

AGREEMENT BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION

AND THE FRATERNAL ORDER OF POLICE

LODGE 133

FISCAL YEARS 2023-2024 and 2024-2025

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement (“Agreement”), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as “Employer” and LODGE NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as “Lodge,” to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the Agreement to the Lodge that the Lodge will be able to distribute a copy to each Employee now employed or employed during the term of the Agreement, one to the Lodge and one to the Chief of Police and his designated assistant. Employer will retain a copy.

ARTICLE 2

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113, reduced to writing this Collective Bargaining Agreement (“Agreement”) resulting from negotiations entered into by the Employer and the Lodge.

Section 2.

This Agreement shall become effective on the first day of July 2023 and shall remain in full force and effect until midnight, June 30, 2025. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq.* specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer subject to adoption of the Employer’s 2023-2024, and 2024-2025 Fiscal Year budgets.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so long as they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this Fiscal Years 2023-2024 and 2024-2025 Agreement that would potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE 3

RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act (“F.P.A.A.”) of the State of Oklahoma, the Employer and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Employer and the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. The Lodge or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement ("alleged occurrence" being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

First Step: An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.

Second Step: If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.

Third Step: If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee's answer in the Second Step, request a meeting among the Chief of Police, the City Manager or his designee, and the Lodge Representative to orally present the grievance. All parties should strive to schedule the meeting within ten business days from the Employee's request. An oral response shall be provided within ten (10) business days of this meeting.

Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) business days to provide a written response to the formal written grievance.

Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step: If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The Employer shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.
4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.
5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.

7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. The arbitrator 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 hereof. This shall not preclude individual wage grievances.

8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the findings and decision of the arbitrator rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 5

WAGE SCHEDULE

Section 1. The parties agree that the wages for the contract period shall be as follows:

FY23-24 Salary Scale (8% adjustment to PO/MPO with 5% adjustment to ranks)

| | Min | Max |
|------------|----------|----------|
| PO | \$ 21.06 | |
| MPO | \$ 24.64 | \$ 29.57 |
| CPL | \$ 29.25 | \$ 35.10 |
| SGT | \$ 32.62 | \$ 39.15 |
| LT | \$ 38.42 | \$ 46.10 |

FY24-25 (3% across the board adjustment)

| | Min | Max |
|------------|----------|----------|
| PO | \$ 21.69 | |
| MPO | \$ 25.38 | \$ 30.46 |
| CPL | \$ 30.13 | \$ 36.16 |
| SGT | \$ 33.60 | \$ 40.32 |
| LT | \$ 39.57 | \$ 47.49 |

For the fiscal year 2023-2024, all current Patrol Officers and Master Patrol Officers will receive an 8% raise. All Corporals, Sergeants, and Lieutenants will receive a 5% raise up to the maximum amount allowed in the pay grade.

For the Fiscal year 2024-2025, all members of the bargaining unit will receive a 3% raise up to the maximum allowed in the pay grade.

Note: Effective on the July 3, 2023, pay period, an exception to the maximum range will be made for MPO Steve Winders to allow a full eight (8) percent raise. His hourly pay will increase to \$30.38, at which point he will be considered topped-out. In the second year of the contract the wage schedule will increase by three (3) percent. MPO Winders will receive a raise on the July 1, 2024 pay period, up to the maximum for MPO of \$30.46, at which time he will be considered topped-out.

Increases shall be effective on the first full biweekly pay period on or after the effective date, as follows: FY 2023-2024 Wage Schedule, effective July 3, 2023, and FY 2024-2025 Wage Schedule effective on July 1, 2024.

Rules for Administering the Wage Schedule:

The Employee's "anniversary date" for purposes of annual advancement eligibility, as used in this Contract, is the day and month established when an Employee is placed into a new pay grade as the result of hire, promotion, or reduction in rank. At each Employee's anniversary date, a performance evaluation will be conducted by the immediate supervisor, subject to review, and approval by the Police Chief.

Members of the bargaining unit shall be eligible for a four percent Satisfactory Performance Increase (SPI) provided that they are not at the maximum in their pay grade. Members of the bargaining unit who are less than four percent from the maximum in their pay grade shall be eligible for a raise up to the maximum pay for their grade.

Members who are promoted in rank, shall be paid at the minimum of the pay grade to which the Member is promoted, provided that such pay must be at least three (3) percent per hour over the Member's preceding rank and grade.

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

| | | |
|-----------------------|---------------------|-------------------------------|
| Day shift | 0645 to 1445 | No differential paid |
| Evening Shift | 1445 to 2245 | \$40.00 per pay period |
| Split Shift | 1900 to 0300 | \$52.00 per pay period |
| Midnight Shift | 2245 to 0645 | \$62.00 per pay period |

Section 3. Longevity Pay. Commencing at the beginning of an Employee's sixth year of service (*i.e.*, upon completion of five full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

$\$.05 \times 80 \text{ (hours per pay period)} \times 6 \text{ through 12 (years of service)} =$

i.e. \$24.00 per pay period for 5 years of service; payable in 6th year

$\$.10 \times 80 \text{ (hours per pay period)} \times 13 \text{ through 20 (years of service)} =$

i.e. \$56 per pay period for 13 years of service; payable in 14th year;

and additional \$8 per pay period for each additional year of service; payable in immediately following year.

Effective July 1, 2020, longevity will cap and freeze at 20 years of service for all Employees.

Payments will discontinue upon retirement (or other termination)

| Police Longevity | | | |
|----------------------------|-----------------------|--------------------|---------|
| Completed Years of Service | Per Pay Hourly Amount | 80 Hour Pay Period | Annual |
| 0 | | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | 0.30 | 24.00 | 624.00 |
| 7 | 0.35 | 28.00 | 728.00 |
| 8 | 0.40 | 32.00 | 832.00 |
| 9 | 0.45 | 36.00 | 936.00 |
| 10 | 0.50 | 40.00 | 1040.00 |
| 11 | 0.55 | 44.00 | 1144.00 |
| 12 | 0.60 | 48.00 | 1248.00 |
| 13 | 0.70 | 56.00 | 1456.00 |
| 14 | 0.80 | 64.00 | 1664.00 |
| 15 | 0.90 | 72.00 | 1872.00 |
| 16 | 1.00 | 80.00 | 2080.00 |
| 17 | 1.10 | 88.00 | 2288.00 |
| 18 | 1.20 | 96.00 | 2496.00 |
| 19 | 1.30 | 104.00 | 2704.00 |
| 20 | 1.40 | 112.00 | 2912.00 |

