

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION
AND THE FRATERNAL ORDER OF POLICE
LODGE 133
FISCAL 2011-2012

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ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "Employer" and LOCAL 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.

ARTICLE II

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these present, reduced to writing the Collective Bargaining 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, 2011, and shall remain in full force and effect until midnight, June 30, 2012.

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.

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, any and all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so when they continue to negotiate in good faith.

ARTICLE III

RECOGNITION

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

ARTICLE IV

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 concerning any of the terms or conditions of employment contained in this Agreement 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) days of the occurrence giving rise to the grievance. Chief of Police shall provide a response within five (5) days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally.

Third Step: If the grievance is not satisfactorily resolved in the Second Step, it may, within five (5) days of receiving the Chief of Police or designee's answer in the Second Step, be orally presented by the employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within five (5) 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) days of the oral response provided in the

Third Step. The City Manager, or his designee, shall have ten (10) 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) 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 five (5) business days. 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 City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of her/his selection no later than five (5) 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.
5. Within twenty (20) business days after 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 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.

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 any and all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the 1st answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE V

WAGE SCHEDULE

The parties agree that the wages for the 202011-2012 fiscal year shall be as follows:

POLICE OFFICER

| | | | |
|--|--|--|--|
| <u>Step 1</u> 1st YEAR \$16.37 hr. | <u>Step 2</u> 2nd YEAR \$17.18 hr. | <u>Step 3</u> 3rd YEAR \$18.07 hr. | <u>Step 4</u> 4th YEAR \$18.53 hr. |
|--|--|--|--|

MASTER PATROLMAN

| | | | |
|--|--|--|--|
| <u>Step 1</u> 5th YEAR \$19.24 hr. | <u>Step 2</u> 6th YEAR \$19.76 hr. | <u>Step 3</u> 7th YEAR \$21.04 hr. | <u>Step 4</u> 8th YEAR \$21.57 hr. |
|--|--|--|--|

CORPORAL

| | | | |
|---|--|--|--|
| <u>Step 1</u> 1st year \$21.78 hr | <u>Step 2</u> 2nd YEAR \$21.89 hr. | <u>Step 3</u> 3rd YEAR \$22.01 hr. | <u>Step 4</u> 4th YEAR \$22.44 hr. |
|---|--|--|--|

SERGEANT

| | | | |
|---|--|--|--|
| <u>Step 1</u> 1st YEAR \$22.65hr. | <u>Step 2</u> 2nd YEAR \$22.87 hr. | <u>Step 3</u> 3rd YEAR \$23.09 hr. | <u>Step 4</u> 4 th YEAR \$24.24 hr. |
|---|--|--|--|

LIEUTENANT

| |
|--------------------------------------|
| <u>Step 1</u> 1st YEAR \$25.45 |
|--------------------------------------|

Section 2. Officers who are assigned to work shifts shall be entitled to monetary compensation based on their shift assignments. Differential paid will be as follows:

| | | |
|-----------------------|--------------------------|-------------------------------|
| Day shift | 7:00am to 3:00pm | No differential paid |
| Evening Shift | 3:00pm to 11:00pm | \$32.00 per pay period |
| Split Shift | 7:00pm to 3:00am | \$40.00 per pay period |
| Midnight Shift | 11:00pm to 7:00am | \$52 per pay period |

Officers who are required to work 3 (three) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential.

Section 3. Employer will pay each member of the Bargaining Unit longevity pay in the amount of \$00.05 per hour for each year of service from the employee's date of hire. Such longevity pay shall commence in the ninth year of service and shall be paid on each regular bi-weekly paycheck of each month.

Section 4. 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 5. 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 | \$15/month |
| Advanced Certification | \$30/month |

ARTICLE VI

HIRING - PROMOTIONAL PROCEDURE

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. 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 as set forth herein.

Section 2. All newly hired employees without previous experience in the Glenpool Police Department shall be considered as new hires and shall commence employment as new employees without seniority.

Section 3. Employees who have worked in other departments within the City of Glenpool, Oklahoma, and who may be qualified to become employees of the Police Department, upon being so transferred from one department into the Police Department, shall for purposes of seniority, shall be considered as new hire employees.

Section 4. All vacancies that occur within the department will be posted on the City Bulletin Boards at various locations for a minimum of five working days prior to the acceptance and consideration of outside applicants.

