior to Step 2 of this Article cannot change the policy or procedure of the Police Department, without the express written consent of the Police Chief.

## ARTICLE 20

### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement.

## ARTICLE 21

### CESSATION CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the full exercise of such rights and opportunities are set forth in this Agreement. The City and the Lodge, for the duration of this Agreement, agree that the other shall not be obligated to further bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## ARTICLE 22

### SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Agreement may be extended or reduced by the written consent of both parties, but if not so extended or reduced, shall be strictly observed.

## ARTICLE 23

### PERFORMANCE FILES

Section 1. A unit member may review his or her performance file under the supervision of the Police Chief or his designee at a reasonable time.

- A. If a unit member wishes to review his or her performance file, the unit member must make such a request in writing in advance to schedule the time at which the unit member will be permitted to review his or her performance file.

Section 2. It is agreed that the City will notify the affected employee of any disciplinary or counseling material that the City places in the employee's performance file.

## ARTICLE 24

### UNION BUSINESS

Section 1. Leave for union business.

- A. The Lodge is granted one hundred sixty (160) hours off per fiscal year for members of the Lodge executive committee, which consists of the President, Vice President, Secretary and Treasurer of the Lodge, or such members' designees, for FOP Business Leave, as approved by the executive committee. FOP Business Leave shall be used for attendance of conferences, conventions, seminars, workshops, preparation of grievances, and preparation for and participation in arbitrations. This will also include leave if a lodge member is elected to the state or national board or asked to serve on state or national committees.
- B. Written request for FOP Business Leave shall be forwarded to the Police Chief at least five (5) business days in advance for his approval. The written request must state the reason for the FOP Business Leave. The Police Chief may disapprove leave for Lodge business if such leave would negatively affect the operations of the department.
- C. The members of the Lodge's negotiating team, not to exceed five (5), shall be allowed to attend negotiation sessions for an agreement for the succeeding fiscal year while on duty, subject to call at all times.
- D. Leave for union business shall not be considered as overtime for FLSA purposes.
- E. The Chief will make and keep all records of FOP business leave. A copy of such records shall be made available to the FOP upon five (5) calendar days written request by the FOP executive committee to the Chief.
- F. If a specific number of unit members are called upon to represent the Lodge in a joint committee with the department, such as would be necessary to develop policies or contract articles agreed to develop during negotiations, the member will be reimbursed for time spent in such committee by having the equal amount of time placed in their compensatory time bank. This section does not apply to unit members who are on duty during any such committee meeting(s). This will only apply to unit members holding the office of President, Vice President, 2nd Vice President or Secretary. Time spent in any such committee meeting(s) shall not count as time worked.

Section 2. Union meetings.

- A. A unit member who is on duty when a Union meeting is held may attend the Union meeting on his break, if permitted by his supervisor and the operations of the department permit. A unit member on duty is subject to call even while attending a Union meeting.

Section 3. Union dues deduction.

- A. The City agrees to deduct regular monthly Union dues from the pay of those employees who are members of the Union. The City currently has paydays every fourteen (14) days. The deduction shall be made on the first (1st) and second (2nd) paydays of each month from each interested employee's paycheck in the amount certified to be current by the treasurer of the Union. Each payday in which dues are deducted shall represent fifty percent (50%) of the total monthly dues. No deductions shall be made when the pay of the unit member is not sufficient to cover the amount deducted. Dues deductions shall be made only after all other deductions from unit members' pay are made.
- B. Each unit member desiring Union dues deductions to be made from his paycheck shall sign an authorization letter, provided by the Lodge in advance of any deductions being made. The authorization letter shall state the amount of the dues deductions authorized by the unit member, and be signed by the unit member. A copy of each unit member's authorization letter will be provided to the City. The payroll deduction of dues can be canceled by individual unit members at any time upon written notification to the City. The City will provide the Lodge a copy of the notification revoking the dues deduction authorization.
- C. The City will deduct only authorized Union dues from unit members' paychecks, and shall not deduct special assessments, fines or any other deductions, absent a court order. In the event of an increase or decrease in Union dues, the Lodge president will give the City thirty (30) calendar days notice of such change to allow the City time to make the necessary changes to withhold the appropriate amount for Union dues, and provide the City with new authorization letters from each unit member reflecting the new amount authorized to be withheld by the unit member.
- D. A check for the total deductions will be picked up by the Lodge treasurer or the Lodge president, and signed for no later than fifteen (15) calendar days after the deduction is made. The City will provide a listing showing the unit members' names and deduction amounts at time of payment.
- E. All deductions will be for the month in which they are taken. Any deductions refundable at the time of the unit member's separation from employment with the City will be refunded by the Union.
- F. The City shall have no responsibility for any errors in dues payroll deductions. In case of an error or improper deduction by the City, adjustment of such will be made by the Lodge with the employee affected. The Lodge shall indemnify, defend and hold the City harmless

against any and all claims, demands or charges made and against any and all suits instituted against the City related to payroll deductions of Union dues.

