



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on March 21, 2022, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

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Dial by your location

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Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM MARCH 22, 2022.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation – Carlos Barahona, Prayer & Healing Center**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Recognition of Retiring Cpl. Chris Sheldon – Jim Martin, Police Chief**
- F) **City Manager Report – David Tillotson, City Manager**
 - 1) [CM Report.03212022](#)
- G) **Mayor Report – Joyce G. Calvert, Mayor**
- H) **Council Comments**
- I) **Public Comments**

4 - 5

J) **Scheduled Business**

- 1) Discussion and possible action to approve, deny, or amend minutes from March 7, 2022 meeting. 6 - 11
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 07 Mar 2022 - Minutes - Html](#)
- 2) **SHARP PROPERTY:** Application for Annexation (ANX2022-01). The subject site is approximately 2.5 acres in size and is located directly west and adjacent to 15608 S. Elwood Avenue. The owner of the 2.5-acre site is requesting to be annexed into the City of Glenpool corporate limits. 12 - 30
Applicant's Representative: Collin Sharp
(Gerald S. Gilbert, Development Services Director)

A. Public Hearing on the proposed Annexation.

B. Discussion and possible action to approve, deny or amend the proposed Ordinance No. 804 adopting the proposed Annexation.

[CC STAFF REPORT ANX2022-01 - SHARP PROPERTY - MAR 21 2022](#)
[CC STAFF REPORT ATTACHMENTS ANX2022-01 - SHARP PROPERTY - MAR 21 2022](#)
[ORD 804 - ANNEXATION - ANX2022-01](#)
- 3) Discussion and possible action to approve, deny or amend Article 2: Employment Policies, Employee Handbook. 31 - 48
(Susan White, Asst. City Manager)
[Staff Report - EmpHnbk.Art.2.03.21.22](#)
- 4) Discussion of the Glenpool Zoning Code, Chapter 7, Sign Code. No action will be taken.
(Joyce G. Calvert, Mayor)
- 5) Discussion and possible action to enter Executive Session for the purposes of **A)** discussing the employment and annual evaluation of City Manager David Tillotson, an individual salaried public officer or employee, where the matter discussed would violate the confidentiality rights of Mr. Tillotson under state or federal law, pursuant to Title 25, Section 307(B)(1) and (7) of the Oklahoma Statutes; **B)** discussing the purchase or appraisal of certain real property, pursuant to Title 25, Section 307(B)(3) of the Oklahoma Statutes; and **C)** conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act.
(Joyce G. Calvert, Mayor) (David Tillotson, City Manager)
- 6) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 7) Discussion and possible action to approve or deny **(a)** an increase in base salary and fringe benefits and **(b)** a performance incentive bonus for David Tillotson, City Manager, as required in Sections 6 and 7 of the City Manager Employment Contract, as amended; and authorize the Mayor to execute such documents, if any, that are required under the employment contract.
(Joyce G. Calvert, Mayor)

- 8) Discussion and possible action to authorize the City Manager to submit a bid by the City for the purchase of certain real property, to wit: *Block One (1), STEWART'S PLAT*, a subdivision located in Section 14, Township 17, Range 12 in the City of Glenpool, Tulsa County, State of Oklahoma, less and except the area beginning 100S NWC LT 2 Blk 1, *DEPOT ADDN TH S136.58 W29.85 CRV RT141.59 POB*, and less 5.6 AC for HWY (Parcel 85375-72-14-01580), on terms consistent with those discussed in executive session.
(David Tillotson, City Manager)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 18, 2022, by 4:00 pm.

Signed: Wendy Knight
City Clerk



To: Mayor and Council

From: David Tillotson

Date: March 16, 2022

Re: City Manager Report

COVID

The Oklahoma State Department of Health and the Tulsa County Health Department have changed their reporting mechanisms in light of the COVID pandemic moving into the endemic stage. The data we have been tracking for our weekly reports is not being provided any longer. As such, this will be my last regular COVID report. As of March 6th, the City was down to 9 active cases.

Open Positions

The City currently has positions open in the following departments:

- Public Works: 7 positions
 - City Engineer *new in FY21-22 budget
 - Public Works Director
 - Equipment Operator
 - Streets/Parks Laborer
 - Administrative Assistant
 - Water/Sewer Laborer – 2 positions
- Police Department: 4 Positions
 - Animal Control Officer *new in FY21-22 budget
 - Lieutenant *new in FY21-22 budget
 - Police Officer
 - Dispatcher
- Administration: 1 Position
 - Part-time Administrative Assistant *new in FY21-22 budget
- Fire Department: 3 Positions
 - Firefighter *new in FY21-22 budget
- Finance Department: 1 Position
 - Controller *new in FY21-22 budget

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

Miscellaneous

- Good Friday Holiday – April 15th
- Glenpool Community Cleanup was moved from the 23rd to the 30th of April. We will be posting more information about this event on our social media accounts in the coming weeks.

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



MINUTES
City Council Regular Meeting
Monday, March 7, 2022 Council Chambers 6:00 PM

COUNCIL PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT:

David Tillotson
Susan White
Wendy Knight
Frank Ordaz
Jim Martin
Gerald Gilbert

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
Brian Kuester was also in attendance.
- C) Invocation – Rick Tabisz, King of Kings Lutheran Church.**
- D) Public Safety Swearing-In Ceremony – George Miles, Municipal Judge**
- E) Recognition of Retiring Cpl. Chris Sheldon – Jim Martin, Police Chief**
This item was removed from the agenda.
- F) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- G) Community Development Report – Lynn Burrow, Community Development Director**
Gerald Gilbert, Planning Director, presented the Community Development

Director's report.

[Director's Report](#)

H) City Manager Report – David Tillotson, City Manager

- As of Friday, March 11, Lynn Burrow will be stepping down from his full time role as Community Development Director, and transitioning to a part time role as City Engineer.
- Effective Monday, March 14, Gerald Gilbert will be promoted to Director of Development Services.

[CM Report.03072022](#)

I) Mayor Report – Joyce G. Calvert, Mayor

- Went to Oklahoma City Wednesday evening, and it was a very good trip. Met with several members of the House of Representatives and Senators. It was an interesting process being able to author and introduce bills, attend breakout sessions, study the issues and voice opinions, and amend the bills. She would like for every Council Member to be able to attend to see how the laws are made.

J) Council Comments

Councilor Lund advised that the wrestling team came back from State, and there were 4 that placed. 1 as champion, Kevin Lund as runner-up, and 2 at 4th place. The team placed 3rd overall.

Vice-Mayor Kearns reported that this wasn't necessarily a City Council item, but there is not a place for Trustee Comments for GUSA and GEMS like there is on the Council agenda (and asked legal counsel to look at future agendas for GUSA and GEMS). With that being said, it's been several months since the governing body has received an update regarding the damage to City lines hit by the utility companies. This governing body needs to answer to it's constituents about the status of reimbursements. Previously, the City has been able to be reimbursed for labor, materials and equipment, but would like staff and legal to see if lost revenue can be included.

Councilor Brobst reminded everyone that his company is working with Glenpool Band on a mattress fundraiser on March 27 10:00 am - 5:00 pm at the Sports Arena. All proceeds benefit the band.

K) Public Comments

There were no public comments.

L) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from February 22, 2022 meeting.
(Wendy Knight, City Clerk)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the minutes as presented.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[City Council Regular Meeting - 22 Feb 2022 - Minutes - Html](#)

- 2) Discussion and possible action to approve or deny receipt of audited FY2020-2021 Financial Report and direct that the Report be placed in the permanent files.
(Frank Ordaz, Finance Director)

Mr. Ordaz recommended Council approve receipt of audited FY2020-2021 Financial Report and direct that the Report be placed in the permanent files.

Kirk Vanderslice, Hinkle & Company, presented the audited FY2020-2021 Financial Report.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve receipt of audited FY2020-2021 Financial Report and direct that the Report be placed in the permanent files.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Acceptance of the Audited FY2020-2021 Financial Report March 7](#)

[2022](#)

[2021 City of Glenpool OK SAS Letter](#)

[2021 Glenpool FINAL](#)

- 3) Discussion and possible action to approve, deny or amend the State of Oklahoma Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for Project No.:J3-4739(004)IG, the SH-67 and US-75 Corridor & Traffic & Accessibility Study.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of an amended revision of the State of Oklahoma Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for Project No.:J3-4739(004)IG, the SH-67 and US-75 Corridor & Traffic & Accessibility Study. INCOG and the City of Bixby will also be approving contracts with ODOT. Glenpool and Bixby are set to pay \$23,305.10 each with INCOG paying the remaining \$186,440.80 from federal grant funds. This is a total project cost of \$233,051.00.