Section 5. Selection of applicants to fill a vacancy, where there are no present employees seeking to fulfill such vacancy, will be at the sole discretion of the City Manager.

Section 6. Vacancies within the department that constitute a promotion shall be filled through the testing procedure.

Section 7. The testing procedure utilized in filling promotional vacancies will be as

follows:

A. Upon the occurrence of a vacancy constituting a promotion, or upon the creation of a new position constituting a promotion, an invitation to test for job vacancy will be posted for not less than five working days. A vacancy constituting a promotion shall be defined as any job vacancy above entry level for police officer.

B. Invitation to test on job vacancies shall include the job position to be filled, the basic requirements for the job, including training, experience and seniority, the rate of pay, applicable work schedule, the date and time of testing and reference to appropriate study materials.

C. At the conclusion of the testing period, the job will be fulfilled within three working days thereafter and the Lodge shall be immediately notified upon selection of the successful applicant.

D. In the event the Lodge shall disagree with the selection of the successful applicant, the Lodge shall have the right to immediately file a written complaint within three days from notice of selection, and if such complaint is not satisfactorily answered, then, in that event, the Lodge shall be entitled to utilize the grievance procedure as set forth in this agreement.

E. For the purposes as set forth herein, working days shall mean those days from Monday through and including Friday.

F. The promotion procedure in rank structure of the Glenpool Police Department shall be as follows:

1. Police Officer;
2. Master Patrolman;
3. Corporal;
4. Sergeant;
5. Lieutenant.

G. The City will exercise its best efforts to assist all employees in attending their selected CLEET course.

H. If two or more employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the senior employee shall attend.

I. All officers will be required to attend a minimum of 32 hours CLEET continuing education training a year. In addition officers will be required to attend one CLEET legal update a year.

J. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within 5 days of receiving them.

Section 8. To qualify for promotion from the rank of Police Officer to Master Patrolman, the following qualifications must be met:

A. Satisfactory completion of four years of service at the rank of Police Officer with the Glenpool Police Department; based upon applicant's date of hire as a Police Officer (probationary period included).

B. Evaluation of past performance by immediate supervisor and Chief of Police as well as immediate requirements of the position.

Section 9. To qualify for promotion for the rank of Master Patrolman to Corporal, the following qualifications must be met:

- A. Satisfactory completion of Four years of service at the rank of Police Officer with the Glenpool Police Department, based upon applicant's date of hire as a Police Officer (probationary period included).
- B. Evaluation of past performance by immediate supervisor and Chief of Police as well as their evaluation of the candidate's ability to meet the requirements of the position. Eligible applicants must take and pass a written exam designed to test such ability.

Section 10. To qualify for promotion from rank of Corporal to Sergeant, the following qualifications must be met:

- A. Satisfactory completion of one year of service at the rank of Corporal. This shall include any probationary period that is imposed on the promotion to Corporal.
- B. Must have attended and obtained three (3) CLEET certifications in addition to the required CLEET training basic course.
- C. Eligible applicants must take and pass a written exam designed to test the applicant's ability to meet the requirements of the position.

ARTICLE VII

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 the purpose of this Agreement, the established work period shall be seven (7) days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with two (2) 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 on Section 1. “Shift rotations” shall normally occur once every six (6) months. The Chief of Police may adjust employee’s(’) shift(s) and day(s) off to facilitate these shift rotations.

Section 2. The Parties agree to include three (3) hours of FLSA flexibility within the established work period. Employees shall receive their regular rate of pay for all hours worked within the work period.

Employees shall receive overtime compensation for all hours worked in excess of forty-three (43) 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. Employees shall designate in writing to the Chief of Police, each time, their choice to receive payment for overtime work or holiday compensation in compensatory time or cash payment. Cash payment, if chosen, for overtime work 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.

Should an Officer's schedule be changed with less than 24 hours' notice, the Officer will be compensated with four hours of compensatory in addition to her or his eight hours of regular pay for an eight-hour shift.

Section 3. An employee who is off duty and is called back to work when such time is outside the employee's regularly scheduled shift shall receive a minimum of two (2) hours overtime. Off-duty employees required to report to municipal court shall receive a minimum of two hours overtime compensation. Off-duty employees required to be on stand-by for purposes of reporting to municipal court shall receive up to two hours of compensatory time. Employees required to report, and/or stand by to report, to federal court, district court or Department of Public Safety hearings shall receive, in combination for reporting and standby as applicable, a minimum of four hours overtime compensation. One (1) hour of overtime will be allowed for travel, thirty (30) minutes each direction. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour.

