

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

3:00 PM

**300 West Evergreen
Large Conference Room
Durant, Oklahoma**

June 29, 2021

AMENDED AGENDA SPECIAL AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Consider Approval of Mayoral Appointment of Kara Byrd to the Keep Durant Beautiful Advisory Board
- b. Consider Approval of Mayoral Appointment of Crystal Maynard to Cemetery Advisory Board to Replace Charles Calhoun
- c. Consider Approval of Collective Bargaining Agreement Between the City of Durant and the Fraternal Order of Police Lodge 113 for 2021-2022 (C-2021-40)
- d. Receive Governing Board Training from the Oklahoma Municipal Assurance Group (OMAG)

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of May, 2021 and that an agenda of said meeting was posted at the place of such meeting at 10:25 a.m. on the 23rd day of June, 2021. An amended agenda of said meeting was posted at the place of such meeting at 9:40 a.m. on the 28th day of June, 2021.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 6/29/2021
To: Mayor and City Council
From:
Re: Consider Approval of Mayoral Appointment of Kara Byrd to the Keep Durant Beautiful Advisory Board

It is the recommendation of the mayor that Kara Byrd be appointed to the Keep Durant Beautiful Advisory Board.

Council Information / Action Requested

Approval of Mayoral Appointment of Kara Byrd to the Keep Durant Beautiful Advisory Board

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 6/29/2021
To: Mayor and City Council
From:
Re: Consider Approval of Mayoral Appointment of Crystal Maynard to Cemetery Advisory Board to Replace Charles Calhoun

It is the recommendation of the mayor that Crystal Maynard be appointed to replace Charles Calhoun whose term has expired.

Council Information / Action Requested

Approval of Mayoral Appointment of Crystal Maynard to Cemetery Advisory Board to Replace Charles Calhoun

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 6/29/2021
To: Mayor and City Council
From:
Re: Consider Approval of Collective Bargaining Agreement Between the City of Durant and the Fraternal Order of Police Lodge 113 for 2021-2022 (C-2021-40)

Council Information / Action Requested

Approval of Collective Bargaining Agreement Between the City of Durant and the Fraternal Order of Police Lodge 113 for 2021-2022 (C-2021-40)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2021-40 Collective Bargaining Agreement City and FOP Lodge 113

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

THE CITY OF DURANT

AND

**THE FRATERNAL ORDER OF POLICE
LODGE 113**

2021-2022

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PREAMBLE

This Agreement is entered into by the City of Durant, Oklahoma, hereinafter referred to as the City, and Lodge No. 113, Fraternal Order of Police hereinafter referred to as the F.O.P., as its purpose and promotion of harmonious relationships between the City and the F.O.P., the establishment of an equitable and peaceful procedure for the resolution of differences; to insure the well being of said employees and the efficient and economical operation of the department; and the establishment of rates of pay, hours worked, and other conditions of employment. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering cooperation between the City and its employees. Therefore, this Agreement and the procedures which it established for the resolution of differences is intended to be in all respects in the public interest.

ARTICLE 1**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

SECTION 1. The Durant F.O.P. Lodge 113 recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibility, and the powers of authority which the Employer has not officially abridged, delegated, granted, or modified by this Agreement are retained by Employer.

SECTION 2. Except as may be limited herein, Employer retains the rights in accordance with the constitution and laws of the State of Oklahoma and the responsibility and duties contained in the ordinances and regulations promulgated thereunder as follows:

1-2.a. To determine Police Department policy including the rights to manage the affairs of the Police Department in all respects;

1-2.b. To assign working hours, including overtime;

1-2.c. To direct the members of the Police Department, including the right to promote, transfer, discipline, suspend, demote or terminate for just cause, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 7, the Grievance Procedure;

1-2.d. To determine the organizational chart of the Police Department, including the right to organize and reorganize the Police Department and the determination and establishment of job classifications and ranks based upon duties assigned;

1-2.e. To determine the safety, health, and property protection measures for the Police Department;

1-2.f. To allocate and assign work for all Employees within the Police Department;

1-2.g. To be the sole judge of qualifications of applicants and training of new employees;

- 1-2.h. To establish and enforce Police Department rules, regulations and orders;
- 1-2.i. To introduce new, improved or difference methods and techniques of Police Department operation or change existing methods and techniques;
- 1-2.j. When feasible, reduce to writing and be made available, any and all rules, regulations, orders and memos to the members of the Police Department;
- 1-2.k. To determine the amount of supervision necessary;
- 1-2.l. To control department budget;
- 1-2.m. To take whatever actions that may be reasonable necessary to carry out the mission of the Employer.

ARTICLE 2
RECOGNITION

SECTION 1. Pursuant to and in accordance with and subject to Title 11 O.S. § 51-101-113 the City of Durant recognizes the Fraternal Order of Police, Lodge Number 113, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment.

SECTION 2. The term “employee”, as used herein, shall be all commissioned police officers of the City of Durant, but does not include:

2-2.a. Chief of Police

2-2.b. (One) Designated Administrative Assistant or Deputy Chief of Police Chief

2-2.c. Non-Commissioned Employees

2-2.d. Part-time and/or seasonal Employees

2-2.e. Employees who have not completed one (1) year probationary period from initial date of employment, except as provided for by the Oklahoma State Statutes 51-101 thru 113.

ARTICLE 3**PROHIBITION OF STRIKES**

SECTION 1. "Strike" is defined within the Oklahoma State Statutes (Title 11 O.S. § 51-102). Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employments, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights privileges or obligations of employment, It shall be the definition for purposes of this Agreement.

SECTION 2. Neither the F.O.P., nor any of its officers or members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike action whatsoever, or any work stoppage or slow-down.

SECTION 3. Any or all employees who violate any provisions of the law (Title 11 O.S. § 51-101 through 51-113) may be dismissed or otherwise disciplined by the City. Appeal of suspensions or dismissals are subject to the Grievance Procedure as outlined in Article 7, or may be taken to a personnel Board as defined in the Oklahoma Police Pension and Retirement System Title 11 O.S. Section 50-123.