Section 4. Union Mail Box.

The City agrees to provide reasonable space in the break room of the Police Department for a locking mailbox to be mounted on the wall. The Executive Board of the Lodge will control the key to the mailbox. The mailbox will be used only for Lodge business.

ARTICLE 25

MANAGEMENT - LABOR COMMITTEE

Section 1. The City and the Lodge agree to meet at least quarterly and no more often than monthly to discuss operations of the Police Department. A Management - Labor Committee shall be comprised of the Police Chief and one management designee, and the Lodge president and one Lodge designee. The Committee shall meet at a time mutually agreeable to Committee members. Meetings may be called by either side.

Section 2. The Committee is intended to encourage more communication between the parties. The Committee may discuss any matters relating to the operation of the Police Department, including how the sides may work together for the productive utilization of personnel and equipment to best secure for the citizens of Enid the maximum productivity for their tax dollars.

Section 3. The Committee has no authority to take any action as to the operation of the Police Department. Nor does the Committee have any authority to restrict, limit or impair any management rights of the City.

Section 4. The Chief may consider any recommendations by the Lodge in the Management-Labor Committee meetings, but is not required to adopt such recommendations. The Chief retains all rights, privileges and responsibilities for the operation of the Police Department.

ARTICLE 26

PERSONAL PROPERTY

Section 1. The City agrees to repair or replace eyeglasses, contact lenses, dentures and/or watches which are unexpectedly destroyed as a result of a unit member's on-the-job work duties, subject to the remaining sections of this Article.

Section 2.

A. A unit member shall be required to notify the Police chief or his designee, in writing, of a claim for repair or replacement of personal property within 10 days of the damage or



destruction of the unit member's eyeglasses, contact lenses or dentures. A unit member shall be required to provide the City with a written estimate of repair or replacement of the items damaged or destroyed. A unit member shall also be required to provide a receipt for the purchase of replacement personal property if the City agrees to replacement of the item. The City may require a unit member to provide additional verification to determine the validity of the claim.

- B. The City shall have the right to approve or disapprove of any repair, replacement or reimbursement of personal property in the City's discretion. The City shall only be responsible for paying for repairs or replacements it approves.

Section 3. The maximum amount payable for any and all items damaged in a single occurrence shall be \$300.00 for prescription eye glasses, contact lenses and dentures, \$50.00 for watches, and \$25.00 for sunglasses. If such an item of personal property is replaced, the replacement item must be of a similar type and quality.

Section 4. The City shall retain the right to determine the feasibility of either repairing or replacing damaged or destroyed eyeglasses, contact lenses, dentures or watches. The City may require a statement from an individual experienced and qualified in the repair of the appropriate item as to the feasibility and practicability of repair of the item versus replacement of the item.

Section 5. This Article creates no property right for unit members, or responsibility or liability of the City to pay any claim, which may arise from incidents in which personal property is damaged or destroyed.

Section 6. The City shall have no responsibility to repair or replace any eyeglasses, contact lenses, dentures or watches that are damaged or destroyed as a result of horseplay or other non-work activities.

## ARTICLE 27

### COMPENSATION

Section 1. Across the Board Increase for Fiscal Year 2018- 2019

All Members will receive a 2.5% across the board increase effective on July 9, 2018. The pay increase will begin to be paid on July 27, 2018 payroll.

Section 2. Pay Plan for Fiscal Year 2018- 2019

- A. The FOP Pay Plan for Fiscal Year 2018-2019 is attached to this agreement as Exhibit "A". Each step in the pay plan is a four percent (4%) increase over the previous step, with one (1) step being given to eligible officers on July 1, 2018. All members will maintain a July 1st step date. The pay increase will begin to be paid on July 27, 2018 payroll.