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 shall be compensated by cash payment at the rate of time and one half (1 ½). Upon expenditure of compensatory time which causes the total time accrued to drop below one hundred sixty (160) hours, subsequent overtime may be compensated up to the one hundred sixty hour limit. 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. Any request for approved compensatory time off shall be subject to the

condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police or his duly designated representative shall authorize all such compensatory time before it is taken.

ARTICLE VIII

INSURANCE

Section 1. The City of Glenpool shall provide health insurance coverage at no cost to the members of the Bargaining Unit that is equal to or better than the insurance in effect on July 1, 2011.

ARTICLE IX

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 years - retirement 20 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 their bi-weekly pay checks.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the City of Glenpool shall receive, 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the pay period before Christmas day. Whether or not a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay. Should an employee terminate employment, he shall not be eligible for additional holiday pay.

ARTICLE X

SICK LEAVE

Section 1. A regular full-time employee begins to accumulate 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 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 absence to his/her supervisor within one hour from which time he/she is expected to report for work. Sick leave with pay will not be allowed unless such a report is made. Any reports of absence beyond one hour shall be granted with or without pay, at the discretion of the department head.

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 department head 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 department head 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. 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 10. An employee who is injured as a result of an accident that occurs during the course of performance of duty with the city and is not a result of negligence or misconduct on the part of the employee, shall be granted injury leave and compensation. The employee shall receive his full salary for the first three (3) days, (from date of injury) and then a

supplement to any workmen's compensation or insurance payments he/she receives, to maintain him at full salary level not to exceed six (6) months. In no event shall such employee's salary from all sources exceed his regular monthly net pay as of the time of the injury. After the first month of leave, the City Manager may require the employee to submit to a medical examination of a medical doctor designated by the city for the purpose of determining whether the claim of injury is proper. The City Manager may require periodical physician's statements as to the condition of the employee. In the event an employee refuses to submit to examination by a physician designated by the city, the refusal shall be just cause for terminating all benefits provided by this section. After exhausting the six (6) month injury leave, with permission from the City Manager, an employee may use his/her sick leave benefits, not to exceed sixty (60) days. He/she will be compensated on a supplemental basis to maintain him at full salary level. After exhausting injury leave and sick leave (with permission), an employee may be placed on "inactive status" and be eligible to return to work when released by his physician and a vacancy occurs at a comparable rate of pay, or he/she may be terminated for disability reasons.

(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 city as determined by the city 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) Employees on probation shall not be eligible for occupational injury leave with pay benefits for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Workmen's Compensation Act.

(E) 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 that were at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted not later than twenty-four (24) hours after the occurrence thereof.

(F) An employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the city.

Section 11. 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 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

horseplay or pranks engaged in by the injured employee. 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.

Section 12. 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 Chief of Police and the physician when the employee's abilities permits such assignment. Duty assignment must be within the employee's departmental assignment.

Section 13. In the event an employee is so injured, as described in the preceding section, it will be the responsibility of the employee's immediate supervisor to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available and witness names, addresses and fellow employee names, addresses that were present at the scene of said accident. All written accident reports shall be submitted not later than twenty-four (24) hours after the occurrence thereof. A copy of said report will be submitted to City Manager, Chief of Police, and Chairperson of the City Safety Committee within twenty-four (24) hours of occurrence.

ARTICLE XI

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.

Section 6. The total amount deducted shall be remitted to the Treasurer of the Lodge less an administrative fee of twenty five dollars (\$25.00) per month to be retained by the City of Glenpool. A check for the proper amount will be mailed to the Lodge Treasurer within fifteen (15) calendar days after the deduction is made by the Employer.

ARTICLE XII

EDUCATION PAY

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

| | |
|-------------------|--------------|
| Bachelor's Degree | \$37 Monthly |
| Master's Degree | \$62 Monthly |

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

ARTICLE XIII

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All member of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer.