Section 4. Effective the first pay period in January 2018, each patrol squad will have at least one Sergeant and two Corporals assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the “shift supervisor.” As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 6. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

| | |
|-----------------------------------|-------------------|
| Intermediate Certification | \$30/month |
| Advanced Certification | \$80/month |

Section 7. Minimum Manning

A. The City agrees that each patrol shift shall be manned with a minimum of three officers under the following conditions:

1. Union agrees that a supervisor, defined as a Sergeant or Corporal, will be on duty during each shift whenever possible. This Supervisor shall be counted toward the minimum manning throughout the trial period.
2. Shift Sergeants shall be responsible for maintaining their shift schedule and the required minimum staffing. If the shift Sergeant is unavailable the shift Corporal assumes this responsibility.
3. All requests for days off under Article 7 and Article 9 must be signed off by the Shift Sergeant, or in the event the shift Sergeant is unavailable the shift Corporal, and the Chief of Police, or his designee. Vacation and Comp time requests will not be approved if they would cause the minimum manning to fall below three; unless:
 - i. An officer can be moved from another shift without causing that shift to fall below minimum manning; and
 - ii. The officer can be reassigned shifts without incurring premium pays, defined as: Call Back Pay, Shift Change (24-hour notice) Pay, Shift Change (Time between shifts) Pay; and
 - iii. The Chief, or his designee, agrees to the request. The FOP agrees that approval by the Chief or his designee is on a “case-by-case” basis and does not constitute past practice.
4. All requests for Sick Leave shall be in accordance with contract and shall be approved by the shift Sergeant, or in their absence the shift Corporal.
5. In recognition of the potential difficulties faced by permanent or semi-permanent shift changes outside of the shift bidding process, the City, when practical, will provide Employees two weeks' notice of such changes.
6. The City and Union agree that dispatching an officer outside the City for routine prisoner transport, emergency orders of detention, etc. is anticipated during the shift and that these officers shall count towards the minimum manning on the shift.
7. The City reserves the right to revoke minimum manning, at the shift level, if a shift's available staffing falls below five personnel due to the following events:
 - i. Military leave of more than fourteen days;
 - ii. An officer is placed on administrative leave;
 - iii. Termination or resignation of an officer;
 - iv. Worker's comp or other medical leave of more than fourteen days.

If the minimum manning levels are revoked the Chief will notify the City Manager and the Union President in writing (email is appropriate) of the revocation, the reason(s) for it, and an approximate timeframe, if known, when the triggering event will end.

ARTICLE 6

HIRING, PROMOTIONAL PROCEDURES AND TRAINING

HIRING

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act and Title VII of the Civil Rights Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions set forth herein.

Section 2. All Employees newly hired as Police Officers, including those already working for the City in another capacity, for the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Selection of applicants to fill a vacancy will be at the sole discretion of the City Manager.

PROMOTIONAL PROCEDURES

Section 1. Vacancies within the department that constitute a promotion shall be filled per Police Department policy.

Section 2. All decisions and findings made in accordance with the policy shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

TRAINING

Section 1. The Employer will exercise its best efforts to assist all Employees in attending their selected CLEET course. Shift Sergeant approval is required at least thirty days before each class to accommodate scheduling to maintain minimum manning requirements. This shall include employees requesting days off to facilitate CLEET instruction, Art. 24, Sec. 2.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the Chief, or his designee, shall decide which Employee will attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition, officers will be required to attend one CLEET legal update a year. If an officer fails to attend the required training and is suspended by CLEET, the officer will automatically be suspended without pay by the Employer. The City Manager may give special consideration on a case by case basis for circumstances beyond the control of the officer. Officers shall

be responsible for the reinstatement fee unless circumstances warrant otherwise in the sole discretion of the City Manager.

Section 4. Officers shall select up to four classes per year to attend and apply through the CLEET website, after obtaining approval from their Sergeant.

ARTICLE 7

BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for Employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All Employees covered by this Agreement are eligible for overtime compensation. For purposes of this Agreement, the established work period shall be (7) seven days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with (2) two consecutive days off. Parties agree that shift rotation assignments made by the Chief of Police shall be the only exception to the established work period as set forth in Section 1. “Shift rotations” shall normally occur once every (6) six months. Shift rotation selection shall be conducted on a seniority-based method to begin with Sergeants, Corporals, Master Patrol Officers and then Patrol Officers. The most senior officer will begin by selecting their shift and selections will continue in descending order until all officers of that rank have selected. In the Employer’s interest of maintaining supervision on all shifts, effective January 1, 2018, the Chief of Police will adjust Employee’s(’) shift(s) and day(s) off to facilitate shift rotations to ensure that no shift will be assigned an Employee of lower rank than corporal. The Employer agrees to facilitate staffing as needed to achieve this result.

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked more than forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. The regular rate is the Employee’s base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24-hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee’s regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate (“premium”). The additional four hours may be compensated in cash payment or as an addition to the Employee’s compensatory time bank, at the Employee’s discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee’s compensatory time bank, at the Employee’s discretion. In no case, shall an

Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Call Back Pay. Should an off-duty Employee be required to report for duty to assist in an emergency, outside of their regularly scheduled shift, that Employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Section 3. Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime or compensatory time.

Section 4. The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

Section 5. Compensatory time may be requested for paid time off at the discretion of the Employee, provided that a minimum of thirty-six (36) hours' notice is given. Any request for compensatory time off shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for compensatory time off are subject to review and approval by the Chief.

Section 6. Flexible time may be requested to flex working hours within a single forty (40) hour workweek. Any request to use flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for use of flexible time are subject to review and approval by the Chief.

ARTICLE 8

INSURANCE

Section 1. Employer shall provide to all members of the Bargaining Unit, on an annually reviewable basis and at no cost to members of the Bargaining Unit, the same combination of health and other insurance coverage benefits that is offered to all full-time City employees.

Section 2. In accordance with Title 11 § 23-108 of the Oklahoma Statutes, as amended on November 1, 2014, and as it may be amended hereafter, Employer shall offer retiree health benefits to retired Employees upon separation, to be accepted by no later than thirty (30) days following separation, and to their dependents and survivors, with premiums not in excess of 102% of the premium paid by full-time employees, to be paid by the retired Employee. Retired Employees who opt to receive retiree health benefits shall be subject to any changes in benefits coverages and/or premiums in the same manner as regular full-time employees.