ARTICLE 4**BARGAINING AGENT SECURITY**

SECTION 1. The employer shall take the action required to assure that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the F.O.P. or other exercise by employees of their rights. It is understood and agreed by all parties that due to the nature of police functions requiring a 24-hour day, and the unavailability of all the officers at the Police Department to be able to attend the meeting at one time, that it will be necessary to have very brief conversations in the halls or in the briefing room about F.O.P. business to its members and prospective members during working hours at the police station, but in such a manner so as not to affect the performance of duties of individual officers or the Police Department as a whole.

SECTION 2. A maximum of two on duty members of the bargaining unit shall be allowed time off without loss of pay for the purpose of contract negotiations with the city, while on duty, so long as such absence from work does not unduly jeopardize the mission of the department in the sole opinion of the Chief of Police. Said members shall be subject to call out should an emergency arise or due to manpower requirements in the sole opinion of the Chief of Police.

ARTICLE 5**F.O.P. BUSINESS AND MEETINGS**

SECTION 1. The F.O.P. hereby agrees that it will not interfere in any way with the business of the City.

SECTION 2. The City agrees to let the F.O.P. President or his/her designate use the City's copier machine for F.O.P. business at no cost to F.O.P. Lodge 113 F.O.P. business shall be limited to meeting notices, contract proposals, grievances, and arbitration submittals only. In addition, the City agrees to let the F.O.P. President or his/her designee use the City's computer machine(s) and City e-mail for official F.O.P. business.

SECTION 3. The F.O.P. Lodge 113 agrees to pay the city a bookkeeping fee of 5% of the Union dues.

SECTION 4. The City agrees to allow F.O.P. lodge members to attend F.O.P. conferences or other F.O.P. business up to 8 shifts per year without loss of pay. F.O.P. members utilizing this provision shall request F.O.P. Business Days at least 10 days in advance by making a written request to the Chief of Police. No more than two persons shall utilize this benefit at the same time.

ARTICLE 6

UNFAIR LABOR PRACTICE

SECTION 1. Both parties agree to comply with Title 11 O.S. § 51-102 governing unfair labor practices.

ARTICLE 7

POLICY AND PROCEDURE MANUAL

SECTION 1. The Police Policy and Procedure Manual shall become a part of the Collective Bargaining Agreement after the F.O.P. has negotiated such changes.

SECTION 2. The Police Policy and Procedure Manual may only be modified or changed by agreement by the City and the F.O.P., as outlined in Section 3 of Article 7.

SECTION 3. The introduction of new or amended policies, procedures, rules or regulations, (hereinafter referred to as “new policy”) shall be implemented within the following guidelines:

7-3.a. Any new policy(ies) shall be submitted to the F.O.P. by the Chief of Police through the F.O.P. President for review and approval.

7-3.b. Upon receipt of the new policy(ies), the F.O.P President will submit the new policy(ies) to the Lodge.

7-3.c. The Lodge will have 15 days from receipt by the F.O.P President, to review and suggest changes to such new policy(ies). Upon completion of this review, the new policy(ies) will be returned to the Chief of Police for modification.

7-3.d. Upon the receipt of reviewed new policy(ies), the Chief of Police will have 7 days to make such changes and return the new policy(ies) to the Lodge President for final review.

7-3.e. Upon receipt of the modified new policy(ies) from the Chief of Police, the F.O.P President will convene a meeting of the Lodge within 10 days. During this meeting a vote will be held to give final approval of the new policy(ies). A majority of the members present at that meeting will approve or decline the new policy(ies). If declined, the concerns of the Lodge will be noted and a meeting will be held between the Lodge and the Chief of Police to outline those concerns and attempt to find a reasonable solution.

7-3.f. After this review process has taken place, if the Chief of Police has decided not to modify the new policy(ies), as the Lodge suggested, the Chief of Police may implement said policy(ies), understanding that the Lodge will reserve the right to grieve the implementations of said policy(ies) under the tenets of Article 8 of the agreement.

7-3.g. The timeline set forth in the article may be modified by written agreement between the Lodge and the Chief of Police.

7-3.h. If the Lodge fails to adhere to the above timeline without reaching an agreement with the Chief of Police as stated in Part G of this Section, the Chief of Police, may implement said policy(ies), and the Lodge, at this point, shall have no grievance rights.

ARTICLE 8**GRIEVANCE PROCEDURE**

SECTION 1. The City, F.O.P., or any employee covered under this Agreement, may file a grievance within thirty (30) calendar days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

SECTION 2. The F.O.P. President, or their authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence; similarly, the F.O.P. may be so informed by the Police Chief.

SECTION 3. Any controversy between the City and the F.O.P., 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:

8-3.a. The grievant shall notify the Lodge Grievance Committee of the filing of a grievance. Within five (5) business days, the Lodge Grievance committee shall determine, in their sole discretion and judgment, whether or not a violation of the terms and conditions of this Agreement has occurred.

8-3.a(1). If the Lodge Grievance Committee finds a violation of the Agreement does not exist, no further proceedings shall be necessary.

8-3.a(2). If the grievant wishes to continue with the grievance process after the Lodge Grievance Committee rejected the grievance request, the grievant shall be instructed how to proceed with the grievance process on their own terms. The grievant shall be issued the necessary documentation to proceed with the grievance process.

8-3.a(3). If the Lodge Grievance Committee finds a violation of the Agreement does exist, procedures of Article 8. Section 3.B shall apply.

8-3.b. If the Lodge Grievance Committee finds a violation of the Agreement does exist, the committee shall submit the grievance in writing to the Chief of Police for adjustment within ten (10) business days. The written grievance shall contain a complete statement of facts, the provision of the agreement which the Employer is alleged to have violated and the relief requested.

