

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION
AND THE FRATERNAL ORDER OF POLICE
LODGE 133
FISCAL 2010-2011

TABLE OF CONTENTS

ARTICLE I	PURPOSE OF AGREEMENT	PAGE 3
ARTICLE II	AUTHORITY AND TERM	PAGE 4
ARTICLE III	RECOGNITION	PAGE 5
ARTICLE IV	GRIEVANCE PROCEDURE	PAGE 6
ARTICLE V	WAGE SCHEDULE	PAGE 9
ARTICLE VI	HIRING-PROMOTIONAL PROCEDURE	PAGE 12
ARTICLE VII	BASIC WORK PERIOD AND OVERTIME	PAGE 16
ARTICLE VIII	INSURANCE	PAGE 18
ARTICLE IX	ANNUAL LEAVE	PAGE 19
ARTICLE X	SICK LEAVE	PAGE 20
ARTICLE XI	DUES AND CHECK OFF	PAGE 25
ARTICLE XII	EDUCATION PAY	PAGE 27
ARTICLE XIII	EQUIPMENT AND CLOTHING ALLOWANCE	PAGE 28
ARTICLE XIV	MANAGEMENT RIGHTS AND RESPONSIBILITIES	PAGE 30
ARTICLE XV	PREVAILING RIGHTS	PAGE 31
ARTICLE XVI	PROHIBITION OF STRIKES	PAGE 32
ARTICLE XVII	PERSONNEL FILES	PAGE 33
ARTICLE XVIII	SUCCESSORS AND ASSIGNS	PAGE 34
ARTICLE XIX	REGULAR AND SPECIAL MEETINGS	PAGE 35
ARTICLE XX	REPLACEMENT OF DAMAGED GOODS	PAGE 36
ARTICLE XXI	PERSONNEL REDUCTION	PAGE 38
ARTICLE XXII		PAGE 39
ARTICLE XXIII	SAVINGS CLAUSE	PAGE 40
ARTICLE XXIV	SPECIALTY ASSIGNMENT PAY	PAGE 41

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 a copy of the agreement to each employee of the department 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, 2010, and shall remain in full force and effect until midnight, June 30, 2011.

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.

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: 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 orally.

Third Step: If the grievance is not satisfactorily resolved in the Second Step, it may be, within five (5) days of receiving answer to Second Step be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager. A 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 shall be

presented within ten (10) days of the response provided in Third Step. The City Manager shall have ten (10) days to provide a response to the formal written grievance.

Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall advise within ten (10) days after receiving such response that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration.

Sixth Step: The City Manager shall submit his answer, 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 for adjustment as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service.
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. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for the Arbitration Hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
4. 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.
5. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

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

7. 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.