ARTICLE 9

ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

| | | | |
|-------|--------------------|---|--------------------|
| 1-5 | years' service | → | 10 shifts per year |
| 6-10 | years' service | → | 15 shifts per year |
| 11-15 | years' service | → | 20 shifts per year |
| 16-20 | years' service | → | 25 shifts per year |
| 21 | years – retirement | → | 30 shifts per year |

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on the second paycheck of each month.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the Employer during the fiscal year, shall receive 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the second pay period in June. Whether a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay, except as may be outlined in other Articles of this Agreement. Should an Employee terminate employment, he shall be eligible for holiday pay up to and including his termination date with the City.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee. The Chief, or his designee, will consider the needs of the Police Department and the timing of when requests are submitted when considering the request. It is expressly understood that the final right to designate vacation periods and the maximum number of Employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief, or his designee, to ensure the orderly performance of the services provided by the Employer.

Requests for vacation of two (2) or more consecutive days/shifts must be submitted to the Chief, or his designee, thirty (30) days prior to the starting day of the vacation. The Employee shall be notified within seven (7) working days of the Chief's decision.

Officers requesting to use one (1) day increments of vacation leave must notify the Police Chief or is/her designee as soon as possible but at least thirty-six (36) hours prior to the actual requested leave time.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: 10

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accrue sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days or more must be accompanied by a physician's written statement certifying the Employee's condition or his/her immediate family's condition that prevented Employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any Employee is eligible to take sick leave for one of the following reasons:

A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.

B. Serious illness of a member of the Employee's immediate family requiring the Employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of Employee, sister or brother of Employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the Employee's absence, providing special approval by the department head is first obtained.

C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An Employee who is unable to report for work due to one of the above reasons shall report his/her absence to the on-duty supervisor no less than one hour from which time he/she is expected to report for work stating the reason for the absence and the expected period of the absence. The Employee shall call in each day of a multi-day absence, unless prior agreement has been made with the supervisor or Chief. Sick leave with pay will not be allowed unless such a report is made. This provision may be waived by the Police Chief if the Employee submits acceptable evidence that it was impossible to give such notification. Sick leave shall only be authorized after it is earned and only to the extent that the Employee has accrued same.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy-two (72) working days. An Employee who consumes all the sick leave benefits for which he/she is eligible, shall be placed on inactive status, without pay, if so determined necessary by the Police Chief and approved by the City Manager.

Section 7. *Separation.* Upon separation, an Employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized Use of Sick Leave.* If upon investigation, the City Manager or the Police Chief does not consider the circumstances warrant, or did not warrant the absence of an Employee, the Employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. *Abuse of Sick Leave.* Abuse of sick leave shall be cause for discipline, up to and including dismissal.

Section 10. *Sick Leave Incentive.* Any Employee who does not use Sick Leave during the fiscal year will be entitled to transfer 16 hours of sick leave to their compensatory leave totals, provided that the 16 hours will not place them over the maximum allowed compensatory time. Employees who believe they are eligible for this incentive must request, in writing to the Human Resources Director with a copy to the Police Chief, that their Sick Leave be transferred. The request cannot be submitted prior to June 1st of each year. Human Resources will, upon verification that the Employee has not used any time through June 30th, initiate the transfer of hours. New Employees shall not be eligible for Sick Leave Incentive until completing their probationary period.

Section 11. *Possibility of Reinstatement.* Any Employee who leaves City employment and returns within a one-year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those Employees in good standing may qualify for this benefit.

Section 12. *Compliance with all applicable laws.*

A. To be in compliance with state law, the Employer and the Lodge agree that on-the-job injury leave will follow **Title 11 O.S. Section 50-116.1** that states: Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections **11 and 12 of Title 85 of the Oklahoma Statutes**, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disabled for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

B. No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured Employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged

in by the injured Employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

C. Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Employer as determined by the Employee's physician and/or the City Manager when the Employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the Employee's job classification or departmental assignment.

D. In the event an Employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such Employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow Employees who may have been at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted to the Human Resources Director not later than twenty-four (24) hours after the occurrence thereof.

E. An Employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the Employer.

LIGHT DUTY

Section 1.

A. Purpose: The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition: Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments, if allowed, shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the Employer and the Chief of Police on a case-by-case basis. In no case shall the Employer create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

C. Scope:

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.

2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts to be eligible for light duty assignment.

3. This policy will allow full-time Employees on light duty to attend training under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The Employee requests to attend training as per policy.

D. Responsibility:

1. The Employee's physician must submit all work restrictions before an Employee is eligible for light duty assignment. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.

2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.

3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.

4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty): An Employee's refusal to accept a Modified Duty Assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the Chief of Police and the treating physician will result in termination from Employment with the City.

F. Conditions: The Employer will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following:

1. To assist an Employee with recuperation from an on or off the job-related injury or illness by reintroducing them gradually to the demands of their full-time position.

2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.

3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.

4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).

5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee can perform light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.

2. Employees assigned to a light duty assignment MUST report to work at the days and times assigned by the Chief. The light-duty hours will be completed consecutively each workday and they will not be set as rotating hours from day-to-day unless agreed upon by the Chief and the Employee. Employees on light duty shall be required to work on holidays observed by the City of Glenpool unless it the holiday falls on the scheduled day off for the light duty assignment. Holiday pay for light duty employees will be paid pursuant to Article 9 the same as officers on non-light duty officers.

3. Employees assigned to light-duty shall wear business casual clothing with no visible insignia identifying them as police officers and no visible duty weapon unless otherwise determined by the Chief of Police. This clothing shall be consistent with the requirements for non-union office personnel. A concealed weapon will be allowed as long as the weapon is department approved and the employee has completed the department's firearms qualifications course and has successfully qualified with the weapon.

4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.

5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.

6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and timeline of return.

7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician to coordinate their return.

H. Daily Staffing Level: An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages: Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article 7 of this Agreement that might otherwise result in overtime, except for attendance at Court as approved by the Chief. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

ARTICLE 11

DUES AND CHECK OFF

Section 1. Upon written authorization from the Employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those Employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the Employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the Employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the Employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

ARTICLE 12

EDUCATION PAY

Section 1. The Employer and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the Employer and to our citizens. As such, the Employer agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

| | |
|--------------------|---------------|
| Associate's Degree | \$ 75 Monthly |
| Bachelor's Degree | \$100 Monthly |
| Master's Degree | \$125 Monthly |

An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold.