Moved by Chris Brobst, seconded by Tim Fox

To approve the amended revision of the State of Oklahoma Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for Project No.:J3-4739(004)IG, the SH-67 and US-75 Corridor & Traffic & Accessibility Study.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - ODOT Contract 151st Corridor Study](#)

[3473904 Glenpool Agreement](#)

[Amended Revision](#)

- 4) Discussion and possible action to approve or deny FY21-22 Budget Amendment CITY-09 in the amount of \$23,306.00 for the 151st Street Corridor Traffic & Accessibility Study.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of FY21-22

Budget Amendment CITY-09 in the amount of \$23,306.00 for the 151st Street Corridor Traffic & Accessibility Study.

Moved by Jacqueline Triplett-Lund, seconded by Tim Fox

To approve FY21-22 Budget Amendment CITY-09 in the amount of \$23,306.00 for the 151st Street Corridor Traffic & Accessibility Study.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Budget Amendment for 151st Street Corridor Study](#)
[3473904 Glenpool Invoice 151st Street Corridor Study](#)
[Budget amendment for 151st Street Corridor Study](#)

- 5) Discussion and possible action to approve, deny or amend the Contract for Professional Services with Oklahoma Municipal Management Services to provide an interim Public Works Director and to conduct a review of the Public Works Department, and to authorize the City Manager to sign the agreement upon final legal review and approval of the City Attorney.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of a Contract for Professional Services with Oklahoma Municipal Management Services to provide an interim Public Works Director and to conduct a review of the Public Works Department, and to authorize the City Manager to sign the agreement upon final legal review and approval of the City Attorney. Given the restructuring planned for the Community Development department, it would be advantageous for the City to bring in a consultant who can provide day-to-day operational experience but who can also conduct a thorough review of the department. This "Best Practices" review will look at our operational capabilities in Public Works, including policies, procedures, operational activities, departmental structure, training, personnel, and equipment.

Moved by Joyce Calvert, seconded by Chris Brobst

To approve the Contract for Professional Services with Oklahoma Municipal Management Services to provide an interim Public Works Director and to conduct a review of the Public Works Department, and to authorize the City Manager to sign the agreement upon final legal review and approval of the City Attorney.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns			x	
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	1	0

CARRIED.

[Staff Report - OMMS Interim Public Works Director](#)

M) Adjournment

Mayor Calvert declared the meeting adjourned at 6:48 p.m.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GERALD S. GILBERT, PLANNING DIRECTOR

DATE: MARCH 21, 2022

ITEM: SHARP PROPERTY ANNEXATION (ANX2022-01),

REQUEST: ANNEXATION (ANX2022-01) APPLICATION. THE APPLICANT IS REQUESTING A 2.5-ACRE SITE BE ANNEXED INTO THE CITY OF GLENPOOL CORPORATE LIMITS.

APPLICANT: SHARP MORTGAGE

LOCATION: THE SUBJECT SITE IS SITUATED DIRECTLY WEST AND ADJACENT TO 15608 S. ELWOOD AVENUE.

ZONING: AG (AGRICULTURAL)

COMP PLAN: SUBURBAN RESIDENTIAL

APPLICANT REP: COLLIN SHARP

PROJECT DESCRIPTION

A request from Sharp Mortgage for a 2.5-acre site to be annexed into the City of Glenpool's corporate limits. The site is currently undeveloped and is within the city's "fence-line". The subject site is a part of a larger 147.08-acre parcel. Approximately 144.58-acres of this parcel is currently within the city's corporate limits. The remaining 2.5-acres is not within the corporate limits and was not included in the overall area originally annexed into the city.

BACKGROUND

The applicant is requesting the annexation for a future Lot Split of the site. The Lot Split is currently on file and under staff review and will be presented at a future public hearing before the Planning Commission. The annexation would need to occur prior to the review and action on the Lot Split.

Comprehensive Plan Designation: The subject site is currently designated in the city's Comprehensive Plan as Suburban Residential. No change to this designation is proposed with this application.

Zoning: The subject site's zoning is AG (Agricultural). No change in zoning is being proposed with the annexation request

SURROUNDING ZONING / COMP PLAN / LAND USES

	Zoning	Comp Plan	Land Use
North	AG (Agricultural)	Suburban Residential	Vacant undeveloped
South	AG (Agricultural)	Suburban Residential	Single Family Residence
East	AG (Agricultural)	Suburban Residential	Single Family Residence
West	AG (Agricultural)	Suburban Residential	Vacant undeveloped

ANALYSIS

The subject site is situated just outside of the corporate city limits but within the City's "fence-line". As such, the applicant is requesting annexation into the city. A requirement for annexation is the property must be directly adjacent and bordering lands within the city's corporate boundary. As mentioned, the subject site is part of a larger 147.08-acre parcel that is within the city's corporate limits which fulfills this adjacency requirement.

The Glenpool 2030 Plan (Comprehensive Plan) encourages "orderly annexation and extension of utilities and services in conjunction with future development when it occurs." Water and electric services do exist within the immediate area to serve the property. However, there are no sewer facilities within close proximity of the subject site. Future development would have to extend sewer facilities to the site or utilize a septic system for wastewater disposal.

The subject site is shown in the Comprehensive Plan as Suburban Residential and is zoned Agricultural. Since the 2.5-acre parcel is a part of the larger 147.08-acre the annexation request meets the Comprehensive Plan land use policies as well as the zoning criterion of the agricultural zone.

PLANNING COMMISSION ACTION: The Planning Commission meeting on the proposed Annexation, was held on Monday, March 14, 2022. After deliberating, the Planning Commission on a 4-0 vote recommended that the City Council approve the Annexation request.

STAFF RECOMMENDATION:

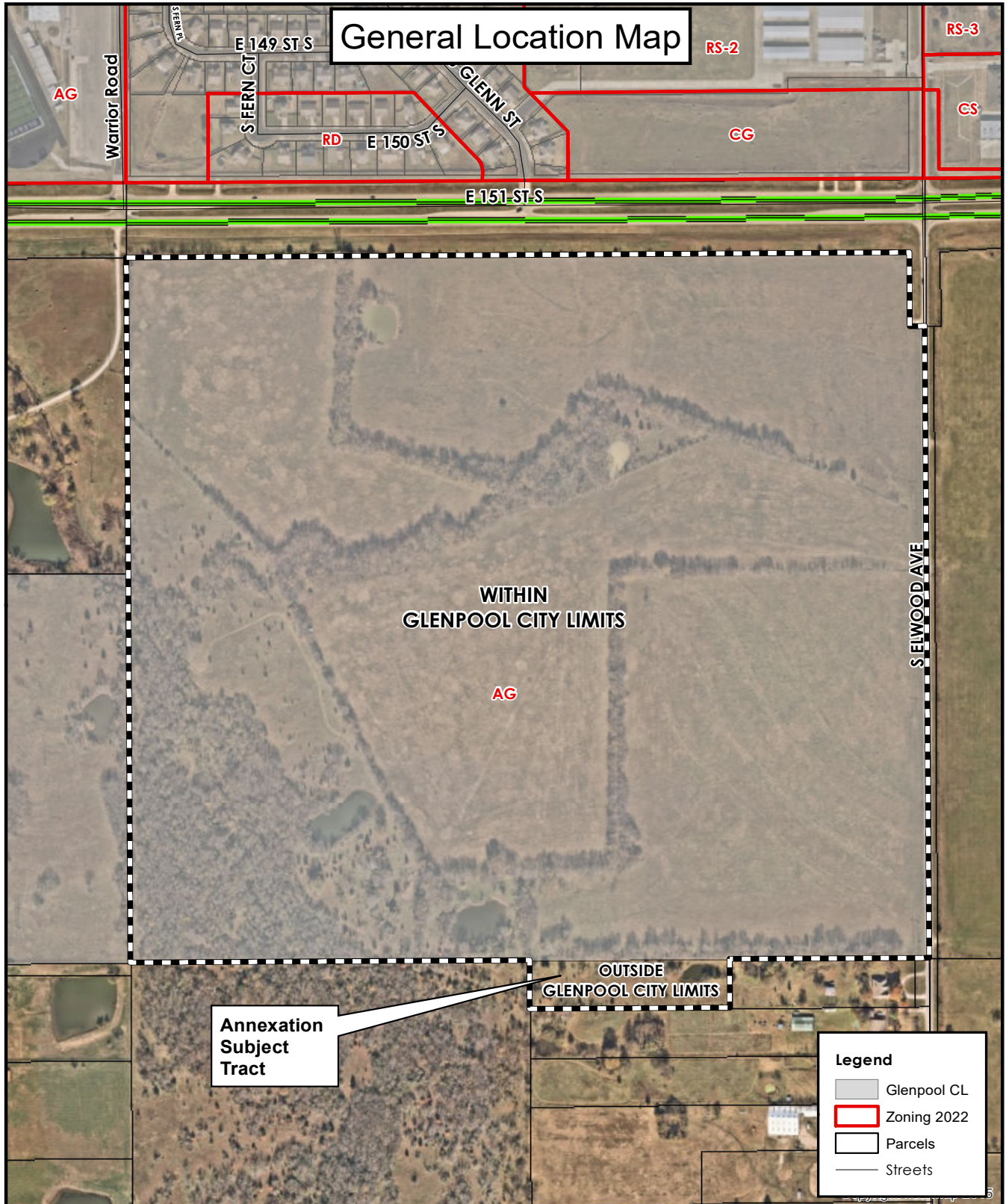
Staff recommends the City Council affirm the Planning Commission action and recommendation by taking the following separate actions:

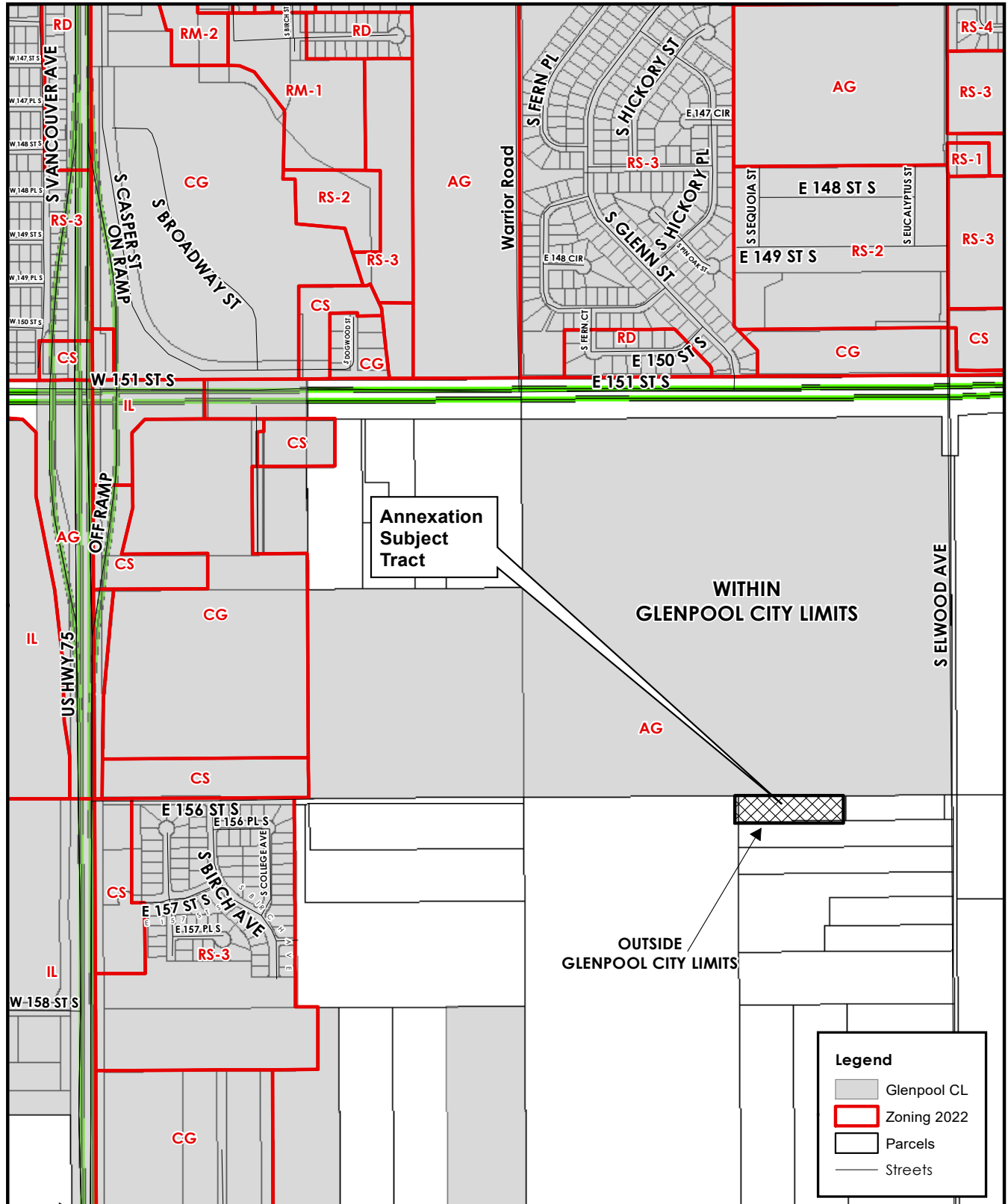
1. Approve the Annexation (ANX2022-01); and
2. Adopt Ordinance No. 804

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Area Map
3. Application
4. Annexation Map
5. Legal Description
6. Draft Annexation Ordinance No. 804

Aerial Photo / Zoning Map



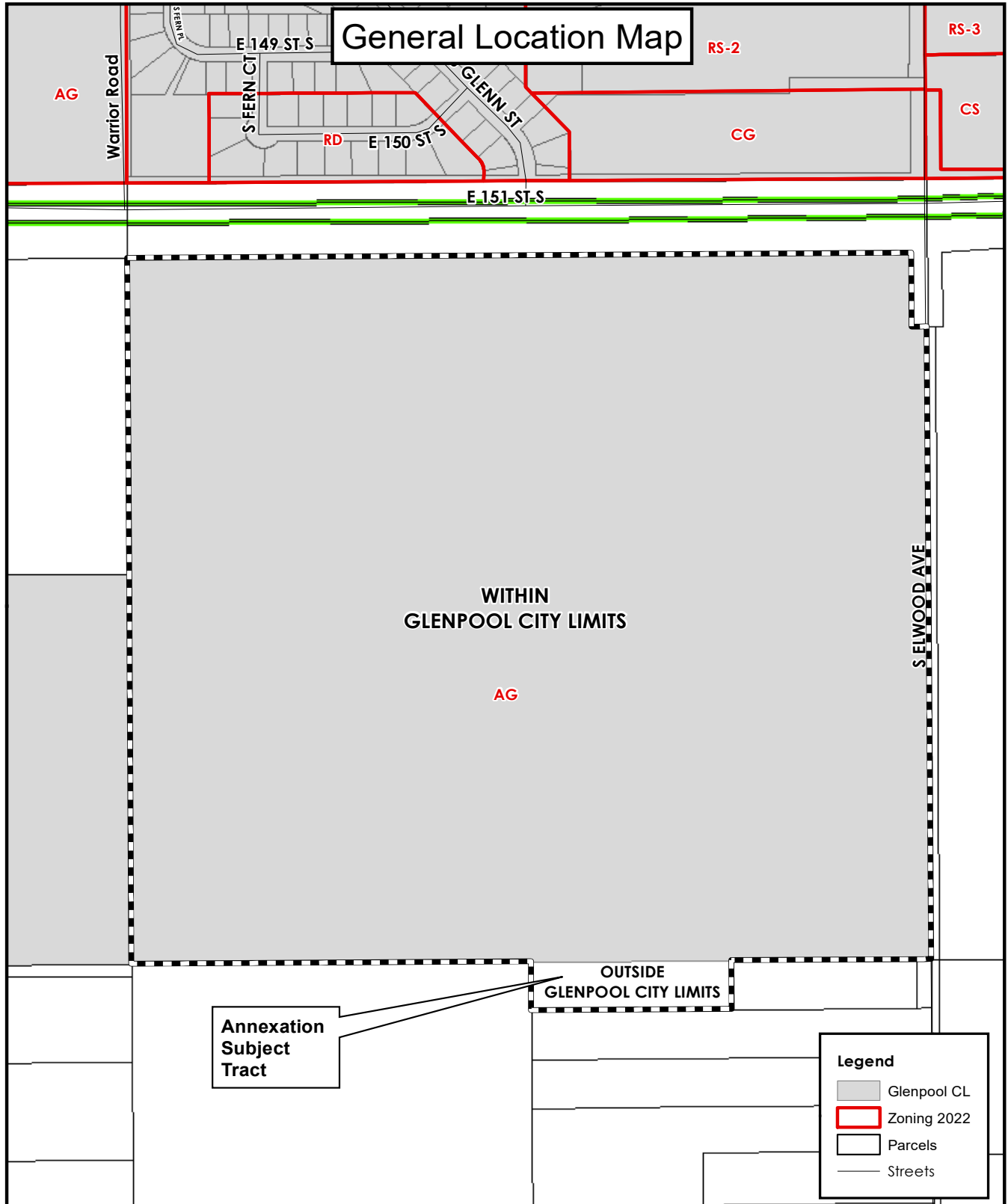


ANX 2022-01: Request to bring 2.5 acres of unplatted land into City of Glenpool
Zoning: AG (Agriculture)