8-3.c. The Chief of Police shall submit an answer in writing to the employee(s) involved and to the Lodge Grievance Committee within seven (7) business days of notification of the grievance. If the grievance has not been settled within that time, it shall then be sent to the City Manager or designee for adjustment within five (5) business days.

8-3.d. The City Manager or designee shall schedule a hearing with the aggrieved employee, a representative of the Grievance committee and all others concerned within ten (10) business days after personally receiving this grievance. Within ten (10) business days of such hearing, the City Manager shall respond to the grievance in writing to the Chief of Police, the employee involved, and the Lodge Grievance Committee. 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 within twenty (20) business days of the City Manager's answer as follows:

8-3.d.(1). A request shall be made by either party, or jointly, for a panel of seven (7) arbitrators from the Federal mediation and Conciliation Service.

8-3.d.(2). Within seven (7) business days from the receipt of such panel, a representative of the Lodge and the Employer shall meet and alternately strike names until one arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

8-3.d.(3). Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, the arbitrator shall be contacted, and a date for the arbitration hearing shall be set promptly at a mutually agreed date and time.

8-3.d.(4). After the conclusion of the hearing, the arbitrator shall promptly 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.

8-3.d.(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 both parties to this Agreement.

8-3.d.(6). The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any amendment 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 part, any provisions or amendments thereof.

8-3.d.(7). The cost of the impartial arbitrator shall be shared equally between the Lodge and City. If a transcript of the proceeding is requested, then the party so requesting shall pay for it.

8-3.d.(8). It is expressly understood that the above grievance procedure shall be in lieu of the predetermination hearing which is provided in the personnel manual.

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. If a party fails to pursue any grievance within the time limits provided, the police officer shall have no further right to continue the grievance.

Section 5. In the event the City should find it necessary to file a grievance against the Union, then the City shall present the grievance to the President of the Union, or his designee, in writing. The

Union will respond within ten (10) full business days of receipt. If the grievance is not settled by the Union's response, the Employer may proceed to Step 8-3.d(1). (Except City and Union roles shall reverse.)

ARTICLE 9**POLICE OFFICER BILL OF RIGHTS**

SECTION 1. The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received by such Chief of Police from any person.

SECTION 2. Whenever an officer is under investigation and is subject to an interrogation or interview by members of the police department, for any reason which could lead to the officer being disciplined in any manner, such interview or interrogation shall be conducted under the following conditions:

9-2.a. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer and all persons present during the interview shall be asked by one and only one person at any time.

9-2.b. The officer under investigation shall be informed of the nature of the investigation.

9-2.c. In Accordance with the "Garrrity Rule," if the activities, circumstances, or events which pertain to the officer conduct or act(s) which form the basis of the investigation could possibly result in criminal charges, the officer may refuse to answer questions or cooperate with the investigation. Such refusal shall not be subject to disciplinary action.

9-2.d. All interviewing shall be limited in scope to activities, circumstances, or events which pertains to the officers' conduct or act(s) which form the basis for the investigation.

9-2.e. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

9-2.f. The officer being interviewed shall not be subjected to any manner of repetitive questioning intended to confuse or entrap the officer into providing conflicting responses to questions of the

same nature, to offensive language or threatened with transfer, dismissal, or disciplinary action.

No promise or reward shall be made as an inducement to obtain testimony or evidence.

9-2.g. At the request of the officer under investigation, the officer shall have the right to be represented by a Lodge Representative, an attorney or any other representative of their choice who may be present at all times during such interview or interrogation. The member shall be given five (5) business days to consult with the representative prior to any questioning or interview sessions with the investigators or superiors.

9-2.h. The interviewing of officers under investigation may be taped or recorded in written form at the discretion of the investigating officer. However the officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the department shall be retained by the department, but may be used at the discretion of the City in administrative hearing or for other administrative purposes.

9-2.i. When the investigation results in discipline against the officer, the officer upon request, shall be furnished with a copy of all reports, tapes, transcripts, other recordings of the proceedings which contain all known material facts, opinions or recommendations related to the investigation at no cost to the Lodge or officer.

SECTION 3. An officer under investigation shall receive written notification from the investigating officer or the Chief of Police as to the determination of the investigation. Should an officer be disciplined by reprimand, suspension, demotion, dismissal, or transfer, or reassignment arising from an investigation, the officer shall be notified in writing as to the action being taken and the reasons therefore.

SECTION 4. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or

threatened with any such treatment, by reason of the officer's exercise of the rights granted by this regulation.

ARTICLE 10**LIFE AND MEDICAL INSURANCE**

SECTION 1. The City shall provide each member with Life and Health Insurance at no cost to the employee which is the same as or equal to the coverage and benefits provided to other City employees. The City shall offer dependent health insurance coverage at the same or equal to the same cost as other employees.

SECTION 3. Members of the bargaining unit shall be entitled to the same workers' compensation program as other City employees. As long as the City has a Certified Workplace Plan for Workers' Compensation for City employees, all members of the Durant Police Department Bargaining Unit shall be included in this plan.

ARTICLE 11**SENIORITY**

SECTION 1. Seniority shall be defined as follows: Seniority starts on the date an officer is hired as a Patrol officer. Seniority shall be by rank. Captains shall have seniority over all Lieutenants and below; Lieutenants shall have seniority over all Sergeants and below; Sergeants shall have seniority over Master Patrol Officer and Patrol Officer III and below; Master Patrol Officer and Patrol Officer III shall have seniority over Patrol Officer II and below; Patrol Officer II shall have seniority over Patrol Officer I. Seniority within a rank shall be determined by time in rank.

SECTION 2. Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

SECTION 3. Where two or more employees are in the same rank, the date of hire shall determine the seniority. If two or more employees are hired on the same date, the date of employment application shall determine seniority.