ARTICLE 13

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer. The monthly cleaning allowance will be suspended for any member taking either Sick, FMLA or Workers Compensation leave in excess of sixty consecutive days.

Section 2. The Employer agrees to provide, upon hire, the following list of equipment and clothing:

1. One (1) complete Class "A" Uniform
2. One (1) long sleeve Class "B" Shirt
3. One (1) short sleeve Class "B" Shirt
4. One (1) set of Class "B" Pants
5. Two (2) Class "C" long sleeve shirts
6. Two (2) Class "C" short sleeve shirts
7. Two (2) sets of Class "C" pants
8. One (1) Department training Polo
9. One (1) set of Department training pants
10. One (1) pair boots, up to \$125.00
11. One (1) department approved winter jacket
12. One (1) department approved rain slicker
13. One (1) department approved outer belt with inner liner
14. One (1) department approved weapon mounted light bearing holster and weapon mounted light
15. One (1) department approved double magazine pouch
16. One (1) department approved ASP baton holder
17. One (1) department approved OC spray holder
18. Two (2) department approved handcuffs and cases
19. One (1) department approved radio holder
20. One (1) ASP expandable baton
21. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date

22. Twelve (12) sets sew on patches, (1) sew on coat badge, and (1) sew on coat name plate
23. One (1) department approved name plate
24. One (1) set of coat collar brass
25. One (1) set of shirt collar brass
26. Two (2) badges: one (1) duty badge and one (1) flat wallet badge
27. One (1) Glock model 17, with three (3) magazines
28. One (1) department-issued rifle with optic, sling and two (2) magazines, to be consistent with CLEET standards
29. One (1) department-issued shotgun with sling, to be consistent with CLEET standards
30. One (1) department-issued Taser with two (2) cartridges and one (1) holster
31. One (1) ballistic vest with internal and external carrier (i.e. Armor Express Traverse or another carrier of the same quality and style)
32. One (1) traffic safety vest
33. One (1) Glenpool Police commission card
34. One (1) Glenpool Police key cad
35. One (1) extended handcuff key
36. One (1) department issued handheld radio with charger and mic
37. Five hundred (500) department issued business cards
38. One (1) department issued flash drive
39. One (1) department issued Narcan kit
40. One (1) department issued tourniquet and holder
41. One (1) department issued phone
42. One (1) department issued tablet or computer

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, to be determined by the Chief of Police or his designee.

Section 4. Upon retirement due to length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Five Hundred Dollars (\$1,500.00) per year (payable under a non-accountable plan, in two increments of Seven Hundred Fifty Dollars (\$750.00) with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and any Detective(s) shall receive an additional \$100.00 per year.

Employees hired after either of the first pay period in July or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced every two years, generally during annual firearms re-qualifications, in amounts not to exceed one-hundred (100) rounds of 9mm pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. To maintain proficiency with all department approved firearms, the Employer/Police Department will provide a minimum of 8 hours annual firearms training as well as the practice ammunition outlined herein. This training will be offered quarterly to each member of the bargaining unit. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

If for some reason the department cannot schedule a quarterly range date, or a member of the bargaining unit had an approved reason that he/she cannot attend the scheduled training, and no alternative training date can be provided, the member, upon written request, shall receive the ammo allotment of 50 rounds of 9mm pistol ammunition; 60 rounds of .223 rifle ammunition; 5 rounds of 12 gauge .00 buckshot ammunition; and 5 rounds of 12-gauge slug ammunition for that quarter. This firearms training will not preclude any bargaining member's right to pursue any other form of training throughout the year.

ARTICLE 14

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Fraternal Order of Police recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with its responsibilities, as defined in State Statutes and with such conditions affecting the public welfare as may arise, and all authority shall be retained wholly by Management. For purposes of this Article 14, the terms "Management" and "Management Officials" mean the City Manager and the Chief of Police, acting together or individually, or such designees as lawfully appointed.

Section 2. Management retains without limitation the following rights in accordance with all applicable laws and regulations:

- (A) To plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend, or discharge any member of the Glenpool Police Department, subject to the provisions of this contract.
- (B) To determine the source or sources from which new applicants for work in the Glenpool Police Department shall be secured; and to be the sole judge of qualifications of employees for employment by or retention with the Employer.
- (C) To establish the organization and structure of the Police Department. However, no Officer covered by this Agreement and presently employed by the City, shall be reduced in base salary because of such organization or restructuring.
- (D) Except as specifically modified by this Agreement, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.
- (E) Upon receiving a complaint of alleged criminal conduct by an officer, the officer shall be entitled to an internal investigation in accordance with departmental policy. During the interim prior to conclusion of the internal investigation the officer may be placed on administrative leave with pay, in the discretion of Management. There will be a predetermination hearing upon conclusion of the internal investigation and a finding that the complaint has been substantiated if potential discipline includes termination, demotion, or suspension without pay.

Section 3. All rules, regulations, fiscal procedures, working conditions, departmental rules and practices and manner of conducting the operation and administration of the Glenpool Police Department in effect on the execution date of this Agreement shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement. This Agreement shall also supersede any personnel policies of the City which conflict with its terms. Except as stated above, the terms and conditions of employment of those individuals covered by this Agreement shall not be altered except by agreement of the parties.

Section 4. Management has the sole authority to determine the purpose, mission, duties, and responsibilities of the City, including the total amount of the budget and its allocation to different function and to establish priorities.

Section 5. It is understood by both parties that, since it is impossible to anticipate and describe every duty of any officer that may be connected with departmental operations, job descriptions may not always be comprehensive. Employees - at the discretion of Management - may be required to perform duties not specifically defined in their job description but which may reasonably be considered to be incidental to the performance of their duties just as though they were actually written out in the job description.

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 Glenpool Police Department currently in effect on the effective date of any negotiated agreement (“Past Practices”) shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

ARTICLE 16

PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

ARTICLE 17

PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article 17 shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article 17 may be considered in connection with decisions pertaining to discipline or advancement unless they are in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third-party request for inspection or copy shall be immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

A. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage

of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.

B. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of three (3) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said three (3) years.

C. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of five (5) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said five (5) years.

D. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.

E. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.

F. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).

G. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created documents or materials pertaining to such action, except that the Director of Human Resources may keep a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

H. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.

I. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction.

ARTICLE 18

SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 19

REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified Lodge business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

ARTICLE 20

REPLACEMENT OF DAMAGED GOODS



Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;

B. Uniform apparel

1. Trousers
2. Shirts
3. Jacket/Coat
4. Bullet Proof Vest
5. Gun Belt
6. Holster
7. Footwear
8. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
9. Badges, Collar Brass, Nameplate
10. Cuff, Cuff Case
11. Tie/Dickey

C. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the Employer shall have the option to either repair or replace.

D. Watches to be replaced shall not exceed Seventy-Five Dollars (\$75.00) in cost.

Section 2. The Employer shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to City property when such property damage occurs through the negligence of the officer.

ARTICLE 21

PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new Employees shall be hired until the Employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the Employer by said Employee shall be deemed compliant with said requirements. Any such Employee previously so laid off shall have fourteen (14) days after the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

Section 3. The Employer shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

ARTICLE 22

GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department "Employee," as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant ("grant shift") shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee's standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article 7 of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article 7 of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee's hours worked during a work period as defined in Article 7 of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as "overtime" hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article 7 of the CBA for all purposes.

Section 3. Section 3 of Article 7 of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article 7 of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article 7 of the CBA for all purposes.

ARTICLE 23

SAVINGS CLAUSE

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

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

ARTICLE 24

SPECIALTY ASSIGNMENT PAY

Section 1. Employees assigned to a Specialty Unit shall receive \$50.00 per month Specialty Pay as long as they are assigned to the unit. A Specialty Unit is defined as any unit that has two or more members responsible for specialized investigation which requires specialized training or tactics and is approved in writing by the Chief of Police. Department approved Specialty Units at this time include the Criminal Investigation Unit, the Drug Enforcement Unit, the School Resource Officer Unit, the Accident Investigation Unit and the K9 Unit.

Section 2. Employees who have completed a minimum of 100 hours training in a specialized discipline and have become a department approved instructor within the specialized discipline, shall receive \$50.00 per month Specialty Pay as long as they instruct a minimum of one class for CLEET or the Glenpool Police Department in the specialized discipline during the preceding fiscal year and complete any annual requirements mandated by CLEET within the discipline or to maintain their instructor status. In the event an Employee cannot hold the title within their discipline they will cease to receive the Specialty Pay. All officers assigned to any Specialized Discipline will be appointed by the Chief. Department approved Specialized Disciplines include Drug Recognition Expert, Firearms Instructor, Law Enforcement Driver Training Instructor and Defensive Tactics Instructor.

Section 3. Employees may only be paid up to a maximum of \$100.00 per month Specialty Pay for any combination of assignment to a Specialty Unit and/or certification as a Specialized Discipline/Instructor under this Article.

Section 4. Employees tasked with training new officers as part of the Field Training Officer (FTO) Program shall receive one hour of compensation per each shift that an Officer In Training (OIT) is riding with them. The Program consists of fifty-five shifts. FTO pay will apply during the entire program, as well all remedial training authorized by the Chief. FTO pay shall be calculated at the employee's regular hourly wage, i.e. straight time.

ARTICLE 25

OFFICERS' BILL OF RIGHTS

Section 1: The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against Police Officers received by the Chief of Police from any person, either through verbal communication to Chief or Assistant Chief, or written statement, email or a completed complaint form. Any complaints made by officers against the Chief of Police must be submitted to the Human Resource Director or the City Manager. The City Manager retains the authority to decide how the matter will be investigated.

Section 2: Whenever a member of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department, City attorney's office, or City Manager's office, for any reasons which could lead to the officer being disciplined as a result of the internal affairs investigation, such interview or interrogation shall be conducted under the following conditions:

- A. For purposes of this article, Administrative Investigation means any investigation or inquiry conducted by a supervisor, or other person specifically designated by the Chief of Police into an alleged improper conduct by any employee.
- B. The employee will be presented with a NOTICE OF INVESTIGATION FORM upon the first instance of being subjected to interrogation or formal request for information in regard to a complaint. This notice shall include the name of the officer in charge of the administrative investigation, the nature of the complaint against the officer, the name of the complainant. If the complainant is management, the notice will indicate management. The notice shall indicate the date of the alleged infraction. This form shall also contain wording of the Officer Bill of Rights as outlined in this agreement. One copy of this form shall be retained by the officer, and the other shall be signed by the officer as evidence of the compliance with this article as well as understanding of the officer's rights under this section.
- C. Addressing violations of Police Department procedures by an officer is not considered a disciplinary action unless the violation(s) would result in a written reprimand, suspension, demotion, loss of pay, or termination. Therefore, the act of gathering facts regarding a procedural violation(s) and interviewing the accused officer are not to be considered an investigation for the purposes of the Notice of Investigation. If, through the information gathering process, it is determined the officer may be subject to a department defined disciplinary action, then a Notice of Investigation Form must be provided before the investigation proceeds.
- D. INTERROGATION: When a Police Officer is under investigation by the Glenpool Police Department for a complaint received, and is to be interrogated, such interrogating will be conducted as follows:

- I. Preliminary discussions with supervisory personnel within the Police Department in relation to a complaint received, may be conducted to determine the validity of the complaint, however it will not be considered as interrogation as used herein.
- II. The officer being interrogated will be presented with a notice of investigation prior to questioning. This may have been previously provided as listed in Section 2.A. All questions directed to the Officer under interrogation shall be limited in scope to activities, circumstances or events which pertain to the Officer's alleged conduct or act(s) which form the basis for the investigation.
- III. The Officer shall be allowed the right to consult a Lodge representative or any attorney prior to the interview and shall have the right to a representative or attorney to be present at all times during such interview or interrogation.
 - a. Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
 - b. In accordance with the "Garrity Rule", if the activities, circumstances, or events which pertain to the Officers conduct or act(s) which form the basis for the investigation could possibly result in criminal charges, the Officer may refuse to answer questions or cooperate with criminal investigation. Such refusal shall not be subject to disciplinary action.
 - c. The officer being interviewed shall not be subjected to any questioning intended to confuse or entrap the officer into providing conflicting responses or to offensive language or threatened with transfer, dismissal, or disciplinary action. During an administrative investigation an officer can be informed a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
 - d. The interviewing of the officer under investigation may be taped and/or recorded in written form at the discretion of the investigating officials. Officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the City shall be retained by the city and may be used at the discretion of the City in administrative hearings or for other administrative purposes.