Date: 3/10/2022
 Source Data: INCOG, ODOT
 Tulsa County Assessor Office



Area Map



Application



CITY OF GLENPOOL
REQUEST FOR ANNEXATION

APPLICANT: Collin Sharp 918-587-2461

Name Phone Number

1647 East Third Street, Tulsa OK 74120

Address

csharp@sharpalp.com

Email Address

OWNER: Sharp Mortgage 918-587-2461
George S. Sharp

Name Phone Number

1647 East Third Street, Tulsa OK 74120

Address

csharp@sharpalp.com

Email Address

COMMON DESCRIPTION: _____
(Use common descriptive street name & number)

LEGAL DESCRIPTION (INCLUDING SECTION, TOWNSHIP & RANGE)

The West Half of the North Half of the North Half of the North Half
of the Northeast Quarter of the Southeast Quarter (W/2 N/2 N/2 N/2
NE/4 SE/4) of Section Twenty-three (23), Township Seventeen (17) North,
Range Twelve (12) East of the Indian Base and Meridian, Tulsa County,
State of Oklahoma, according to the U.S. Government Survey thereof,
containing 2.5 acres of land more or less.

Developed ()%

Undeveloped (100)%

Platted ()%

Unplatted ()%

Size of Area: 2.5 acres Existing Zoning: Agriculture

Current Assessed Valuation:

Land: 25,000.00 Improvements: _____ Total: 25,000.00

Is existing and/or anticipated development in conformance with existing zoning districts? Yes X No _____

If no, what zoning changes will be requested?

Name of company providing legal description, survey and other information:

Collins Land Surveying, Inc.

Type of Development Existing: None

Type of Development Anticipated: None

Please identify existing structure/s:

None

Application Fee: \$100.00 + publication

I, George S. Sharp, hereby request the annexation of described property into the City of Glenpool.



Full Legal Signature Full Legal Signature

George S. Sharp

Name (print) Name (print)

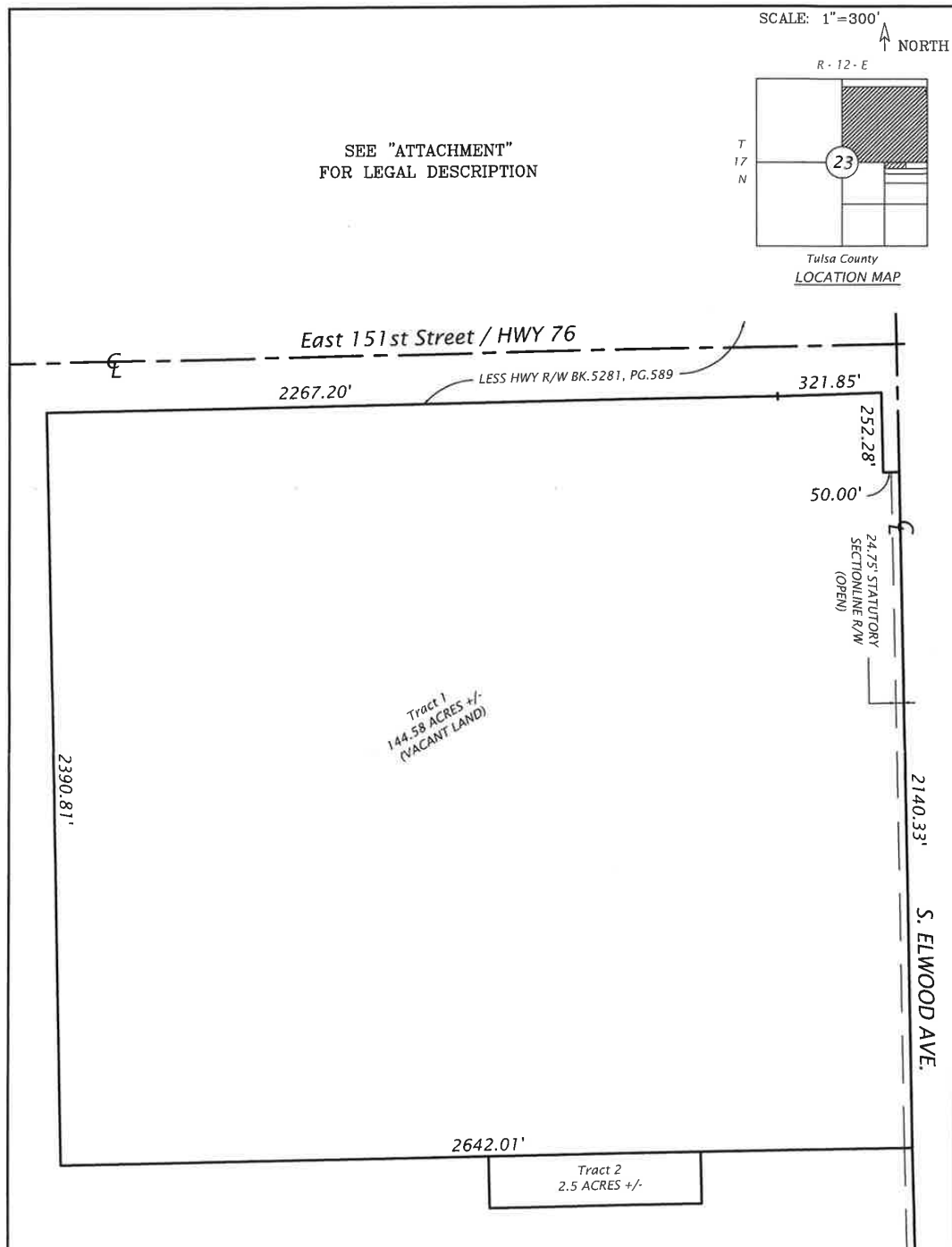
2/1/2022

Date Date

NOTE:

1. Application form has to be signed by existing (authorized) legal owner/s of property.
2. A pre-application meeting with city staff is required prior to application being submitted.

Annexation Map



CERTIFICATE

I K.S. COLLINS, REGISTERED LAND SURVEYOR #1259 IN AND FOR THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SKETCH OF A LEGAL DESCRIPTION PERFORMED UNDER MY DIRECT SUPERVISION. THE ABOVE PLAT MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD. NO RESEARCH OF ABSTRACT OR RECORD OFFICES HAS BEEN CONDUCTED, AND NO PROPERTY CORNERS HAVE BEEN SET.

K.S. Collins

K.S. COLLINS
OKLAHOMA REGISTERED
LAND SURVEYOR NO. 1259



SEAL

COLLINS LAND SURVEYING, INC.

3340 W. 151st ST. S. - P.O. Box 250
KIEFER, OK. 74041

OFFICE (918)321-9400 FAX (918)321-9404
CA#2656 EXPIRES: 06/30/2022

Sketch of Proposed Lot Split

Collins Sharp

J.O. NO. 22-01-191

DATE: 01/28/2022

Legal Description

COLLINS LAND SURVEYING, INC.
3340 West 151st Street South
P.O. Box 250
Kiefer, Ok 74041
Ph. 918-321-9400 Fax 321-9404

“ATTACHMENT”

LEGAL DESCRIPTION

Tract 2 (2.5 acres)

REF. NO. 022-01-191

The West Half of the North Half of the North Half of the North Half of the Northeast Quarter of the Southeast Quarter (W/2 N/2 N/2 N/2 NE/4 SE/4) of Section Twenty-three (23), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, containing 2.5 acres of land more or less.

**Draft Annexation
Ordinance No. 804**

ORDINANCE NO. 804

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE
CITY OF GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS**

WHEREAS, the owners of certain real property have requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council, upon having lawfully given notice of a public hearing on this matter, having held such public hearing on the even date herewith, having considered comments from the public and from City staff, and having determined in accordance with the foregoing that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits; and,

WHEREAS, such annexation is pursuant to the Code of Ordinances of the City of Glenpool, Oklahoma, and further complies with all requirements of the Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

1. The following described real property be and hereby is annexed to the City of Glenpool:
General Location: Directly west and adjacent to 15608 S. Elwood Avenue and more particularly described as follows:

The **W** $\frac{1}{2}$, N $\frac{1}{2}$, N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Sec 23, T17N, R12E, of the Indian Base & Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof, containing 2.5-acres more or less.