- B. On July 1, 2018, each eligible member will advance one (1) step. Exceptions are as follows:
1. Probationary officers who are hired after December 31, 2017, will not advance in the pay plan on the July 1, 2018, step date, but will remain in step one. Probationary officers hired prior to December 31, 2017, will advance to step 2 of the pay plan on the July 1, 2018, step date.

Section 3. Pay Plan for Fiscal Year 2019- 2020

- A. The FOP Pay Plan for fiscal year 2019-2020 is attached to this agreement as Exhibit "B". Each step in the pay plan is a four percent (4%) increase over the previous step, except for last step for each position ( for patrolman- step 14, for sergeant- step 9, for lieutenant and captain- step 6) which is a two and three fourths percent (2.75%) increase over the previous step. All eligible officers will be given one (1) step on July 1, 2019. All members will maintain a July 1st step date. The pay increase will begin to be paid on July 26, 2019 payroll.
- B. On July 1, 2019, each eligible member will advance one (1) step. Exceptions are as follows:
1. Probationary officers who are hired after December 31, 2018, will not advance in the pay plan on the July 1, 2019, step date, but will remain in step one. Probationary officers hired prior to December 31, 2018, will advance to step 2 of the pay plan on the July 1, 2019, step date.

Section 4. Unit members who are assigned to afternoon or night shifts as their regular shift assignments, not including rotating shift assignments, shall receive shift differential assignment pay of one hundred dollars (\$100.00) per month for the months in which they are so assigned. Assignment to work in a particular shift is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive shift differential assignment pay.

Section 5. Unit members who are assigned to work as detectives shall receive assignment pay of one hundred and fifty dollars (\$150.00) per month for the months in which they are so assigned. Assignment to work as a detective is at the discretion of the Police Chief. Officers placed on administrative suspension shall not receive detective assignment pay.

Section 6. Field training officers will receive assignment pay of one hundred dollars (\$100.00) per month, and field training sergeants will receive assignment pay of one hundred and twenty five dollars (\$125.00) per month. Assignment to work as a field training officer or field training sergeant is at the discretion of the Police Chief. Officers will not be assigned to train a rookie for longer than two (2) shifts in a fiscal year, unless the officer is a field training officer or a field training Sergeant. Officers placed on administrative suspension will not receive field training assignment pay.

Section 7. Unit members who are assigned to the Special Weapons and Tactics (SWAT) Team shall receive assignment pay of one hundred dollars (\$100.00) per month. Assignment to the

SWAT Team is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive SWAT Team assignment pay.

Section 6. The Uniform Services Captain will receive assignment pay of two hundred dollars (\$200.00) per month. Assignment to work as the Uniform Services Captain is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive this assignment pay.

Section 7. The City agrees to pay longevity to employees as reflected in Appendix “B”. Longevity shall be calculated based on years of service covering January to June and July to December. For calculation purposes, years of service will be determined as of June 1<sup>st</sup> and December 1<sup>st</sup> of each fiscal year. Longevity pay will be paid in two (2) installments, one (1) in December of the fiscal year, and one (1) in June of the fiscal year. An employee who retires from service with the City of Enid shall have the final longevity installment pro-rated according to the number of months worked since their last longevity installment. An employee shall be required to work at least twenty (20) days during his or her last month in order for that month to be included in the pro-rata calculation.

## ARTICLE 28

### PAY PLAN AND PERFORMANCE INCENTIVE

Section 1. The Police Department Pay Plans are attached as Appendix “A,” and are effective from July 1, 2018 through June 30, 2020.

Section 2. Step Increase. Members shall receive step increases in accordance with the following:

A. Eligibility for Approval.

1. A member whose performance has been satisfactory over the one (1) year step period shall receive a step increase of at least one (1) step.
2. A member may receive a two (2) step increases for outstanding performance over the one (1) year step period. Specific outstanding achievements of members shall be documented and submitted to the Police Chief’s office for approval.

B. Denial of Step Increase. Members may be denied a single one (1) year step increase for conduct occurring within the individual officer’s step period, provided that adequate documentation and grounds exist to justify the action in accordance with the following conditions:

1. Member incurs one (1) or more at-fault vehicle accident(s) within the one (1) year step period while driving a city vehicle with due consideration given to the circumstances surrounding each separate accident and the number of hours the member is driving a vehicle as part of their job duties.