Section 3:

An officer under administrative investigation may request written notification from the Chief of Police or his designee as to the status of the investigation and why it is still continuing if the

investigation has not been completed within 90 days. An officer under investigation shall receive written notice from the Chief of Police or his designee as to the outcome of any investigation.

Section 4: No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or threatened with any such treatment, by reason of an officer's exercise of rights granted by this Article.

Section 5: All Police Officer's shall have the right to view, listen to or obtain a copy of any video or audio recording produced by equipment worn or used by that officer on or off duty before making a statement or being interrogated in regard to a complaint or investigation. They may not have the right to view other recordings not made by the officer under investigation. The discretion to allow an officer's viewing of recordings not made by the officer will be that of the Chief of Police or his designee.

The parties acknowledge there may be instances in which the individual employee may have a basis to allege that the document or video should not be "immediately" released. In order to fully protect the interest of the employee in those instances, to protect the interest of the public set forth in the Open Records Act, and to allow the city to have a clear direction of how to proceed, the city retains the management right to determine whether a record is subject to public disclosure, and any objection to disclosure should be made as soon as possible and may require legal action by the employee to delay or preclude disclosure. The city acknowledges and will uphold the confidentiality of employment records as allowed by the Open Record Act.

Section 6: Prior to discipline that may result in termination there shall be a pre-determination hearing. The officer shall be entitled to certain rights, including:

1. Written notice of the date and time for the pre-determination hearing at least 5 days prior to the hearing;
2. A hearing chaired by the City Manager or his/her designee;
3. An explanation of the employer's evidence;
4. An opportunity to present his/her side of the story;
5. The right to a representative appointed by the FOP to assist him/her in the pre-determination hearing.
6. If an employee needs to continue the hearing in order to provide additional evidence, a reasonable opportunity shall be provided.

Section 7:

Personal Rights:

Disclosure of Finances- No Officer shall be required to disclose the officer's Own or any member of the officer's family or household's income, assets, debts, expenditures, or other financial information – unless required by State or Federal law.

No Contributions Required- No officer shall be required to donate or contribute to any type of political or charitable campaign.

Conduct Off Duty- An officer shall have the same rights and responsibilities to conduct the officer's private, personal, or social life as other City Employees – provided that such conduct does not jeopardize, degrade, or interfere with the interest or functions of the City or the Police Department.

ARTICLE 26

SUBSTANCE ABUSE PROGRAM

The procedures outlined in this Article for Drug and Alcohol Testing shall supersede and be in addition to, all other articles of this Agreement between the Employer and the Lodge.

Section 1. Policy

The Lodge and the Employer 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 Employer will administer a program to educate Employees regarding the hazards of substance abuse and to eliminate such abuse. The Employer's program shall include efforts to rehabilitate Employees suffering from substance abuse problems.

The parties agree that the Employer 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.

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 Employer 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 Employer to perform medical review of the drug testing results.
6. “Medical facility” means the medical or clinical facility authorized by the Employer 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. Application

This policy applies to all Police Department Employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the “Act”) as amended. All applicants, and all Employees who have not done so, will be required to acknowledge and sign the Drug/Alcohol Testing Consent Form at Appendix 7.

Section 3. Applicant Pre-Employment Testing

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the Employer’s withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 4. For Cause Testing

Drug and/or alcohol testing may be conducted on any Employee at any time the Employer has reasonable suspicion that there is cause to believe that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances;

1. Observation of drugs or alcohol on or about the Employee’s person or in the Employee’s vicinity;
2. Observation of conduct on the part of the Employee that suggests that the Employee is impaired or is under the influence of drugs or alcohol;
3. Receipt of a credible report of drug or alcohol use by an Employee while at work;
4. Information that an Employee has tampered with drug or alcohol testing at any time;
5. Negative job performance patterns by the Employee; or
6. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the Employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) and forwarded to the Human Resources Director within twenty-four (24) hours of the event.

The Employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The Employee will not be allowed back to work until the results of the test are known.

Section 5. Post-Accident Testing

Post-Accident drug and/or alcohol testing may be conducted on an Employee where there has been damage to Employer property or equipment while the Employee was at work or the Employee or another person has sustained an injury while at work. The post-accident test will be administered while the Employee is still on duty or as close to as possible. No Employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

Section 6. Random Testing

The Employer may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

Section 7. Periodic Scheduled Testing

The may require an Employee to undergo drug or alcohol testing as part of a routinely scheduled Employee fitness for duty examination or in connection with the Employee's return to duty from a leave of absence due to an illness or injury.

Section 8. Post Rehabilitation Testing

The Employer may require an Employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the Employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the Employee is subject to under this policy.

Section 9. Substance for Which Tests May be Given

The Employer reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Section 10. Methods and Documentation

Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the

premises of the Employer at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or Employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an Employee wished to challenge the results of the Employer's test, he/she may do so as provided in this policy. The Employee must have had the sample collected within one hour of the Employer's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 11. Costs

The Employer is responsible for all costs associated with drug or alcohol testing. However, if an Employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result to challenge the results of the positive test, the Employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the finding of the challenged positive test. In such case, the Employer will reimburse the person for the cost of the confirmation test.

Section 12. Refusing to Undergo Testing or Tampering with Sample

Employee refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 13. Medical Review Officer

The Employer will contract with a Medical Review Officer who will receive confirmed positive results from the testing facility and evaluate those results in conjunction with the subject Employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or Employee prior to notification of City officials. The applicant or Employee will be given the opportunity to explain the test result.

Section 14. Confidentiality

The Employer will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the Employer but will be made available to the affected applicant or Employee for inspection and copying upon request. Except as set forth below, the records will not be released to any person other than the applicant or the Employee without that person's express written permission. However, the Employer may release the records:

1. To comply with a valid judicial or administrative order;
2. As admissible evidence in a case or proceeding before a court of record or administrative agency if the Employee or the Employer is named as a party in the case or proceeding; or
3. To Employee or agents of the Employer who need access to the records relating to the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 15. Disciplinary Action

The Employer may elect to take disciplinary action, up to and including termination of employment against an Employee who:

1. Tests positive for drugs and/or alcohol;
2. Refused to test under this policy;
3. Adulterates a specimen for a drug or alcohol test.