2. That all ordinances or parts of ordinances in conflict herewith shall be and hereby are repealed and of no effect.

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of March 2022.

Joyce G. Calvert, Mayor

Attest:

Wendy Knight, City Clerk

Approved to Form:

City Attorney

ORDINANCE NO. 804

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE
CITY OF GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS**

WHEREAS, the owners of certain real property have requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council, upon having lawfully given notice of a public hearing on this matter, having held such public hearing on the even date herewith, having considered comments from the public and from City staff, and having determined in accordance with the foregoing that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits; and,

WHEREAS, such annexation is pursuant to the Code of Ordinances of the City of Glenpool, Oklahoma, and further complies with all requirements of the Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

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General Location: Directly west and adjacent to 15608 S. Elwood Avenue and more particularly described as follows:

The **W** $\frac{1}{2}$, N $\frac{1}{2}$, N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Sec 23, T17N, R12E, of the Indian Base & Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof, containing 2.5-acres more or less.

2. That all ordinances or parts of ordinances in conflict herewith shall be and hereby are repealed and of no effect.

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of March 2022.

Joyce G. Calvert, Mayor

Attest:

Wendy Knight, City Clerk

Approved to Form:

City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: March 21, 2022
Subject: Employee Handbook Adoption, Article 2

Background:

Article 2: Employment Policies focuses on policies specific to employment, such as full-time, part-time, seasonal, lay-offs, separation, seniority, nepotism and more. I wish to remind you that Article 1.4 provides guidance when conflicts occur between the Employee Handbook and labor agreements. Article 2.9 Nepotism is an example of such conflict. The Legacy Program adopted March 1, 2021, as an addendum to the IAFF, Local 2990 collective bargaining agreement takes precedence over Article 2.9. President Hunter has affirmed the union agrees with the above opinion. Therefore, each union has expressed no opposition to the draft Article 2 submitted for your approval.

This is the second submission to the Council as part of our ongoing evaluation and update to the entire employee handbook. Staff intends to provide one or more articles for review on a monthly basis until the update is completed.

Staff Recommendation:

Staff recommends Council consideration and approval to adopt Article 2: Employment Policies, City of Glenpool Employee Handbook.

Attachments:

Redline Comparison Document
Final Document

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

ARTICLE 2: EMPLOYMENT POLICIES

2.1 APPLICATIONS BY CITY EMPLOYEES

~~Current~~ City employees who wish to apply for a vacancy ~~may~~must do so ~~in a written memo to online through the Director of Human Resources stating the opening being applied for and the employee's qualifications for the job.~~City's website. City employees shall undergo the same selection criteria as ~~prescribed for~~ outside applicants. Employees allowed to transfer to another department must give ~~a sufficient~~ notice to their current department head prior to the effective date of transfer unless waived by the current department head.

No City employee has a vested interest in, or promise of, being interviewed or selected for a vacant position. Opportunities for employment vacancies may or may not be posted internally for the purpose of soliciting applications, in the sole discretion of the City Manager acting in good faith.

2.2 INTERVIEWS AND EXAMINATIONS

The Director of Human Resources ~~or his/her designee,~~ along with the appropriate ~~Department Head~~department head, or their respective designees, will conduct an interview with all selected prospective job candidates, ~~both internal and external,~~ and evaluate their past performance records. Internal and external job candidates will be evaluated on a non-preferential basis. Examinations will be given if deemed necessary. Examinations may be oral, written, ~~or computer-based, and may assess~~ physical agility, skills, ~~and~~ psychological ~~and/or suitability for the position sought.~~ The Director of Human Resources may coordinate a polygraph- or psychological suitability test with a licensed professional if such tests are recommended for the position. The Director of Human Resources, with input from the ~~Department Head~~respective department head, shall ~~determine~~review the content of the examination and shall be responsible for ~~evaluation of the results, making certain examinations are conducted according to federal, state and local laws, ordinances and policies.~~ Upon selection of an applicant, he/she shall be required to undergo a pre-employment drug screen—and give consent to a background check. Positive testing with respect to any illegal substance will be treated as grounds to terminate the hiring process.

An applicant may be required to undergo a medical examination by a physician selected by the City of Glenpool to certify that the applicant ~~is capable of performing~~can perform the essential functions of the job, with or without reasonable accommodation. In addition to the medical examination, the applicant may be required to pass a medical clearance test for use of a respirator. ~~An employee failing to complete the probationary period, shall reimburse the City of Glenpool for costs expended by the City for pre-employment testing.~~

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2.3 REGULAR EMPLOYEES

Regular employees are employees working full time, or at least forty (40) hours per week on ~~an indefinite~~ continuing basis and have successfully completed their probationary period. All rules, regulations and benefits of the City's personnel policies apply to regular employees, except where specifically excluded.

2.4 PROBATIONARY EMPLOYEES

Probationary employees are employees who have not completed the required probationary period for their current position. Probationary employees are expressly subject to termination "at will," with or without cause. Receipt of this Employee Handbook will be construed as acknowledgement and acceptance of these terms.

2.5 PROBATIONARY PERIOD

A. New Employees

All new employees shall be in ~~a~~ probationary status:

~~A. Police Department Officers — for one (1) year.~~

~~B. Fire Fighters, Drivers and Fire Department Officers — one (1) year.~~

~~C. All other employees — one (1) year.~~

The purpose of the probationary period is to provide an opportunity for supervision to determine whether the employee has the ability and other attributes which will qualify him/her ~~for to continue serving in~~ the position for which the employee was hired. During the probationary period, the employee shall have no seniority status, unless called for as part of a ~~labor~~ collective bargaining agreement.

Departments may require periodic performance review(s) before expiration of the twelfth month of employment. These performance reviews shall be submitted to the Director of Human Resources and shall be considered, but may or may not be determinative, in making a decision as to whether the probationary employee shall be retained as a regular employee.

The probationary period may be extended up to a maximum of six (6) additional months by written request of the department head, at his/her discretion. ~~Successful completion, with concurrence of the probationary period shall not guarantee~~ Director of Human Resources and the City Manager, subject to continued employment periodic performance evaluations.

At the conclusion of either the base probationary period or an extended probationary period, if any, the department head shall prepare and review with the employee the final written performance evaluation described above indicating whether the department head is satisfied that the employee has successfully completed the probationary period. . These statements will be considered in making the decision regarding continued employment but shall not be considered binding and do not create any employment rights or guarantees. Successful completion of the probationary period shall not guarantee continued employment. No appeal or grievance rights are available to employees who are terminated during or at the conclusion of the period of probationary status. Receipt of this Employee Handbook will be construed as acknowledgement and acceptance of these terms.

B. Transferred or promoted employees.

When an employee has been transferred from one department to another or is promoted to a position of higher grade, he/she shall be on "job probation" for ~~the~~ period of six (6) months. At the discretion of the department head, employees on "job probation" may receive periodic performance evaluations. The employee may be removed from the position at any time he/she demonstrates inability to ~~satisfactorily~~ perform the requirements of that position. ~~satisfactorily~~. When the transfer of a ~~probationary~~ any employee occurs, the training and equipment budgets of both departments will be adjusted to offset the cost of training, if any, equally between the departments.

~~Employees who do not complete the specified probationary period shall have the cost of the drug screen and pre-employment testing, if applicable, deducted from their final check.~~

2.6 PART-TIME EMPLOYEES

Part-time employees are employees who ~~may~~ work ~~less~~ fewer than forty (40) hours per week on a continuing basis. Employees classified as ~~Part Time~~ part-time shall undergo the same selection criteria as prescribed for ~~Full Time~~ classified regular (full-time) employees, which includes without limitation past performance record checks, background checks, drug-screening and examinations and testing required for the position.

~~Employees who do not complete~~ Part-time employees shall be subject to the same probationary period ~~shall have the cost of the drug screen and pre-employment testing, if applicable, deducted from their final check~~ requirements as regular, full-time employees.

2.7 SEASONAL EMPLOYEES

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A ~~Seasonal~~seasonal employee is an ~~individual~~employee who is ~~appointed~~hired to perform the duties of a position ~~which that, by the nature of those duties,~~ requires staffing during ~~certain~~only limited parts of the year. Seasonal employees ~~may work in the same manner as regular employees but~~are hired with the express understanding that their employment will terminate employment at the close of the season and for which they were hired without expectation of, or right to, continued employment. ~~Unless provided otherwise by the Fair Labor Standards Act or other applicable federal or state law, seasonal employees do not receive fringe benefits or any other perquisites of regular employment~~ unless special authorization is received from the Director of Human Resources and approved by the City Manager.

