

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Settlement between the City of Bartlesville and Fraternal Order of Police Lodge 117 (the “FOP”) relating to overtime compensation.

Attachments:

Proposed Settlement Agreement

FOP Represented Members Overtime Calculation Spreadsheet

II. STAFF COMMENTS AND ANALYSIS

Reference is made to the City Attorney’s staff report relating to the Settlement Agreement with IAFF Local 200. Staff proposes to resolve this issue for FOP in substantially the same manner.

III. RECOMMENDED ACTION

Staff recommends approval and execution of the Settlement Agreement with FOP Lodge 117.

SETTLEMENT AGREEMENT

The members of Fraternal Order of Police Lodge #117 (“Lodge Members”), each of whom are identified on Exhibit “A” attached hereto, and the City of Bartlesville, Oklahoma (the “City”), collectively the parties (“Parties), voluntarily enter into this this Settlement Agreement (“Agreement”), which fully and finally resolves the Released Claims addressed herein, based on the following:

I. RECITALS

1.1 Lodge Members are sixty-seven (67) individuals employed, or formerly employed, by the City as Police Officers. On or about November 7, 2023 it came to the attention of the City that the City may failed to properly pay Lodge Members’ overtime under the FLSA.

1.2 The City responded quickly to address these issues by agreeing to bring its overtime pay practices into accordance with the FLSA and memorializing the revised practices by Memorandums of Understanding with Lodge #117 dated in its July 1, 2024 and August 5, 2024. Additionally, the City provided Lodge Members with a calculation of unpaid overtime between November 7, 2020 and June 28, 2024.

1.3 Based on the above, the Parties have reached an agreement in principle to resolve this matter on August 8, 2024.

1.4 The Parties have agreed to resolve the matters in dispute between and among them pursuant to the terms of this Agreement. Specifically, the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement, and release of Lodge Members’ FLSA claims. The Parties have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the Parties’ mutual best interests.

1.5 The Parties to this Agreement, for good and valuable consideration, the sufficiency of which is acknowledged, do hereby agree to the following Settlement Agreement, Release, and Waiver of Claims.

II. PAYMENT AND DISTRIBUTION

2.1 In consideration for the terms, conditions, and promises in this Agreement, the City, in accordance with paragraph 2.2, shall pay or cause to be paid to Lodge Members a total of \$6,569.67 ("the Settlement Amount"), and will, moving forward, adhere to the overtime provisions contained in the above referenced MOU's, which are consistent with the FLSA.

2.2 The Settlement Amount will be divided and distributed to Lodge Members as follows:

(1) a set of payroll checks and/or stubs for direct deposit payments, regular payroll checks for active (employed) Lodge Members, and separate payroll checks for inactive (no longer employed) Lodge Members, made Payable to each Lodge Member in accordance with Exhibit A to this Agreement and totaling a pre-tax amount of \$6,569.67 (the "Backpay Amount"), less all applicable deductions and withholdings for each individual Lodge Member. Lodge Members will notify the City if they wish to defer any additional amounts to applicable benefit plans prior to distribution. With respect to all Lodge Members who are no longer employed by the City as of the effective date of this Agreement, the Defendant shall utilize the last known withholding amount for each former employee; and

These amounts are agreed to among the Parties to compromise, settle, and satisfy the Released Claims described in paragraph 3.1 below, liquidated damages related to the Released Claims, and all attorneys' fees and expenses related to the Released Claims.

2.3 The City shall issue payment of the Settlement Amount within forty-five (45) calendar days after the execution date of this Agreement. After this 45- day period, interest shall accrue on any unpaid Settlement Amount at the rate set forth in 28 U.S.C. § 1961.

2.4 Lodge Members are solely responsible for the calculation and payment of any legal fees associated with this Agreement.

2.5 Lodge Members and their counsel will defend, release, and hold the City harmless from any and all claims or causes of action arising from the allocation and distribution of the Settlement Amount.

2.6 The City shall reflect the Individual Back Pay Amounts on each Lodge Member's W-2 form as set forth in Exhibit A to this Agreement, less applicable deductions. Lodge Members' counsel will be responsible for distributing 1099-MISC forms to the Lodge Members for their share of the Lump Sum Amount.

III. RELEASE AND WAIVER OF CLAIMS

3.1 Lodge Members hereby release, acquit, and forever discharge the Defendant from all Fair Labor Standards Act claims relating to overtime pay for time worked as police officers from January 1, 2021 through August 1, 2024 ("Released Claims"). Lodge Members agree and acknowledge that, with respect to such claims, Lodge Members are waiving not only their right to recover money or other relief in any action that they might institute but also that they are waiving their right to recover money or other relief in any action that might be brought for such claims on their behalf by any other person or entity including, but not limited to, the state of Oklahoma, the United States Department of Labor ("DOL"), or any other (U.S. or foreign) federal, state, or local agency or department.

3.2 All Lodge Members shall be deemed to and shall have waived, released, discharged, and dismissed all Released Claims as set forth in Paragraph 3.1, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved or with regard to any facts which are now unknown to them.

3.3 All Lodge Members understand and agree that, to the fullest extent permitted by law, they are precluded from filing or pursuing any legal claim or action of any kind against any entity at any time in the future, or with any federal, state or municipal court, tribunal or other authority arising out of the Released Claims.

3.4 All Lodge Members agree that they are entering this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Lodge Member affirms that he/she has not been coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he/she has been advised to and has had the opportunity to consult with an attorney with respect to the terms of this Agreement.

IV. NO ADMISSION OF LIABILITY

4.1 The City makes no admission of liability or wrong-doing. Nothing contained in this Agreement, including the City's agreement to bring its overtime pay practices into accordance with the FLSA in the above referenced MOU's or in subsequent collective bargaining agreements, shall be deemed an admission of liability or of any violation of any applicable law, rule, regulation, order, or contract of any kind. The City acknowledges that retaliation is prohibited under the FLSA.

V. CONTINUED JURISDICTION

5.1 The U.S. District Court for the Northern District of Oklahoma shall have jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising under this Agreement.

VI. PARTIES' AUTHORITY

6.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof.

6.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

6.3 Any signature made and transmitted by facsimile, email, or verified electronic signature program such as DocuSign for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement.

VII. MUTUAL FULL COOPERATION

7.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

XIII. MODIFICATION

8.1 This Agreement and its attachment may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

IX. ENTIRE AGREEMENT

9.1 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the parties intend that this Agreement shall be controlling.

X. CHOICE OF LAW/JURISDICTION

10.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the state of Oklahoma, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Northern District of Oklahoma. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below.

FRATERNAL ORDER OF POLICE
LODGE #117

By: 

Ian Evans

President

Date: 10-31-24

CITY OF BARTLESVILLE,
OKLAHOMA

By: _____

Dale Copeland,

Mayor

Date: _____