Positive Test Results

The Employer will evaluate the employment history of any Employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the Employee's total work record. Where deemed appropriate by management, an Employee may be offered the opportunity to enter an Employee Assistance Program (EAP). Continued employment will be contingent upon the successful completion of an EAP and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the Employer reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. Any decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full-time members of the bargaining unit.

Employees who have tested positive, and who have been offered the opportunity to participate in a EAP in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An Employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the Employee will be terminated from employment. Until a negative "return to work" test is supplied, the Employee will be on leave without pay. However, an Employee may request permission to use accrued sick leave, compensatory time and vacation leave. An

Employee may request a “return to work” test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative “return to work” test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action up to and including termination of employment.

In the event the Employer does not terminate the employment of an Employee who has a positive test result, the Employee who enters an EAP after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

An Employee who is discharged from employment because of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for eligibility for unemployment compensation and the Employer will protest any application for unemployment benefits.

Section 16. Prohibitions

No Employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any Employee to perform any work duties if the supervisor is aware the Employee has an alcohol concentration of 0.04 or greater. No Employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no Employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the Employee has used any controlled substance, except when the use is pursuant to the instruction of a physician and where the physician has advised an Employee the substance will not adversely affect an Employee’s ability to drive a vehicle or operate equipment. No supervisor having knowledge that an Employee has used a controlled substance may permit an Employee to be on duty or drive/operate any City vehicle or equipment.

Section 17. Responsibilities of Individuals

To comply with the provision of this policy, each Employee assumes the following responsibilities:

1. Working Under the Influence of Performance Impairing Medication

Employees who have been prescribed legal medication that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

2. Reporting to Work or Working While Impaired

Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

3. Reporting Violations

The services provided by certain Employees are performed, at times, under hazardous and dangerous conditions. Thus, Employees are encouraged to come forward and report any violation

of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

ARTICLE 27

PERFORMANCE EVALUATIONS

Section 1. Employees of the Glenpool Police Department shall have their performance evaluated annually. At each anniversary of an Employee's hire or promotion date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Section 2. Employees who fail to meet articulated expectation within a stated time period, will be provided a Corrective Action/Performance Improvement Plan. If an Employee continues to fall below expectations, the Employee may be subject to disciplinary action.

Section 3. When an Employee is evaluated on his/her performance, the Employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The Employee shall sign the evaluation form and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The Employee shall be given a copy of the performance evaluation. A copy, with any attachments, shall be placed in the Employee's official personnel file.

Section 4. Violations of the procedures contained herein are subject to the grievance procedure; however, the rating determined by the Employee's immediate supervisor and the Police Chief is not a proper subject for the grievance procedure.

ARTICLE 28

LEAVE SHARING

Statement: The Employer recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off more than their available vacation, sick or personal time. To address this, need all eligible Employees of the bargaining will be allowed to donate vacation, sick, or personal time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility: Employees who donate time must be employed with the Police Department for a minimum of 1 year.

Guidelines: Employees who would like to make a request to receive donated time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency: Critical or catastrophic illness or injury of the Employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the Employee is the legal guardian or sole caretaker.

Other Personal Crisis: A personal crisis of a severe nature that directly impacts the Employee. This may include a natural disaster impacting the Employee's primary residence such as a fire or severe storm.

Employees who donate time from their unused balance(s) must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- 40 hours

Note: Employees who donate time must have sufficient time in their leave balance(s) and will not be permitted to exhaust their balances because they may experience their own personal need for time off. Employees cannot borrow against future leave time to donate.

Employees who receive donated leave time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

The amount of leave hours donated by one Employee to another Employee is considered confidential information.

Employees who are currently on an approved leave of absence cannot donate leave time.

If the recipient Employee has any available vacation, sick, or personal time in their balance, this time will be used prior to any donated leave time. Donated leave time may only be used for time off related to the approved request. Any donated leave that is more than the time off needed will be returned to the donor.

Procedure: Employees who would like to make a request to receive donated time are required to complete a "Request For Donated Leave Time Form", which includes authorization of the HR Director to

notify the FOP President of their request. The FOP President will notify the members of bargaining unit of the need for the sole purpose of soliciting donations.

Employees who wish to donate leave time to a co-worker in need must complete a "Donation of Leave Time Form".

Employees receiving and using shared leave will continue eligibility for employment benefits (healthcare, leave accruals). If conditions of the leave qualify under the Family Medical Leave Act (FMLA), the Employee's paid time will count as FMLA (maximum FMLA = 12 weeks).

All leave donations will be on an hour-for-hour basis and in one-hour increments. No consideration will be given to the dollar value of the leave donated.

Forms for requesting donated leave time and for recording donated leave time are at Appendix 8. These must be completed and submitted to the Human Resources Director by hand or via email.

ARTICLE 29

FOREIGN LANGUAGE INCENTIVE

The Lodge and the Employer recognize that there are members of our community who do not speak English, or who are more comfortable speaking in their native language, may need to use an alternative means of communicating with Law Enforcement.

As such, any member of the bargaining unit who wishes to learn an additional language(s), may do so. The Lodge member will be compensated at their regular hourly rate during training. The member should strive to train during their regular shift. Off-duty training time must be approved by the Police Chief. The training may consist of classroom learning, online training resources (such as Rosetta Stone software, Mango Language applications, or other applications, as approved by the Employer), and interacting with native speakers of the language being trained. The Employer will purchase language training software which shall be shared by all participating members.

After Lodge members have successfully completed training and demonstrated their competency they will be compensated by receiving a \$75/month foreign language stipend. Officers who wish to become multi-lingual may complete and be compensated for 2 language courses, meaning their maximum monthly stipend would be \$150/month after training and competency demonstration. The competency demonstration will consist of a written test, and/or meeting with a professional in the area of teaching the language the member is currently studying (i.e. a local professor, or possibly a native speaker).

To be eligible for a Foreign Language Incentive, the Employer may require the Employee to take and pass a foreign language proficiency test every 2 (two) years, administered by an outside vendor selected by the Employer, or other foreign language certification acceptable to the Employer.

Languages currently accepted:

Burmese
Spanish

The Employer agrees to reassess the need for this Article during negotiations. The Employer reserves full discretion to continue or not continue the Foreign Language Incentive based on the member's course completion or participation during the contract year.