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Employees classified as ~~Seasonal~~seasonal who are ~~allowed~~transferred to ~~transfer to Part-Time or Full-Time~~part-time or full-time status shall undergo the same selection criteria as prescribed for the ~~Part~~part-time or ~~Full-Time~~full-time classification, which includes past performance record checks ~~and examination, background checks, examinations~~ and testing required for the position, including drug screening.

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2.8 TEMPORARY EMPLOYEES

~~Temporary appointments, either full or part time, are for a specific time or filling of positions during a leave of absence or emergency and do not have the benefits of a regular employee.~~

A temporary employee is an employee who is hired to perform the duties of a position that, by the nature of those duties, requires staffing for only a limited period of time, whether definite or indefinite. Temporary employees are hired with the express understanding that their employment will terminate at the termination of the purpose for which they were hired without expectation of, or right to, continued employment.

Unless provided otherwise by the Fair Labor Standards Act or other applicable federal or state law, temporary employees do not receive fringe benefits or any other perquisites of regular employment unless special authorization is received from the Director of Human Resources and approved by the City Manager.

2.9 NEPOTISM

A. The City Manager shall not hire any person related to her/himself or to any elected official or appointed official of the City by blood or marriage within the third degree of consanguinity or affinity.

a. This section shall not prohibit an officer or employee already in the paid service of the City, and who is related to the City Manager by blood or marriage within the third degree of consanguinity or affinity at the time of

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the City Manager's appointment by the Council, from continuing in such service or from promotion thereof.

b. Additionally, this section shall not prohibit an officer or employee already in the paid service of the City, and who is related to any elected or appointed official of the City by blood or marriage within the third degree of consanguinity or affinity at the time of the official's election or appointment from continuing in such service or from promotion thereof.

B. No two individuals related by blood or marriage to the third degree of consanguinity or affinity shall, upon the hire date of either individual, be employed within the same ~~lines department or same line of supervision or work unit in a department.~~ Relatives of department heads and division heads shall not be hired within the same department.

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C. Human Resources will conduct a review as part of the new hire qualification procedures to ascertain if there is a potential conflict with the State of Oklahoma nepotism statutes and the City of Glenpool nepotism policies.

D. Co-workers in the same department who were unrelated at the time of hire but become related by blood or marriage to the third degree of consanguinity or affinity during their tenure must notify their Department Head and Human Resources of the change in their familial relationship.

E. No employee will be allowed to supervise a family member or work on the same shift as a family member, except in an emergency scenario and only then with the written permission (a text is sufficient written permission) of the City Manager or his/her designee.

F. No employee will be allowed to participate in any disciplinary process for a family member.

G. No employee will be allowed to participate in any promotional process for a family member.

H. This policy may be modified only as outlined in an approved collective bargaining agreement or by the City Manager.

2.10 SEPARATIONS

All separations of employees shall be designated as one of the following: Resignation, layoff, death, retirement ~~or~~ discharge ~~or disability~~. Employees who separate shall receive payment for all earned wages and shall receive pay for ~~accumulated PTO time~~ other eligible benefits, subject to withholding requirements, if employed for a period of ~~six (6)~~ three (3) months or longer.

A. Resignation. ~~Resignation~~ An employee may ~~be effected~~ resign by informing the department head in writing of the reasons and the effective date of termination. A two week notice of termination is preferred, but not required. An employee who does not provide a two-week notice may not be eligible for rehire. An employee who tenders a resignation may be released immediately; at the

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discretion of the department head. The immediate release of an employee who ~~tenders a resignation~~provided two-week notice will ~~in no way reflect adversely on the employee~~not affect their rehire status.

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- B. Layoff. ~~Layoff~~Layoffs may be made by ~~the one or more~~ department ~~head~~heads with the approval of the City Manager when it is deemed necessary ~~by~~due to shortage of work or funds or the abolishment of a position.
- C. Death. Separation by death shall be effective as of the close of business on the date of death and all compensation due will be paid to the estate of the employee or as otherwise directed by competent legal authority.
- D. Retirement. ~~The~~Pension date upon which employees of the Fire and Police Departments are eligible for retirement under the state pension plan is governed by state statute.

The City provides a retirement plan for all regular (full-time), non-union employees through OKMRF. The Plan provides for normal or full retirement at sixty five (65) years of age a retirement plan for all regular (full-time) employees. The date upon which employees are eligible for retirement under the OKMRF plan is governed by the plan document. Plans are subject to change by the City Manager or his designee at any time, subject to any statutory limitations. Employees shall provide a written notification at least thirty (30) calendar days prior to their planned retirement date, be informed of any such plan applicable to their position upon hiring and upon any subsequent change in plan(s).

- E. Discharge. An employee may be discharged at any time from employment for the good of the organization, at the discretion of the City Manager. Nothing contained in this ~~manual~~Employee Handbook modifies ~~or limits~~ the City's "at will" employment ~~doctrine~~policy nor provides employees any kind of contractual rights.

- F. Disability. Verified inability to perform job functions with or without reasonable accommodation.

2.11 SENIORITY

Seniority ~~shall be~~is defined as an employee's length of continuous service with the City since his/her ~~last~~most recent hiring date. Seniority creates a priority of position, especially with respect to other employees of the same rank but with less tenure in such position. No time will be deducted from ~~the any~~ employee's seniority due to authorized leave of absence, PTO, EIAB or accident leave or layoff for lack of work.

Termination of seniority shall occur:

- A. If ~~he/she quits~~the employee resigns, retires or is discharged.

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- B. If following layoff for lack of work, he/she fails or refuses to return to work within fourteen (14) calendar days ~~or reasonable~~ notification to do so.
(Notification by mail to last known address or telephone call to last known telephone number is sufficient.)
- C. If he/she does not return to work immediately following the expiration of a leave of absence, unless such leave is extended for valid cause.
- D. Termination due to expiration of FMLA or other leave relating to a medical condition or injury of the employee without the employee or his/her physician having submitted an unqualified release to return to work stating that it is without limitations or restrictions

2.12 LAYOFF PROVISIONS

If it becomes necessary to reduce the size of the work force, seasonal, temporary, part-time, ~~temporary~~ and probationary employees shall be laid off first, providing in that order, provided that there ~~are~~ shall remain sufficient regular (full-time) employees with seniority who can satisfactorily perform the work without a training period. ~~Thereafter, the Seasonal, temporary, part-time or probationary employees may be exempt from this expectation of being among the first laid off if they possess critical job skills not possessed by regular (full-time) employees, in the sole discretion of the City Manager.~~ After the layoff of seasonal, temporary, part-time and probationary employees not eligible for the foregoing exemption from layoff, regular (full-time) employees with the least seniority shall be laid off, providing there are a sufficient number of senior employees are available who can satisfactorily perform the work without a training period. If there are no senior employees who can satisfactorily perform the work without a training period, then the junior/less-tenured employees shall be retained as necessary in the sole discretion of the City Manager.

All layoff provisions are subject to change by the City Manager in his/her sole discretion for the good of the City, as determined necessary for the uninterrupted provision of public services. No employee shall be retained and the next least junior employee shall be laid off—deemed exempt from layoff solely on the basis of status or seniority.

When recalling employees to work following a layoff, the ~~senior~~ number of longer-tenured employees on layoff status who can satisfactorily perform the available work, without training will be the first recalled to work. If there are no employees on layoff status who can satisfactorily perform the available work without training, the ~~senior~~ longest tenured laid off ~~employee~~ employees who ~~meets~~ meet the requirements of the job shall be ~~the one~~ recalled in descending order of seniority and given the minimal training period, necessary to perform the available work. If there are no laid off employees who qualify for recall, management shall be free to hire ~~a new employee(s)~~ to perform such work.

2.13 TEMPORARY TRANSFERS

Management shall have the right ~~to temporarily, in the event of emergencies, vacancies or to cover for employees who are absent from work, to~~ transfer employees ~~from one job classification to another temporarily, for a period of not to exceed six (6) months, irrespective of their seniority status from one job classification to another in the event of emergencies, vacancies or to cover for employees who are absent from work and with no change in compensation, provided that, in the discretion of the City Manager, such transferred employee may receive a corresponding temporary pay increase if the job transferred into is one with higher responsibilities and pay grade. An employee's transfer shall not result in reduction to a lower pay grade unless the transfer is for disciplinary cause.~~ Any employee temporarily transferred shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority ~~(and pay grade, to include any longevity increases)~~ in the permanent classification from which he was transferred.