SECTION 4. Seniority shall be lost upon the occurrence of any of the following:

11-4.a. Discharge, if not reversed

11-4.b. Resignation

11-4.c. Unexcused failure to return to work upon the expiration of formal leave of absence; and

11-4.d. Retirement

ARTICLE 12**MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

SECTION 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, physical or mental handicap, national origin, status, or union membership, or political affiliation. Specifically, pursuant to Equal Employment Opportunity Commission guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights of 1964, as amended.

SECTION 2. In the event that any portion of this Agreement unintentionally conflicts with the employer's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

ARTICLE 13**PREVAILING RIGHTS**

SECTION. 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Durant Police Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

SECTION 2. It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

ARTICLE 14

BULLETIN BOARD

SECTION 1. Employer agrees to allow the Lodge to post a bulletin board at the Police Station. The location of the bulletin board shall be mutually agreeable to Employer and the Lodge.

SECTION 2. The bulletin board shall be used for the purpose of posting notices of Lodge meetings; Lodge elections; Lodge election returns; Lodge appointments to office; Lodge recruitment, educational and social affairs; and such other matters as may be agreed upon by the Lodge and the Employer.

SECTION 3. It is understood that material of a controversial or inflammatory nature shall not be posted. It shall be the responsibility of the Lodge to maintain the bulletin board to insure prompt removal of out-dated materials, and further insure that the posting of such material is limited only to material provided in Section 2 above. All such material shall be approved by either the Lodge President, Vice President, Secretary or Treasurer.

ARTICLE 15**OFF-DUTY EMPLOYMENT**

SECTION 1. Employees wanting to engage in off-duty employment will be required to submit a work request to the Chief of Police for approval only if such off-duty employment exceeds 20 hours per week on a continuing basis, provided that such off-duty employment would not comprise a conflict of interest in the opinion of the Chief of Police. No employee shall wear a police uniform while off-duty outside the City of Durant. An employee shall obtain approval from the Police Chief prior to wearing a police uniform for off-duty employment inside the city limits.

ARTICLE 16**PERSONNEL FILES**

SECTION 1. A copy of all personnel records for an employee concerning a sustained investigation, , complaint, reprimand, counseling sessions for violations of any rule, regulation, or policy within the city or department rule and regulations shall be placed in the employee's police department file. The employee shall be given a copy of any information or documentation which might be considered as detrimental to the employee's position advancement or future with the department within three (3) days from the date of such action at no cost to the employee.

SECTION 2. Any employee shall be allowed to review his personnel file under supervision at any reasonable time upon request to the Chief of Police or designate.

SECTION 3. Letter of Reprimands will be removed from the employee's personnel file after three (3) years. Written notations of oral reprimands, oral admonishment and counseling reports and any other type of admonitions shall be removed after a one (1) year period.

SECTION 4. All records on employees will be maintained in the City's personnel files located in City Hall.

SECTION 5. All letters of commendation or appreciation shall be provided to the employee and included in their personnel file.

ARTICLE 17**MILITARY LEAVE OF ABSENCE**

SECTION 1. An employee whom is in the United States military service whether a Reservist or National Guardsman shall be allowed thirty (30) calendar days of military leave per federal fiscal year. These thirty (30) days shall be used for summer camp or weekend drills. The time allocated for military leave shall begin when travel to the location of military service commences and shall end when the employee returns from the location of military service. Copies of military orders shall be submitted with any time sheet which includes military leave time. After an employee has used their thirty (30) days of military leave, the employee may continue their military leave of absence without pay or use accumulated leave time with pay.

ARTICLE 18

CLEET TRAINING

SECTION 1. Each member of the bargaining unit will be allowed to attend a minimum of forty (40) hours of Law Enforcement related continuing education training per year, as approved by the Chief of Police.

ARTICLE 19**PERSONNEL REDUCTION**

SECTION 1. In the event of a personnel reduction, the employee with the least seniority shall be laid off first. Seniority shall be determined by the last date of hire as a Police Officer within the Police Department. Laid off employees will receive a written notice fourteen (14) days prior to layoff.

SECTION 2. No new employees shall be hired until the employee or employees laid off have been notified by certified or registered mail that an opening exists. Within fifteen (15) days after receipt of such notification, employee or employees laid off will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to continue their employment with the Durant Police Department.

SECTION 3. Any employee laid off shall retain the recall preference for a period of twelve (12) months from the date of their individual release from duty.

ARTICLE 20

SEVERABILITY

SECTION 1. If any provision of this Agreement is declared by proper State or Federal law or judicial authority to be unlawful, unenforceable or not in accordance with applicable personnel rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 21**VACATION LEAVE**

SECTION 1. Vacation leave shall be earned as follows: Each regular or probationary employee will earn vacation leave at the rate of 82.5 hours per year (3.173 hours per pay period) of service for the first ten (10) years of service. After completion of the tenth (10th) year of service and until the fifteenth (15th) year of service, vacation leave will be earned at the rate of 123.75 hours per year (4.759 hours per pay period); after fifteen (15) years of service and up to the twenty (20) years of service vacation leave shall be at the rate of 165 hours per year (6.346 hours per pay period).

SECTION 2. All vacation may be carried forward from year to year up to 480 hours.

SECTION 3. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

21-3.a. New employees shall be eligible to take earned vacation time after completing nine (9) months of service.

21-3.b. Vacation leave shall be expended in not less than two (2) hours periods.

21-3.c. Upon separation, the employee shall be paid for the unused portion of their accrued vacation leave.

SECTION 4. An employee may donate accrued vacation leave to another member of the bargaining unit who is suffering from a severe illness or non-duty related injury which has caused the affected member to enter into a "leave without pay" status due to exhaustion of all their accrued paid leave.

ARTICLE 22**SICK LEAVE**

SECTION 1. Sick leave shall be accumulated at the rate of eighty-two and a half (82.5) hours per year. (3.173 hours per pay period)

SECTION 2. Sick leave is limited to when an employee is unable to perform their duties because of on the job sickness, personal illness or injury, or when an employee might expose and jeopardize the health of others, sick leave may be taken.