ARTICLE 30

FITNESS FOR DUTY

Employees who complete the department's yearly voluntary fitness testing with a passing score shall receive a \$500.00 lump sum payment to assist in payment for a gym membership of their choice. Testing shall be conducted once a year and one make-up date shall be scheduled for those who are unable to attend the initial testing date. The test shall be open for participation for the month of September with payments to be made with the first pay period of October. The test shall be determined by the Chief of Police. Employees are only allowed to test once per year to qualify for this incentive. The fitness testing shall consist of 1 minute of pushups, 1 minute of sit ups, and a timed 300 meter run. Testers must pass the first station to proceed to the next station in the test. Testers are required to pass ALL THREE stations. Testers will only be tested once at each event; re-testing will not be permitted. Participation in the fitness testing is voluntary and employees will not be compensated for participating in the testing process. The qualifying scores will be based on the 60th percentile of the current Cooper Institute Physical Fitness Assessment as may be updated periodically by the Cooper Institute. The current 60th percentile scores for the fitness testing are listed below:

Cooper Fitness Standards for Law Enforcement

| Age Range | Sit-Ups in a Minute | | Push-Ups in a Minute | | 300 Meter Run (Seconds) | |
|-----------|---------------------|--------|----------------------|--------|-------------------------|--------|
| | Male | Female | Male | Female | Male | Female |
| 20-29 | 42 | 38 | 37 | 21 | 54.0 | 61.0 |
| 30-39 | 39 | 29 | 30 | 15 | 55.0 | 71.0 |
| 40-49 | 34 | 24 | 24 | 13 | 64.0 | 79.0 |
| 50-59 | 28 | 20 | 19 | 12 | 74.0 | NA |
| 60 + | 22 | 11 | 18 | 8 | NA | NA |

IN WITNESS WHEREOF, the parties have hereunto set their hands this 19 day of
June 2023.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

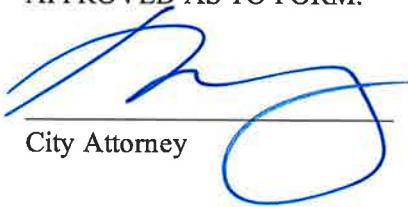
BY: 
Joyce G. Calvert, Mayor

Attest:


Wendy Knight, City Clerk



APPROVED AS TO FORM:


City Attorney

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: 
President or Lodge Representative

Attest:


Secretary

APPENDIX 1

EMPLOYEE AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of the City of Glenpool, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis as applicable. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under City policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the City of Glenpool and/or its selected physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release all documentation relating to such test to the City of Glenpool and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the City of Glenpool to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized City of Glenpool management employees will have access to information furnished or obtained because of the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and/or to respond to inquiries or notices from government entities, or such other purposes as are required by law.

I will hold harmless the City of Glenpool, its selected physician and any testing laboratory the City of Glenpool might use, meaning that I will not sue or hold responsible said parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse action that might arise as a result of the drug or alcohol test, even if the City of Glenpool, its selected physician or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the City of Glenpool, its selected physician, and any testing laboratory that the City of Glenpool might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, so long as such release or use of the information is within the scope of this policy and conforms to the procedures explained in the paragraph above.

The City of Glenpool drug/alcohol employee testing policy and this consent to submit to such policy as set forth in this authorization have been explained to me in a language I understand, I comprehend their meaning, and I have been told that if I have any questions about the test or the policy, to address them to my immediate supervisor or the Director of Human Resources and they will be answered as promptly and thoroughly as reasonably possible.

I UNDERSTAND THAT THE CITY OF GLENPOOL, WITHOUT LIMITATION, WILL REQUIRE A DRUG/ALCOHOL SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, OR WHENEVER OTHER CIRCUMSTANCES GIVE RISE TO A REASONABLE SUSPICION THAT DRUGS OR ALCOHOL HAVE BEEN USED EITHER IN THE WORKPLACE OR OTHERWISE IN SUCH WAY AS TO HINDER JOB PERFORMANCE.

Employee Signature

Employee Printed Name

Date

City of Glenpool Representative

Title

Date

APPENDIX 2-A

Request For Donated Leave Time Form

| | | |
|---------------------------------|--|-----------------|
| Date of Request: | | |
| Employee Name: | | |
| Number of Leave Days requested: | | Beginning Date: |
| Reason for request: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I understand, that if the reason for leave, qualifies under the Family Medical Leave Act (FMLA), that this paid time will count as FMLA (maximum FMLA = 12 weeks). I understand that I may also need to provide a licensed practitioner's certification of my not being able to work.

I authorize the HR Director to release information concerning my need of donated time, to the FOP President. The FOP President will notify the members of the Bargaining Unit, for the sole purpose of soliciting leave donations.

Employee Signature

Date

HR Director Signature

Date

APPENDIX 2-B

Donation of Leave Time Form

I, _____, wish to donate the hours listed below to _____. I understand that this leave donation becomes the “property” of the Employee donated to for the duration of the illness/personal crisis or until exhausted. Should the requirement of the donation cease to exist, leaving an unused portion, that portion will be returned to me.

Please indicate the type and amount of leave to be donated:

| Type of Leave | # of Hours 4 Hour Minimum | or | # of Days 5 Days Maximum |
|--|------------------------------|----|-----------------------------|
| Sick Leave | | | |
| Vacation Time | | | |
| Compensatory Time | | | |
| Combined Total Cannot Be Greater Than 40 Hours | | | |

Terms and Conditions:

1. I understand that donations must be made in increments of whole hours.
2. I am donating these hours freely and have not been forced or coerced into doing so.
3. My donation, once processed and transferred through payroll, is irrevocable.
4. I understand my leave balance(s) will be decreased by the amount contributed.
5. I certify that after the donation, I will not have fallen below a balance of 40 hours in either my sick or vacation leave.

Employee Printed Name

Employee Signature

Date

HR Director Signature

Date & Time Received

| Leave Type | Beginning Balance | Pay Period | Hours Used | Balance |
|--------------|-------------------|------------|------------|---------|
| Sick | | | | |
| Vacation | | | | |
| Compensatory | | | | |

| Leave Type | Beginning Balance | Pay Period | Hours Used | Balance |
|--------------|-------------------|------------|------------|---------|
| Sick | | | | |
| Vacation | | | | |
| Compensatory | | | | |