2. Arriving late for regularly scheduled work shift three (3) or more times in a one (1) year step period without providing prior notification or an acceptable excuse of the reasons thereof to the member's immediate supervisor.
  3. Excessive use of sick leave without a physician verification of illness or disability within the one (1) year step period.
  4. Documented substandard work performance within the one (1) year step period as reflected by a member's reluctance to perform work, or failure to follow directions of superiors or supervisory staff, and/or failure to exercise established safety precautions as set out in Enid Police Department Policy and Procedure.
  5. Documentation of member's inability to perform a significant part of his assigned work independently and without constant supervision within the one (1) year step period.
  6. Conduct in which suspension, demotion or other serious discipline has been imposed or for which two or more written reprimands have been issued to the member within the one (1) year step period.
- C. Postponement of Step Review. The Police Chief may postpone a member's step increase pending the completion of an investigation in accordance with following requirements.
1. Criminal Investigation. The Police Chief may postpone a member's step increase pending the completion of a criminal investigation. All criminal investigations shall be conducted as quickly as possible.
  2. Administrative Investigation. The Police Chief may postpone a member's step increase pending the completion of an administrative investigation. The postponement cannot extend over sixty (60) calendar days from the date of completion of the administrative investigation. All administrative investigations shall be conducted as quickly as possible.
  3. If the step increase is ultimately granted, the increase will be made retroactive to the original date of the step.

## ARTICLE 29

### EDUCATIONAL PAY

Section 1. The City will provide additional pay to unit members who achieve the following educational levels:

- A. Unit members who successfully receive an intermediate certification from the State of Oklahoma CLEET Certification Program shall receive twenty-five dollars (\$25.00) per month;
- B. Unit members who successfully complete eighty (80) or more credit hours without a degree shall receive forty dollars (\$40.00) per month;
- C. Unit members who successfully receive an advanced certification from the State of Oklahoma CLEET Certification Program shall receive fifty dollars (\$50.00) per month;
- D. Unit members who receive a bachelor's degree (4 year degree) in any field shall receive one hundred dollars (\$100.00) per month;
- E. Unit members who receive a master's degree in any field shall receive two hundred dollars (\$200.00) per month.

Section 3. To receive education pay, unit members must apply through the training division of the Police Department. Unit members are required to submit an affidavit, in a form prescribed by the training division, that they have actually attended an accredited college or university for the hours or degree or from the State of Oklahoma CLEET Program for which they are claiming educational pay, and submit proof of such hours or degree in a manner satisfactory to the training division. No unit member may receive educational pay until the training division and the Police Chief have approved the unit member's application for educational pay.

Section 4. A unit member may only receive educational pay for the highest amount of such pay for which he or she is eligible and approved (e.g. a unit member who has a bachelor's degree and a master's degree will receive two hundred dollars (\$200.00) per month in educational pay, not three hundred dollars (\$300.00) per month).

Section 5. The City will indicate educational pay on unit members' pay stubs. Educational pay will be paid on the basis of 26 pay periods per year.

Section 6. Tuition Scholarships.

- A. Non-probationary employees that have not had discipline imposed within the last twelve (12) months are eligible to receive tuition for college level or trade education courses at fifty percent (50%) of their tuition costs and college imposed fees up to one thousand dollars (\$1,000.00) per semester. Tuition must be requested in advance in writing and requires Police Chief recommendation. Tuition is limited to the actual costs of tuition and required

books. Courses must be taken at an accredited college, university, or vocational-technical school. Courses not taken for credit are not covered. Employees are required to submit verification of enrollment for the first semester.

- B. Thereafter, employees must submit certification of completion, grades and transcripts. All course work must be completed with at least a 'C' to qualify for a scholarship for another semester.
- C. An employee who receives a tuition scholarship shall be obligated to continue employment with the City for a minimum of twelve (12) months after the classes are completed or forfeit the costs paid by the City during the preceding twelve (12) months.

## ARTICLE 30

### AMMUNITION PAY

Section 1. The City agrees to purchase all required pistol, rifle and shotgun ammunition for annual firearms qualification. A maximum of two hundred and fifty (250) rounds will be provided for pistol qualification and twenty (20) rounds for rifle qualification. Once a unit member has qualified, no more ammunition will be issued with the exception of mandatory practicums.