SECTION 3. Sick leave may also be used when a member of the employee's immediate family is sick or seriously injured. Up to five (5) working days shall be granted for this purpose. Childbirth shall be considered a serious illness under the provisions of this Article. When an employee uses sick leave for emergency leave due to sickness or death in the immediate family, they shall submit the request for sick leave to their supervisor. An employee may use up to one day of sick or emergency leave necessary for a doctor's appointment for the employee or for an immediate family member who is unable to drive.

SECTION 4. An employee who, due to illness or injury, is absent from work shall make provisions to notify the appropriate supervisor of their absence. If the employee is any place other than home, then the employee will notify their supervisor of the place they will be and the phone number where they can be reached and the anticipated length of time they will be away from home. An employee who is absent for three (3) or more consecutive working days shall be required to submit a physician's note.

SECTION 5. Unused sick leave shall be accumulated to eight hundred (800) hours, over that shall be reimbursed at a rate of 3 hours sick leave for 1 hour pay, to be paid on the first full pay period in January of each year.

SECTION 6. Employees retiring after 10 years service may be compensated for unused sick leave at the rate of one hour of compensation at the employee's current rate of pay for each three hours of accumulated sick leave at the time of separation.

ARTICLE 23

INJURY LEAVE

SECTION 1. Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job as defined in Title 11 O.S. §50-116.1.

23-1.a. Injury leave will not exceed six (6) months unless authorized by the Chief of Police and the City Manager.

23-1.b. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave.

ARTICLE 24

HOLIDAYS

SECTION 1. Each employee covered under the provisions of this Agreement shall be entitled to observe Twelve (12) Holidays as provided in Section 2. A Non-exempt employee who works the Holiday shall be paid eight and one-quarter(8.25) hours of straight time pay in addition to his/her regular hourly rate for hours worked on that day. An employee who is scheduled off shall receive eight and one-quarter(8.25) hours of straight time pay for the day of the Holiday. If an employee is on sick leave or vacation leave he/she will receive Holiday pay and no deduction will be made for sick or vacation leave.

1.A. Employees Hired prior to July 1, 2021 may maintain a Holiday Balance of up to 240 hrs. An employee shall be given the opportunity to be paid out for all or any amount up to the 240 hour balance maximum; however, any Holiday hours accrued above the 240 maximum shall be paid as provided in Section 1.

SECTION 2. Holidays shall be observed only on the following days:

- 24-2.a.New Year's Day
- 24-2.b.Martin Luther King Jr. Day
- 24-2.c. Presidents' Day
- 24-2.d.Good Friday
- 24-2.e. Memorial Day
- 24-2.f. Independence Day
- 24-2.g. Labor Day
- 24-2.h. Columbus Day
- 24-2.i. Veterans' Day
- 24-2.j. Thanksgiving Day
- 24-2.k.Day after Thanksgiving Day
- 24-2.l. Christmas Day

SECTION 3 – Employees shall report the Holiday on their weekly time sheets. Holiday pay shall be paid on the next regular bi-weekly pay period.

SECTION 4. Employees who have banked Holiday hours may keep up to 240 hours balance and may use such time in accordance with other leave request approvals. For FY 21-22, all employees hired prior to July 1, 2021 shall be paid for any banked Holiday leave above the 240 hour max accrual. All banked Holiday Hours must be used or

ARTICLE 25**HOURS OF WORK**

SECTION 1. The normal workday shall consist of eight and one-quarter (8.25) hours and the normal work period shall consist of no more than forty-one and one-quarter (41.25) hours in a seven day period.

SECTION 2. The normal daily tour of duty shall be eight and one-quarter (8.25) hours. Bargaining unit members shall report fifteen (15) minutes prior to the shift for shift briefing. However, the Chief of Police or Shift Commanders may, at their discretion, establish special hours and tour of duty for their department for specified units, or for individual employees, as may be necessary to provide adequate service.

SECTION 3. During the work period, employees normally will be assigned to shifts of five (5) consecutive days with two (2) consecutive days off.

SECTION 4. Rest Periods: During the normal eight and one-quarter (8.25) hour work day, employees will be granted one (1) fifteen (15) minute rest period and a forty-five (45) minute lunch period.

ARTICLE 26**COMPENSATORY TIME AND OVERTIME**

SECTION 1. Sections 2-7 of Article 26 of this Agreement shall apply to non-exempt employees.

26-2.a. SECTION 2. All hours worked during a standard work day in excess of eight and one-quarter (8.25) hours shall be considered compensatory time or overtime if the non-exempt employee works an eight and one-quarter (8.25) hour shift. All compensatory time or overtime will be granted/paid on a one and one-half hour for each hour of overtime worked. Compensatory time or overtime will be allowed for hours worked over eight and one-quarter (8.25) hours for the performance of the following duties, including but not limited to the following duties: Where attendance is required on your day off or while on leave, Officers will be guaranteed two (2) hours at their base hourly rate for the first two (2) hours work performed in Court appearances, call backs and all training. After the two (2) hour minimum is reached the officer will be compensated at the overtime rate for all hours worked.

SECTION 3. All schools, conferences and seminars attended by non-exempt officers on scheduled off-duty days shall receive compensatory time or overtime at one and one-half hour per regular hour while in class. The officer's work schedule may be adjusted to accommodate the day(s) of school, conference or seminar and allow for off-duty days at the discretion of the Chief of Police.

SECTION 4. Each non-exempt officer can accrue up to 480 hours of compensatory time or overtime after which the City compensate monetarily.

SECTION 5. When non-exempt officers terminate employment with the City, all accrued compensatory time and overtime will be paid at the employee's current rate of pay.

SECTION 6. Non-exempt officers who are receiving treatment under the Oklahoma Workers' Compensation Act shall receive compensatory time to attend treatment, including physical therapy, off duty.