2.14 TRANSFERS DUE TO POSITION ABOLISHMENT

Positions abolished will require the incumbent employee(s) to be:

- A. Transferred to a ~~like~~ substantially similar vacant position within the same department;
- B. Transferred to any other vacant position for which the employee is qualified or trainable or;
- C. Laid off under the provisions of Article 2. ~~12~~ 14 above.

Individuals required to transfer, due to position abolishment, where the present rate of pay exceeds the maximum allowable under the new pay grade, shall have their salary decreased in increments over six pay periods to the new rate of pay. Individuals required to transfer, due to position abolishment, where the new pay grade is higher than the pay grade from which the employee was transferred shall be compensated at the new pay grade upon transfer.

Full time employees whose positions have been abolished by contract services will be given severance pay, if the employee remains actively at work providing satisfactory service in their current position to the date the contractor's services ~~commences.~~ Severance pay commence and if the employee is otherwise eligible for a substantially similar position and the contractor does not offer to retain the employee under its payroll. Severance pay, in the situation where both these conditions are met, will be a lump sum payment in the amount of 320 hours times the hourly rate of pay and will be given with the employees' final pay, ~~less lawful deductions.~~ Employees who remain with the City by transferring into another position within the City or who are either retained by the contractor in a substantially similar position or are ineligible for a

position with the contractor due to a background investigation, drug screening, etc., will not be eligible for severance pay as defined in this section.

2.15 EXIT INTERVIEWS

When an employee terminates his/her employment with the City, the employee's supervisor may, in his/her sole discretion, request but not compel the leaving employee to, or the leaving employee may on her or his own initiative, make an appointment with the Director of Human Resources ~~for the employee~~ to participate in a brief exit interview or request a copy of the Exit Interview Form for the employee to complete and return to the Director of Human Resources. An exit interview shall always be requested, but never compelled in the case of voluntary termination by an FLSA-exempt employee. Although permissibly requested, an exit interview shall always be optional with the employee terminating employment.

2.16 OUTSIDE EMPLOYMENT

City employees may take other jobs ~~on a part-time or temporary basis if so long as~~ the employee's efficiency ~~is~~ and satisfactory job performance are maintained, there is no time conflict and there is no conflict of interest.

2.17 REEMPLOYMENT

Reemployment applies to an individual who resigned with a good record and is rehired to fill a vacancy. Employees discharged for cause are not eligible for reemployment. Employees who are discharged for job abandonment will not be eligible for reemployment.

No employee who resigns or is terminated either voluntarily or involuntarily, irrespective of job performance, is guaranteed or promised reemployment.

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ARTICLE 2: EMPLOYMENT POLICIES

2.1 APPLICATIONS BY CITY EMPLOYEES

Current City employees who wish to apply for a vacancy must do so online through the City's website. City employees shall undergo the same selection criteria as outside applicants. Employees allowed to transfer to another department must give notice to their current department head prior to the effective date of transfer unless waived by the current department head.

No City employee has a vested interest in, or promise of, being interviewed or selected for a vacant position. Opportunities for employment vacancies may or may not be posted internally for the purpose of soliciting applications, in the sole discretion of the City Manager acting in good faith.

2.2 INTERVIEWS AND EXAMINATIONS

The Director of Human Resources along with the appropriate department head, or their respective designees, will conduct an interview with all selected prospective job candidates, both internal and external, and evaluate their past performance records. Internal and external job candidates will be evaluated on a non-preferential basis. Examinations will be given if deemed necessary. Examinations may be oral, written, or computer-based, and may assess physical agility, skills and psychological suitability for the position sought. The Director of Human Resources may coordinate a polygraph or psychological suitability test with a licensed professional if such tests are recommended for the position. The Director of Human Resources, with input from the respective department head, shall review the content of the examination and shall be responsible for making certain examinations are conducted according to federal, state and local laws, ordinances and policies. Upon selection of an applicant, he/she shall be required to undergo a pre-employment drug screen and give consent to a background check. Positive testing with respect to any illegal substance will be treated as grounds to terminate the hiring process.

An applicant may be required to undergo a medical examination by a physician selected by the City of Glenpool to certify that the applicant can perform the essential functions of the job, with or without reasonable accommodation. In addition to the medical examination, the applicant may be required to pass a medical clearance test for use of a respirator.

2.3 REGULAR EMPLOYEES

Regular employees are employees working full time or at least forty (40) hours per week on an indefinite continuing basis and have successfully completed their probationary

period. All rules, regulations and benefits of the City's personnel policies apply to regular employees, except where specifically excluded.

2.4 PROBATIONARY EMPLOYEES

Probationary employees are employees who have not completed the required probationary period for their current position. Probationary employees are expressly subject to termination "at will," with or without cause. Receipt of this Employee Handbook will be construed as acknowledgement and acceptance of these terms.

2.5 PROBATIONARY PERIOD

A. New Employees

All new employees shall be in probationary status for one (1) year.

The purpose of the probationary period is to provide an opportunity for supervision to determine whether the employee has the ability and other attributes which will qualify him/her to continue serving in the position for which the employee was hired. During the probationary period, the employee shall have no seniority status, unless called for as part of a collective bargaining agreement.

Departments may require periodic performance review(s) before expiration of the twelfth month of employment. These performance reviews shall be submitted to the Director of Human Resources and shall be considered, but may or may not be determinative, in making a decision as to whether the probationary employee shall be retained as a regular employee.

The probationary period may be extended up to a maximum of six (6) additional months by written request of the department head, at his/her discretion, with concurrence of the Director of Human Resources and the City Manager, subject to continued periodic performance evaluations.

At the conclusion of either the base probationary period or an extended probationary period, if any, the department head shall prepare and review with the employee the final written performance evaluation described above indicating whether the department head is satisfied that the employee has successfully completed the probationary period. . These statements will be considered in making the decision regarding continued employment but shall not be considered binding and do not create any employment rights or guarantees. Successful completion of the probationary period shall not guarantee continued employment. No appeal or grievance rights are available to employees who are terminated during or at the conclusion of the period of

probationary status. Receipt of this Employee Handbook will be construed as acknowledgement and acceptance of these terms.

B. Transferred or promoted employees.

When an employee has been transferred from one department to another or is promoted to a position of higher grade, he/she shall be on "job probation" for a period of six (6) months. At the discretion of the department head, employees on "job probation" may receive periodic performance evaluations. The employee may be removed from the position at any time he/she demonstrates inability to perform the requirements of that position satisfactorily. When the transfer of any employee occurs, the training and equipment budgets of both departments will be adjusted to offset the cost of training, if any, equally between the departments.

2.6 PART-TIME EMPLOYEES

Part-time employees are employees who work fewer than forty (40) hours per week on a continuing basis. Employees classified as part-time shall undergo the same selection criteria as prescribed for regular (full-time) employees, which includes without limitation past performance record checks, background checks, drug-screening and examinations and testing required for the position. Part-time employees shall be subject to the same probationary period requirements as regular, full-time employees.

2.7 SEASONAL EMPLOYEES

A seasonal employee is an employee who is hired to perform the duties of a position that, by the nature of those duties, requires staffing during only limited parts of the year. Seasonal employees are hired with the express understanding that their employment will terminate at the close of the season for which they were hired without expectation of, or right to, continued employment.

Unless provided otherwise by the Fair Labor Standards Act or other applicable federal or state law, seasonal employees do not receive fringe benefits or any other perquisites of regular employment unless special authorization is received from the Director of Human Resources and approved by the City Manager.

Employees classified as seasonal who are transferred to part-time or full-time status shall undergo the same selection criteria as prescribed for the part-time or full-time classification, which includes past performance record checks, background checks, examinations and testing required for the position, including drug screening.

2.8 TEMPORARY EMPLOYEES

A temporary employee is an employee who is hired to perform the duties of a position that, by the nature of those duties, requires staffing for only a limited period of time, whether definite or indefinite. Temporary employees are hired with the express understanding that their employment will terminate at the termination of the purpose for which they were hired without expectation of, or right to, continued employment.

Unless provided otherwise by the Fair Labor Standards Act or other applicable federal or state law, temporary employees do not receive fringe benefits or any other perquisites of regular employment unless special authorization is received from the Director of Human Resources and approved by the City Manager.