## ARTICLE 31

### CALL BACK FROM OFF-DUTY

Section 1. Unit members who are called back to work to provide testimony in court, whether district or municipal court, as specified in this Article, shall receive a minimum of two (2) hours of pay. SWAT or K9 Officers who are called back to work from an off-duty status at the direction of a supervisor shall receive a minimum of two (2) hours of pay. Whether such pay is at a unit member's straight time or overtime rate depends on the hours worked by the employee during the work period. For such time to qualify for call back pay, the following conditions must be met:

- A. Officers shall not receive call back pay for any testimony where they are serving as a paid expert witness in a case or where their testimony is not related to their official capacity as an officer.
- B. Call back pay shall not be paid for "stand by" time during which an officer might be called back to testify in court.
- C. If an officer appears in court for more than two hours, the officer will be paid for his or her actual time spent in court testifying.
- D. No more than one two-hour minimum shall be paid per day.

- E. Call back pay shall not be paid for any time an officer is already on duty.
- F. Call back pay shall not be paid for testimony from a residence.
- G. Officers who are called back to duty from an off-duty status to correct paperwork will not be eligible for the two (2) hour call back.

## ARTICLE 32

### MEAL PER DIEM

Section 1. Unit members who are required by the Police Department to attend training or who are engaged in official police business outside Garfield County shall be reimbursed for meals in accordance with the City of Enid Purchasing Manual.

Section 2. Unit members also are required to follow the purchasing manual of the City and regulations of the Police Department with respect to meal per diem. It may be necessary that funds be reimbursed due to availability of cash as determined by the City.

## ARTICLE 33

### NON-MONETARY REOPENER

The parties agree that if at any time both parties concur on the need to reopen the agreement to negotiate on a non-monetary provision of this agreement that the agreement may be reopened for that limited purpose by executing a memorandum of understanding between the Chief of Police and the Lodge President.

## ARTICLE 34

### PHYSICAL FITNESS INCENTIVE

Section 1. The physical fitness program shall require mandatory participation. Each unit member will take the department's physical fitness examination before June 1st of a particular calendar year to qualify for physical fitness incentive leave time. The officer must designate by June 15th of that particular calendar year whether he will be paid for the physical incentive leave time at the straight time rate of pay, or whether he will take the time off within the upcoming fiscal year beginning July 1st. If the officer does not use the leave, it does not roll over to the following fiscal year nor will the officer be paid for the leave. If the officer chooses to be paid, he will receive the equivalent pay as a physical fitness bonus on his first paycheck in July of that calendar year. A unit member's ability to meet the standards in Section 2 is not grounds for discipline.

- A. Physical fitness incentive leave time is to be extended in no less than one-hour increments.
- B. Physical fitness incentive leave time will be granted at the discretion of the unit member's immediate supervisor.

Section 2. The physical fitness incentive exam will be based on the standards set by the Cooper Institute for Aerobic Research for Law Enforcement or a similar fitness institute. The physical fitness incentive exam will consist of the following four (4) tests:

A. 1 Mile Run

<b>Time</b>	<b>Points</b>
10:30 or Less	25 Pts
10:31 to 10:45	23 Pts
10:46 to 11:00	21 Pts
11:01 to 11:15	19 Pts
11:16 to 11:30	17 Pts
11:31 to 11:45	15 Pts
11:46 to 12:00	10 Pts
12:00 or More	0 Pts

B. Push Ups

<b>Number</b>	<b>Points</b>
25	25 Pts
24	23 Pts
23	21 Pts
22	19 Pts
21	17 Pts
20	15 Pts
19 or Less	0 Pts

C. Sit Ups

<b>Number</b>	<b>Points</b>
27	25 Pts
26	23 Pts
25	21 Pts
24	19 Pts
23	17 Pts
22	15 Pts
21	13 Pts
20	11 Pts
19 or Less	0 Pts



D. 300 meter Run

<b>Time</b>	<b>Points</b>
69 Sec or Less	25 Pts
70 Seconds	23 Pts
71 Seconds	21 Pts
72 Seconds	19 Pts
73 Seconds	17 Pts
74 Seconds	15 Pts
75 Seconds	13 Pts
76 Sec or More	0 Pts

- E. Unit members who successfully achieve ninety (90) points during four (4) tests will qualify for three days (30 hours) of physical fitness incentive leave.
- F. Unit members who successfully achieve seventy five (75) points during four (4) tests will qualify for two days (20 hours) of physical fitness incentive leave.