SECTION 7. In the event the Chief of Police declares a shift shortage due to lack of staffing on a shift, any non-exempt officer called back to work such shift shall receive one and one half hours of compensatory time for each hour worked on such shift.

SECTION 8. Members holding the rank of Captain and Lieutenant are considered exempt employees and are not eligible to earn compensatory time or overtime for work unrelated to special enforcement grants which may fund overtime through sources outside the City's typical revenue source.

SECTION 9. For compensatory time and overtime earned by Captains and Lieutenants before acquiring exempt status, payment for compensatory time or overtime may be made in full for banked compensatory time or overtime at the time exempt status is designated at the employee's rate of pay at the time of designation, or banked compensatory time may be used in lieu of vacation time when taking time off away from work.

SECTION 10. Exempt employees who are members of the Fraternal Order of Police, Lodge #113 may request payment for banked compensatory time on January 1st and July 1st of each year. Such requests shall be made to the City Manager at least thirty days prior to the above mentioned deadlines. Approval of requests to receive payment for banked compensatory time is subject to availability of funds budgeted for this purpose. All banked compensatory time will be paid at the wage rate earned at the time exempt status was designated.

ARTICLE 27

WAGES

SECTION 1. BASE PAY: The pay schedule for the Durant Police Department shall be as set forth in Appendix A. Employees will be eligible for advancement to the next step in their pay grades on their annual action date.

SECTION 2. INCENTIVE PAY Parts A. through C. of Article 27 Section 2. are exclusive of each other (i.e., officers may receive only one of the incentive pays in A, B, or C below).

27-2.a. Each Police Officer who has earned a Bachelor Degree from an accredited college or university may receive an incentive per month over base salary as set out in the schedule in subsection F. Below.

27-2.b. Each Police Officer who has earned an Associate Degree or earned sixty (60) college credit hours may receive an incentive per month over base salary as set out in the schedule in part F below.

27-2.c. Each Police Officer may receive an incentive per month as set out in the schedule in part 2.f . below, over base salary, for every one-hundred (100) hours of CLEET continuing education training shown on their CLEET training record. The maximum amount of pay for CLEET hours shall be limited to a maximum credit of 1000 hours for CLEET training incentive, excluding Reserve Academy, Basic Academy and FTO Training Hours for employees hired after June 31, 2021. Each increase in pay shall only be figured per one-hundred (100) hour increments. It will be the officer's responsibility to see that his training records are kept up to date and documentation provided to the City Human Resources Department. Adjustments to pay shall begin with the pay period, following notification, to which educational benefits are commonly paid.

27-2.d. Each Police Officer who is assigned as a Field Training Officer (FTO) shall receive additional incentive pay in the amount of twenty dollars (\$20.00) per shift during any period in which an F.T.O. conducts field training.

27-2.e. Each Police Officer who is assigned as a CLEET certified instructor shall receive additional incentive pay in the amount of ten dollars (\$10.00) per month during any period as assigned.

27-2.f. The incentive pay schedule for each fiscal year of this three year Agreement shall be as follows:

<u>Incentive Class</u>	<u>Incentive per Month</u>
A. Bachelor's Degree	\$200.00
B. Associate's Degree	100.00
C. CLEET Training*	20.00
*Per 100 hours (Maximum credit 1000 hours)	

27-2.g. The College Tuition Reimbursement Program set out in the City of Durant Employee Handbook shall apply to police officers covered by this Agreement.

27-2.h. The field training supervisor shall receive one hundred dollars (\$100.00) per month to maintain and keep the program current. The assistant field training supervisor shall receive fifty dollars per month to oversee the field training of officers.

27-2.i. The Lieutenant assigned to the narcotics division of CID will receive hazardous duty pay in the amount of \$150.00 (one hundred and fifty dollars) per pay period due to required exposure to dangerous and deadly toxins encountered while processing clandestine methamphetamine laboratories. The Lieutenant in this position must have completed the required training and

possess a valid and current certification to identify, process, collect, dismantle, and transport the components of the clandestine laboratory to the Oklahoma State Bureau of Investigation Unit.

ARTICLE 28

LONGEVITY

SECTION 1. Longevity pay is made in recognition of an employee's continuous tenure and faithful service to the City. Longevity pay shall commence at time an employee has completed one (1) year of service and shall be paid at the rate of one quarter percent (1/4%) of the base pay, times the number of years completed up to and including the twenty-fifth(25th) year.

SECTION 2. Longevity pay will be paid each pay period to each member of the bargaining unit. Increases shall be effective on the first day of the next pay period following the employee's anniversary date.

ARTICLE 29**PROMOTION POLICY**

SECTION 1. When a promotional position comes open the city shall fill that position within sixty (60) days.

SECTION 2. Whenever a vacancy occurs for Captain, Lieutenant, or Sergeant positions, the City will provide study material for the test as appropriate. If, at the time of testing, more than one vacancy for a given rank occurs, all appointments will be made from one test. Test scores will not be carried forward to future vacancies. In order to test for Sergeant position, an applicant must have completed five (5) current uninterrupted years of service with the Durant Police Department before the testing date, provided that this provision shall not apply if there are fewer than two (2) applicants for Sergeant's position.

The written exam will account for 50% of the scoring and the oral interview will account for 50 %. The test will be developed by the Chief of Police consisting of no less than 100 questions dealing with the Policies and Procedures of the Durant Police Department and Oklahoma Law Titles 47, 21, 27, 37, 63, 29. Each member of the Bargaining Unit shall submit ten (10) questions to the Chief of Police. These questions shall become to pool in which the Chief of Police shall derive the test from. The oral interview will be conducted by a board consisting of the Chief of Police or his designee and a member chosen by the Chief of Police. The other members will be all of the available Captains of the Durant Police Department. Each member will score candidates on a scale of 0 to 100 points with the high and the low dropped. The remaining scores will be averaged to get the 50% oral score. Each board member may come up with his or her own criteria. Once an exam score and an interview score has been achieved the two scores will be averaged.