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

- A. 1. Three (3) pair department approved trousers
- 2. Three (3) short sleeve department approved shirts
- 3. Three (3) long sleeve department approved shirts
- 4. One (1) pair boots, up to \$125.00
- 5. One (1) department approved wind breaker jacket
- 6. One (1) department approved winter coat
- 7. One (1) department approved rain slicker
- 8. One (1) department approved inner belt
- 9. One (1) department approved outer belt
- 10. One (1) department approved holster
- 11. One (1) department approved double magazine pouch
- 12. One (1) department approved ASP baton holder
- 13. One (1) department approved OC spray holder
- 14. Two (2) department approved handcuffs and cases
- 15. Four (4) department approved belt keepers

16. One (1) department approved radio holder
17. One (1) ASP expandable baton
18. One (1) can of OC spray
19. Eight (8) sets sew on patches (1) sew on coat badge (1) sew on coat name tag.
20. One (1) department approved name plate
21. One (1) badge
22. One (1) current Oklahoma Title 21.47.63 book to be renewed annually.
23. One (1) Glock model 22.40 caliber pistol
24. One (1) ballistic vest

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines.

Section 4. Each member of the Bargaining Unit shall receive a clothing allowance of Eight Hundred Dollars (\$800.00) per year (payable in two increments of Four Hundred Dollars (\$400.00) and payable with the first regular paycheck in July and January of each fiscal year), provided that this allowance shall apply only to employees who are members of the bargaining unit as of July 1 in the applicable fiscal year. The K-9 Officer and the Detective shall receive an additional \$100.00 per year. Officers hired after July 1st, of each year shall have these amounts pro-rated.

Section 5. The City/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications.

Section 6. The City/Police Department, in order for its Officers to maintain proficiency in firearms will provide 400 rounds of practice ammo annually to each member of the bargaining unit. Ammunition will be available for check-out from the Chief of Police or designee in amounts not to exceed two boxes of 50 rounds each every three months.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the Employer has not specifically abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated.

ARTICLE XV

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration currently in effect on the effective date of any negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

ARTICLE XVI

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being a party to such activities. The Lodge shall not be in breach of Agreement where the acts and actions enumerated above are not caused or authorized by the Lodge.

Section 2. Upon notification, confirmed in writing, by the Employer to the Lodge that certain of its members are engaged in a job action, the Lodge shall immediately, in writing, order such members to cease the job action and return to work at once and provide the Employer with a copy of such an order. Additionally, a responsible officer of the Lodge shall publicly order all employees participating in a job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Lodge or any other member of the Bargaining Unit to the expression or communication of a view, grievance or complaint or opinion, or any matter related to conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of duties of employment.

ARTICLE XVII

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position advancement or future with the Department, that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and the employee shall be given the proper opportunity to appeal such action before it becomes a part of his personnel file.

Section 2. An employee shall be allowed to review his personnel file under supervision at any reasonable time upon written request to the Chief.

ARTICLE XVIII

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 XIX

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, a Representative of the Lodge may receive up to 80 hours off. Such time off shall be limited to two officers. Additional time of up to 40 more hours may be granted if designated officers are involved in negotiation of the renewal of this Agreement. Time off deducted shall be based on the officer's hourly rate of pay.

ARTICLE XX

REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

1. Prescription eyewear (contacts or glasses);
2. Uniform apparel
 - A. Trousers
 - B. Shirts
 - C. Jacket/Coat
 - D. Bullet Proof Vest
 - E. Gun Belt
 - F. Holster
 - G. Footwear
 - H. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
 - I. Badges, Collar Brass, Nameplate
 - J. Cuff, Cuff Case
 - K. Tie/Dickey
3. On-Duty Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the City shall have the option to either repair or replace;
4. Watches to be replaced shall not exceed Seventy Five Dollars (\$75.00) in cost.

Section 2. The City 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 XXI

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 those 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 City of Glenpool by said employee shall be deemed compliant with said requirements. Any such employee previously so laid off shall have fourteen (14) days subsequent to the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 140 W. 141st Street, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the City's notice.

Section 3. The City 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 XXII
(RESERVED FOR FUTURE USE)

ARTICLE XXIII

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

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and City 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 4. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Article XXIV

Specialty Assignment Pay

Section 1. Officers who are assigned to perform the duties of Detective shall receive “Specialty Assignment Pay” of \$25/month.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20th day
of June, 2011.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY: Tommy E. Cain
Mayor

Attest:
[Signature]
City Clerk

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: [Signature]
President of Lodge Representative

Attest:
[Signature]
Secretary

APPROVED AS TO FORM:

[Signature]
City Attorney