Section 3. The test will be conducted with a minimum of sixty (60) days notice and unit members will have four (4) opportunities to pass the examination. The test will be performed under the supervision of a Cooper Institute Physical Fitness Specialist, or a similar qualified fitness specialist and/or a designee trained by the specialist.

Section 4. The Physical Fitness Incentive will not be applicable to officers of this department who are in their probationary period.

Section 5. All sworn Police Officers will be allowed to work out on duty the last one (1) hour of their shift, pursuant to policy.

## ARTICLE 35

### HIRING & TRAINING REIMBURSEMENT

Section 1. The City and the Lodge recognize that the hiring and training of police officers is a time consuming and expensive task. In order to increase the retention rate of sworn officers within the police department, and signify a commitment by new officers to the department, the following is a condition of employment for all newly hired sworn officers.

Section 2. Newly employed police officers who already have their CLEET certification or an equivalent certification, or have foreign language proficiency in a needed language may be placed in the pay plan for patrolmen commensurate with their experience or education up to Step 5.

Section 3. A newly employed sworn police officer with the City of Enid who resigns his position within the first two years of employment will reimburse the Enid Police Department the amount of one thousand dollars (\$1,000.00) for expenses incurred during their initial employment training and any signing bonus. This reimbursement will be withheld from the

resigning officer's final salary check. In calculating the reimbursement made to the department, any time worked, accrued leave or vacation may be used. Clothing allowance, ammunition pay, and any bonuses not yet paid will not be used in this calculation. This reimbursement requirement can be waived with the consent of the Chief of Police and for "the good of the service".

Section 4. All police recruits must sign an Employment Condition Agreement upon the offer of a position as a sworn police officer. Police recruits who fail or refuse to sign said agreement will not be employed by the department and will have their name stricken from the list of eligibles as published by the Enid Police Department Police Civil Service Commission (PCSC).

#### ARTICLE 36

##### COPIES OF AGREEMENT

The City agrees to post one "read-only" copy of this agreement in the City IT Network, accessible to all employees in lieu of providing copies to each unit member.

#### ARTICLE 37

##### PERSONNEL MANUAL

It is agreed that the Police Department will utilize the Personnel Manual in effect at the time of this contract, with any future amendments subject to approval by the Union, unless the provisions of this agreement and/or the charter conflict with the manual.

#### ARTICLE 38

##### CERTIFIED WORK PLACE MEDICAL PLAN

The City of Enid will utilize a certified workplace medical plan to provide medical care and case management for employees who have work related injuries.

#### ARTICLE 39

##### NEPOTISM

No person shall be promoted or transferred to a position, which is under the supervision of a relative. For purposes of this Article, "relative" includes a spouse, child, step-child, parent, step-parent, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, and sister-in-law. Supervisory relationship includes immediate and intermediate supervisor, division head,

and department head. This paragraph shall not apply to any employee hired prior to July 1, 2010, or to any employee during training.

In addition, persons related as defined above should not be permitted to work in the same division or on the same shift except where the Police Chief determines, for the good of the service, it does not create a potential conflict.

In cases where relationship is created by marriage which would constitute a violation of this section, the persons involved shall be given a period of six (6) months to resolve the conflict by reassignment, transfer, resignation, etc.

The final decision relative to potential conflict will rest with the Police Chief.

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IN WITNESS WHEREOF, the parties hereto have executed this contract effective the 1st day of July, 2018.

Date: \_\_\_\_\_

The City of Enid, Oklahoma,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Alissa Lack, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

The Enid/Garfield County Fraternal Order  
of Police, Lodge #144,  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Lodge Secretary

**APPENDIX “A”**

**POLICE DEPARTMENT PAY PLAN 2018- 2019**

**POLICE DEPARTMENT PAY PLAN 2019- 2020**

**APPENDIX "B"**

**LONGEVITY PAY**

<b>Years of Service</b>	<b>Annual Amount</b>	<b>Semi-Annual Amount</b>
5	\$250	\$125
6	\$338	\$169
7	\$425	\$213
8	\$513	\$256
9	\$600	\$300
10	\$688	\$344
11	\$775	\$388
12	\$863	\$431
13	\$950	\$475
14	\$1,038	\$519
15	\$1,125	\$563
16	\$1,213	\$606
17	\$1,300	\$650
18	\$1,388	\$694
19	\$1,475	\$738
20	\$1,563	\$781
21	\$1,650	\$825
22	\$1,738	\$869
23	\$1,825	\$913
24	\$1,913	\$956
25 or more	\$2,000	\$1,000

2018-2019

Subject to rounding error.  
Official payplan maintained in Great Plains.