2.9 NEPOTISM

- A. The City Manager shall not hire any person related to her/himself or to any elected official or appointed official of the City by blood or marriage within the third degree of consanguinity or affinity.
 - a. This section shall not prohibit an officer or employee already in the paid service of the City, and who is related to the City Manager by blood or marriage within the third degree of consanguinity or affinity at the time of the City Manager's appointment by the Council, from continuing in such service or from promotion thereof.
 - b. Additionally, this section shall not prohibit an officer or employee already in the paid service of the City, and who is related to any elected or appointed official of the City by blood or marriage within the third degree of consanguinity or affinity at the time of the official's election or appointment from continuing in such service or from promotion thereof.
- B. No two individuals related by blood or marriage to the third degree of consanguinity or affinity shall, upon the hire date of either individual, be employed within the same department or same line of supervision.
- C. Human Resources will conduct a review as part of the new hire qualification procedures to ascertain if there is a potential conflict with the State of Oklahoma nepotism statutes and the City of Glenpool nepotism policies.
- D. Co-workers in the same department who were unrelated at the time of hire but become related by blood or marriage to the third degree of consanguinity or affinity during their tenure must notify their Department Head and Human Resources of the change in their familial relationship.
- E. No employee will be allowed to supervise a family member or work on the same shift as a family member, except in an emergency scenario and only then with the written permission (a text is sufficient written permission) of the City Manager or his/her designee.
- F. No employee will be allowed to participate in any disciplinary process for a family member.
- G. No employee will be allowed to participate in any promotional process for a family member.

- H. This policy may be modified only as outlined in an approved collective bargaining agreement or by the City Manager.

2.10 SEPARATIONS

All separations of employees shall be designated as one of the following: Resignation, layoff, death, retirement, discharge or disability. Employees who separate shall receive payment for all earned wages and shall receive pay for other eligible benefits, subject to withholding requirements, if employed for a period of three (3) months or longer.

- A. Resignation. An employee may resign by informing the department head in writing of the reasons and the effective date of termination. A two week notice of termination is preferred, but not required. An employee who does not provide a two-week notice may not be eligible for rehire. An employee who tenders a resignation may be released immediately at the discretion of the department head. The immediate release of an employee who provided two-week notice will not affect their rehire status.
- B. Layoff. Layoffs may be made by one or more department heads with the approval of the City Manager when it is deemed necessary due to shortage of work or funds or the abolishment of a position.
- C. Death. Separation by death shall be effective as of the close of business on the date of death and all compensation due will be paid to the estate of the employee or as otherwise directed by competent legal authority.
- D. Retirement. The date upon which employees of the Fire and Police Departments are eligible for retirement under the state pension plan is governed by state statute.

The City provides a retirement plan for all regular (full-time), non-union employees through OKMRF. The Plan provides a retirement plan for all regular (full-time) employees. The date upon which employees are eligible for retirement under the OKMRF plan is governed by the plan document. Plans are subject to change by the City Manager or his designee at any time, subject to any statutory limitations. Employees shall be informed of any such plan applicable to their position upon hiring and upon any subsequent change in plan(s).

- E. Discharge. An employee may be discharged at any time from employment for the good of the organization at the discretion of the City Manager. Nothing contained in this Employee Handbook modifies or limits the City's "at will" employment policy nor provides employees any kind of contractual rights.
- F. Disability. Verified inability to perform job functions with or without reasonable accommodation.

2.11 SENIORITY

Seniority is defined as an employee's length of continuous service with the City since his/her most recent hiring date. Seniority creates a priority of position, especially with respect to other employees of the same rank but with less tenure in such position. No time will be deducted from any employee's seniority due to authorized leave of absence, PTO, EIAB or accident leave or layoff for lack of work.

Termination of seniority shall occur:

- A. If the employee resigns, retires or is discharged.
- B. If following layoff for lack of work, he/she fails or refuses to return to work within fourteen (14) calendar days of notification to do so.
(Notification by mail to last known address or telephone call to last known telephone number is sufficient.)
- C. If he/she does not return to work immediately following the expiration of a leave of absence, unless such leave is extended for valid cause.
- D. Termination due to expiration of FMLA or other leave relating to a medical condition or injury of the employee without the employee or his/her physician having submitted an unqualified release to return to work stating that it is without limitations or restrictions

2.12 LAYOFF PROVISIONS

If it becomes necessary to reduce the size of the work force, seasonal, temporary, part-time, and probationary employees shall be laid off first, in that order, provided that there shall remain sufficient regular (full-time) employees who can satisfactorily perform the work without a training period. Seasonal, temporary, part-time or probationary employees may be exempt from this expectation of being among the first laid off if they possess critical job skills not possessed by regular (full-time) employees, in the sole discretion of the City Manager. After the layoff of seasonal, temporary, part-time and probationary employees not eligible for the foregoing exemption from layoff, regular (full-time) employees with the least seniority shall be laid off, providing there are a sufficient number of senior employees available who can satisfactorily perform the work without a training period. If there are no senior employees who can satisfactorily perform the work without a training period, then lesser-tenured employees shall be retained as necessary in the sole discretion of the City Manager.

All layoff provisions are subject to change by the City Manager in his/her sole discretion for the good of the City, as determined necessary for the uninterrupted provision of public services. No employee shall be deemed exempt from layoff solely on the basis of status or seniority.

When recalling employees to work following a layoff, the number of longer-tenured employees on layoff status who can satisfactorily perform the available work without training will be the first recalled to work. If there are no employees on layoff status who can satisfactorily perform the available work without training, the longest tenured laid off employees who meet the requirements of the job shall be recalled in descending order of seniority and given the minimal training period necessary to perform the available work. If there are no laid off employees who qualify for recall, management shall be free to hire new employee(s) to perform such work.

2.13 TEMPORARY TRANSFERS

Management shall have the right, in the event of emergencies, vacancies or to cover for employees who are absent from work, to transfer employees from one job classification to another temporarily, for a period of not to exceed six (6) months, irrespective of their seniority status and with no change in compensation, provided that, in the discretion of the City Manager, such transferred employee may receive a corresponding temporary pay increase if the job transferred into is one with higher responsibilities and pay grade. An employee's transfer shall not result in reduction to a lower pay grade unless the transfer is for disciplinary cause. . Any employee temporarily transferred shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority (and pay grade, to include any longevity increases) in the permanent classification from which he was transferred.

2.14 TRANSFERS DUE TO POSITION ABOLISHMENT

Positions abolished will require the incumbent employee(s) to be:

- A. Transferred to a substantially similar vacant position within the same department;
- B. Transferred to any other vacant position for which the employee is qualified or trainable or;
- C. Laid off under the provisions of Article 2.14 above.

Individuals required to transfer, due to position abolishment, where the present rate of pay exceeds the maximum allowable under the new pay grade, shall have their salary decreased in increments over six pay periods to the new rate of pay. Individuals required to transfer, due to position abolishment, where the new pay grade is higher than the pay grade from which the employee was transferred shall be compensated at the new pay grade upon transfer.

Full time employees whose positions have been abolished by contract services will be given severance pay if the employee remains actively at work providing satisfactory service in their current position to the date the contractor's services commence and if the employee is otherwise eligible for a substantially similar position and the contractor

does not offer to retain the employee under its payroll. Severance pay, in the situation where both these conditions are met, will be a lump sum payment in the amount of 320 hours times the hourly rate of pay and will be given with the employees' final pay, less lawful deductions. Employees who remain with the City by transferring into another position within the City or who are either retained by the contractor in a substantially similar position or are ineligible for a position with the contractor due to a background investigation, drug screening, etc., will not be eligible for severance pay as defined in this section.

2.15 EXIT INTERVIEWS

When an employee terminates his/her employment with the City, the employee's supervisor may, in his/her sole discretion, request but not compel the leaving employee to, or the leaving employee may on her or his own initiative, make an appointment with the Director of Human Resources to participate in a brief exit interview or request a copy of the Exit Interview Form for the employee to complete and return to the Director of Human Resources. An exit interview shall always be requested, but never compelled in the case of voluntary termination by an FLSA-exempt employee. Although permissibly requested, an exit interview shall always be optional with the employee terminating employment.

2.16 OUTSIDE EMPLOYMENT

City employees may take other jobs so long as the employee's efficiency and satisfactory job performance are maintained, there is no time conflict and there is no conflict of interest.

2.17 REEMPLOYMENT

Reemployment applies to an individual who resigned with a good record and is rehired to fill a vacancy. Employees discharged for cause are not eligible for reemployment. Employees who are discharged for job abandonment will not be eligible for reemployment.

No employee who resigns or is terminated either voluntarily or involuntarily, irrespective of job performance, is guaranteed or promised reemployment.