SECTION 3. Seniority points will be given at a rate of 1/2 a point for every year of service completed with no cap. Seniority points will be applied to the final score. In case of a tie between

two candidates the low score will be added to the average; and if this does not settle the tie, the high score will be added to the average. If the tie has not been settled at this point, then the tie will be settled by seniority.

SECTION 4. Each member will automatically move to Police Officer II level as they complete their basic CLEET Academy. Each member will also automatically move up to Police Officer III after they complete two (2) years of service with the Durant Police Department. Police Officer IIIs will be eligible to move to Master Patrol Officer after completing the requirement set forth in the Policy and Procedure Manual section #3-100A. This includes Four (4) years of current uninterrupted service at rank of Patrol Officer with the Durant Police Department. Five hundred (500) hours of CLEET training, not to include basic CLEET certification. The Five hundred hours shall include intoxilyzer operator certification, sixteen hours of first line supervisory training. The officer must not have been the recipient of any discipline resulting in time off without pay for the previous 24 months. The officers shall have received an overall Meets level in the annual evaluation for the preceding year.

SECTION 5. When a member is promoted, they will be on a twelve (12) month probation from the time of the promotion. While under this form of probation the member will be unable to test for the next higher rank, provided that this provision shall not apply if there are fewer than two (2) applicants for the open position.

SECTION 6. When financially feasible and a Patrol Officer position comes open the City shall fill that position within ninety (90) days or less from the time it comes open.

ARTICLE 30

PENSION AND RETIREMENT

SECTION 1. The City agrees to comply with all of the state laws governing the rules and regulation of the Oklahoma Police Pension and Retirement System.

SECTION 2. For those employees who are not covered under the Oklahoma Police Pension and Retirement System shall be covered by the City's retirement which is equal to the other City employee retirement. The City shall pay into their retirement the same as they do the other City Employees.

ARTICLE 31

UNIFORM AND FOOTWEAR ALLOWANCE

SECTION 1. Uniforms will be repaired or replaced by the City, when needed, as determined by the Chief of Police.

SECTION 2. The City shall provide initial clothing, uniform and equipment for new police officers.

SECTION 3. The City will provide a cleaning allowance of seventy- five dollars (\$75.00) per month payable the first pay period of each month to each member of the bargaining unit.

SECTION 4. The City will provide a footwear allowance of Ten dollars (\$10.00) per month, payable on the first pay period of each month, to each member of the bargaining unit.

SECTION 5. The City will provide a \$400.00 per year uniform allowance for uniform purchases for detectives and narcotics officers, to be given in one lump sum initially on the first occurrence for each detective or narcotics officer, and thereafter in the sum of \$33.00 per month allowance beginning in the thirteenth (13) month after the initial annual payment.

ARTICLE 32

INTENTIONALLY LEFT BLANK

ARTICLE 33**SHIFT/RANK STRUCTURE**

SECTION 1. Patrol Division: The Patrol Division will consist of three (3) shifts. Each shift will consist of a one (1) Captain, one (1) Lieutenant, one (1) Sergeant, and a number of Patrol Officers, as determined by the Chief of Police.

SECTION 2. Detective Division: The Detective Division shall have the following rank structure based on the number of persons assigned to the Detective's Division, as determined by the Chief of Police:

1st position available shall be filled by a Captain

2nd position available shall be filled by a Lieutenant

3rd position available shall be filled by a Sergeant

Any subsequent positions shall be filled as determined by the Chief of Police.

SECTION 3. All vacancies shall be filled within 60 days unless the City Council has declared by resolution a budget emergency. Any new position shall be filled by the established promotional policy under this agreement. Additional responsibilities to an existing position do not signify a new position unless a promotion in rank occurs.

SECTION 4. The number of commissioned officers for the Durant Police Department is set at forty-two (42) commissioned police offices. (per Memorandum of Understanding dated January 17, 2017)

ARTICLE 34**DURANT POLICE DEPARTMENT VEHICLE TAKE HOME POLICY**

No alcoholic beverages will be transported in a police vehicle unless it is in conjunction with official police business.

ADDITIONAL RESTRICTIONS

In addition to the previously mentioned restrictions on the use of the take-home vehicle, the following restrictions also apply:

No member of officer's family nor any other civilian personnel will operate the police vehicle.

Vehicles will be legally parked at all times and the operator will obey all traffic and parking ordinances, unless on an official police call.

In addition to the rules and regulations contained herein, all officers will strictly adhere to the rules, regulations, policies and procedures as set forth in the Durant Police Department Policy Manual.

KEY CONTROL

In keeping with the assigned officer's responsibilities for sole care and maintenance of his vehicle, the Transportation Supervisor will maintain master keys with tags bearing the assigned officer's name. No duplicate keys may be provided and no locks will be changed unless authorized in writing by the Transportation Supervisor.

Take-home vehicles parked at stations for whatever reason will not be issued and used as pool vehicles for on-duty officers except when authorized by the Chief of Police. Assigned and designated spare equipment will be utilized by on-duty officers to fill vehicular needs.

ANSWERING CALLS WHILE OFF-DUTY

Whether assigned or self-initiated, officers are expected to provide assistance to any and all persons in need, including motorists. Vehicle police radios will be turned on at all times when the vehicle is in operation. Officers will adhere to the following rules regarding dispatched calls:

Priority Calls — Officers are required to respond to any life-threatening police call in their immediate vicinity while operating in the police vehicle in an off-duty capacity, keeping in mind the safety of any passengers in the vehicle.

Once at the scene, the officer will remain at the location of the call until properly relieved by an on-duty officer or until the problem is concluded. An immediate report may be required and submitted, if necessary.

Routine Calls — Officers may voluntarily respond to routine calls while operating the vehicle in an off-duty capacity.

Traffic Violations — Officers may stop and cite motorists for traffic violations providing the observed violation is hazardous in nature. Officers should keep in mind that the general public expects an officer in a marked police vehicle to take enforcement action when a flagrant and hazardous violation is committed in the officer's presence.