2019-2020

Subject to rounding error.  
Official payplan maintained in Great Plains.

Patrolman	Hourly	Bi-weekly	Annually	
1	\$17.81	\$1,425.00	\$37,049.91	
2	\$18.52	\$1,482.00	\$38,531.90	4.00%
3	\$19.27	\$1,541.28	\$40,073.18	4.00%
4	\$20.04	\$1,602.93	\$41,676.11	4.00%
5	\$20.84	\$1,667.04	\$43,343.15	4.00%
6	\$21.67	\$1,733.73	\$45,076.88	4.00%
7	\$22.54	\$1,803.08	\$46,879.95	4.00%
8	\$23.44	\$1,875.20	\$48,755.15	4.00%
9	\$24.38	\$1,950.21	\$50,705.36	4.00%
10	\$25.35	\$2,028.21	\$52,733.57	4.00%
11	\$26.37	\$2,109.34	\$54,842.91	4.00%
12	\$27.42	\$2,193.72	\$57,036.63	4.00%
13	\$28.52	\$2,281.47	\$59,318.09	4.00%

Patrolman	Hourly	Bi-weekly	Annually	
1	\$17.81	\$1,425.00	\$37,049.91	
2	\$18.52	\$1,482.00	\$38,531.90	4.00%
3	\$19.27	\$1,541.28	\$40,073.18	4.00%
4	\$20.04	\$1,602.93	\$41,676.11	4.00%
5	\$20.84	\$1,667.04	\$43,343.15	4.00%
6	\$21.67	\$1,733.73	\$45,076.88	4.00%
7	\$22.54	\$1,803.08	\$46,879.95	4.00%
8	\$23.44	\$1,875.20	\$48,755.15	4.00%
9	\$24.38	\$1,950.21	\$50,705.36	4.00%
10	\$25.35	\$2,028.21	\$52,733.57	4.00%
11	\$26.37	\$2,109.34	\$54,842.91	4.00%
12	\$27.42	\$2,193.72	\$57,036.63	4.00%
13	\$28.52	\$2,281.47	\$59,318.09	4.00%
14	\$29.30	\$2,344.21	\$60,949.34	2.75%

Sergeant	Hourly	Bi-weekly	Annually	
1	\$25.26	\$2,020.44	\$52,531.45	
2	\$26.27	\$2,101.26	\$54,632.71	4.00%
3	\$27.32	\$2,185.31	\$56,818.02	4.00%
4	\$28.41	\$2,272.72	\$59,090.74	4.00%
5	\$29.55	\$2,363.63	\$61,454.37	4.00%
6	\$30.73	\$2,458.17	\$63,912.54	4.00%
7	\$31.96	\$2,556.50	\$66,469.04	4.00%
8	\$33.23	\$2,658.76	\$69,127.80	4.00%

Sergeant	Hourly	Bi-weekly	Annually	
1	\$25.26	\$2,020.44	\$52,531.45	
2	\$26.27	\$2,101.26	\$54,632.71	4.00%
3	\$27.32	\$2,185.31	\$56,818.02	4.00%
4	\$28.41	\$2,272.72	\$59,090.74	4.00%
5	\$29.55	\$2,363.63	\$61,454.37	4.00%
6	\$30.73	\$2,458.17	\$63,912.54	4.00%
7	\$31.96	\$2,556.50	\$66,469.04	4.00%
8	\$33.23	\$2,658.76	\$69,127.80	4.00%
9	\$34.15	\$2,731.88	\$71,028.82	2.75%

Lieutenant	Hourly	Bi-weekly	Annually	
1	\$31.61	\$2,528.84	\$65,749.77	
2	\$32.87	\$2,629.99	\$68,379.76	4.00%
3	\$34.19	\$2,735.19	\$71,114.95	4.00%
4	\$35.56	\$2,844.60	\$73,959.55	4.00%
5	\$36.98	\$2,958.38	\$76,917.93	4.00%

Lieutenant	Hourly	Bi-weekly	Annually	
1	\$31.61	\$2,528.84	\$65,749.77	
2	\$32.87	\$2,629.99	\$68,379.76	4.00%
3	\$34.19	\$2,735.19	\$71,114.95	4.00%
4	\$35.56	\$2,844.60	\$73,959.55	4.00%
5	\$36.98	\$2,958.38	\$76,917.93	4.00%
6	\$38.00	\$3,039.74	\$79,033.17	2.75%

Captain	Hourly	Bi-weekly	Annually	
1	\$34.86	\$2,788.88	\$72,510.77	
2	\$36.26	\$2,900.43	\$75,411.21	4.00%
3	\$37.71	\$3,016.45	\$78,427.65	4.00%
4	\$39.21	\$3,137.11	\$81,564.76	4.00%
5	\$40.78	\$3,262.59	\$84,827.35	4.00%

Captain	Hourly	Bi-weekly	Annually	
1	\$34.86	\$2,788.88	\$72,510.77	
2	\$36.26	\$2,900.43	\$75,411.21	4.00%
3	\$37.71	\$3,016.45	\$78,427.65	4.00%
4	\$39.21	\$3,137.11	\$81,564.76	4.00%
5	\$40.78	\$3,262.59	\$84,827.35	4.00%
6	\$41.90	\$3,352.31	\$87,160.10	2.75%

**City Commission Meeting**

**10.1.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY AND AUTHORIZING A TRANSFER OUT TO THE AIRPORT FUND IN THE AMOUNT OF \$1,350,000.00.**

**BACKGROUND:**

This is a companion item to 6.1, 6.2 and 7.3. This appropriation provides upfront funding to the Airport Fund to award a construction contract for the Airport Terminal Building at Enid Woodring Regional Airport.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Jennifer Smith, Accounting Manager.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$1,350,000.00

**Funding Source:**

Airport Fund and Enid Municipal Authority

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**Attachments**

Resolution

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RESOLUTION

A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY AND AUTHORIZING A TRANSFER OUT TO THE AIRPORT FUND IN THE AMOUNT OF \$1,350,000.00.

WHEREAS, the appropriations are necessary to award a construction contract for the Airport Terminal Building at Enid Woodring Regional Airport to RSM Development, Inc. company in the amount of \$2,382,469.00; and

WHEREAS, donations of \$503,500.00 are on hand for the terminal project and the Airport fund balance has additional funds on hand for the terminal project of \$650,000.00 and future grant funds from the Oklahoma Aeronautics Commission, Federal Aviation Administration and Oklahoma Strategic Military Planning Commission have been awarded up to \$900,000.00; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Airport Fund Airport Department to provide the upfront necessary funding for the grants to construct the Woodring Regional Airport Terminal Building; and

WHEREAS, there are funds in the Enid Municipal Authority available to increase the fiscal financial plan,

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY THAT THE AUTHORITY'S 2018-2019 FISCAL FINANCIAL PLAN BE AMENDED TO INCREASE THE ENID MUNICIPAL AUTHORITY DEPARTMENT LISTED BELOW:

FUND 31 ENID MUNICIPAL AUTHORITY	
Operations 31-315-4710	\$1,350,000.00

Adopted this 17th day of July 2018.

\_\_\_\_\_  
Chairman

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

**City Commission Meeting**

**10.2.**

**Meeting Date:** 07/17/2018

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER A RESOLUTION AUTHORIZING SUBMISSION OF LETTER OF INTEREST TO ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR FUNDING THROUGH THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM.**

**BACKGROUND:**

The Water Infrastructure Finance and Innovation Act (WIFIA) federal program helps fund water infrastructure projects like the Kaw Lake pipeline project. This is a possible source of subsidized interest rate financing for phase 4 of the Kaw project that the City and the Enid Municipal Authority (EMA) are exploring through a letter of interest (LOI). This resolution authorizes the submittal of the LOI to receive consideration. The Environmental Protection Agency (EPA) reviews the LOIs and invites further applications after their review and analysis. Our financial advisor and bond counsel will analyze our options based on the State Revolving Fund (SRF) and Financial Assistance Program (FAP) loan programs through the Oklahoma Water Resources Board (OWRB) and WIFIA and advise you on options for further funding of the Kaw Lake pipeline project. A future resolution will be required to authorize WIFIA application in the future if that option is deemed best.

**RECOMMENDATION:**

Accept the resolution.

**PRESENTER:**

Jerald Gilbert, City Manager

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