ARTICLE 35**COLLEGE TUITION REIMBURSEMENT PROGRAM****PURPOSE**

The educational development of city of Durant employees is recognized and encouraged. This policy is established to provide higher educational opportunities for all employees of the city who meet the necessary criteria.

PROCEDURE

Tuition reimbursement will be limited to the three traditional semesters during the calendar year. The three semesters are:

Spring (First of January through the last of May)

Summer (First of June through the middle of August)

Fall (Last of August through the middle of December)

The City of Durant will participate in the cost and reimbursement of courses associated with an approved degree plan which are courses related to a municipal government career field or duties of the position currently held by the employee.

The maximum amount for which an employee may be reimbursed is six hundred dollars (\$600) per semester. Application forms and affidavits are available from the City Clerk's office

Any employee involved in the Tuition Reimbursement Program must turn in their Tuition Reimbursement application form one semester in advance. For example, if an employee is enrolled in the summer semester, an employee must also submit an application form with the anticipated classes that will be taken in the fall semester. Should any change occur at the enrollment date, the application form may be updated at that time.

A copy of the degree program, which includes a list of the required courses, must be completed to receive the particular college degree. This is to be submitted only once for each degree as long as an employee remains in the Tuition Reimbursement Program. In the event of a degree change, the employee shall resubmit a copy of the new degree program.

Reimbursement will be considered for all employees who submit the following required documentation immediately after enrollment of each semester to the city Clerk's office (for budgetary purposes). Requests for reimbursement must be submitted to the City Clerk's office within 45 days after the end of the semester for which reimbursement is sought. Any exceptions should be addressed in a memorandum to the City Clerk.

The employee shall complete and submit the following to the city Clerk's office:

A. A completed TUITION REIMBURSEMENT APPLICATION FORM with a copy of the receipt from the college or university indicating the amount paid for tuition and lab fees ONLY. The form must be signed and notarized. Acceptable documentation for proof of payment is listed below. Many schools include in the receipt listing the cost of tuition and lab fee and other fees which are not covered under the reimbursement, i.e. graduation fees, parking fees, activity fees, etc.

1. If payment is made with a check:
 - a. Copies or originals of the front and back of the canceled check used for payment.
 - b. If the employee does not receive canceled checks from the financial institution, the employee must provide a copy of the check receipt and a copy of the bank statement on which the payment is noted. Please highlight the payment record.
2. If payment is made with cash – a receipt reflecting cash payment. The receipt must show that it was prepared by the educational institution.
3. If payment is made via credit card – A copy of the credit receipt of payment and a copy of the monthly statement showing that the payment was processed.
4. If the course(s) is covered by a loan which the employee will repay – A copy of the loan contract reflecting the employee's obligation to repay the loan.

B. The employee will verify the information on the TUITION REIMBURSEMENT APPLICATION FORM in the event that any changes were made during the semester, i.e. classes changed or dropped. This form should have the updated information; and

C. A copy of the official school transcript listing the grades for each course completed.

ELIGIBILITY

Tuition and lab fee reimbursement are available only to employee who have successfully completed the initial hiring probation period.

Courses to be reimbursed should be offered for college credits on a term or semester basis IN RESIDENCE by a certified junior college, college, or university. Reimbursement is NOT available for vo-tech courses.

Employees must attend the college course(s) on their own time.

Employees who are the recipients of educational financial assistance (scholarships, grants, etc.) or other remuneration are NOT eligible to receive tuition reimbursement from the city, except as to the amount of tuition not covered by the financial assistance, up to the maximum of \$600 per semester. This restriction is not applicable to loans that must be repaid by the employee.

Each undergraduate and graduate course must be completed with a grad of "C minus" or better, or with evidence of "Satisfactory" completion in a non-graded course taken for college credit.

Reimbursement percentages are as follows:

Course completed with a grade of "A"	80%
"B"	70%
"C"	60%

The retirement, resignation, discharge or leave without pay status of an employee automatically terminates eligibility for the tuition Reimbursement Program

The City Manager or a designee will review all applications and approve or disapprove each one.

ARTICLE 36

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective on July 1, 2021 and shall remain effective until June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2021.

THE CITY OF DURANT, OKLAHOMA

BY _____

Mayor

ATTEST:

City Clerk

FRATERNAL ORDER OF POLICE

Lodge 113

Bargaining Agent

BY _____

President

F.O.P. Secretary

APPENDIX A

FY21/22 Base Pay Classification Scale for Durant Police Department								
Grade	Position Title	1	2	3	4	5	6	7
PD2	Police Officer II	\$45,181.72	\$46,820.44	\$48,518.59				
		\$1,737.76	\$1,800.79	\$1,866.10				
		\$21.06	\$21.83	\$22.62				
PD3	Police Officer III	\$50,000.42	\$51,813.90	\$53,693.17	\$55,640.59	\$57,658.64	\$59,749.88	
		\$1,923.09	\$1,992.84	\$2,065.12	\$2,140.02	\$2,217.64	\$2,298.07	
		\$23.31	\$24.16	\$25.03	\$25.94	\$26.88	\$27.86	
PD4	Master Patrol I	\$55,804.04	\$57,828.02	\$59,925.41	\$62,098.87	\$64,351.16	\$66,685.14	\$69,103.77
		\$2,146.31	\$2,224.15	\$2,304.82	\$2,388.42	\$2,475.04	\$2,564.81	\$2,657.84
		\$26.02	\$26.96	\$27.94	\$28.95	\$30.00	\$31.09	\$32.22
PD5	Sergeant	\$61,935.67	\$64,182.04	\$66,509.89	\$68,922.16	\$71,421.93	\$74,012.36	\$76,696.75
		\$2,382.14	\$2,468.54	\$2,558.07	\$2,650.85	\$2,747.00	\$2,846.63	\$2,949.88
		\$28.87	\$29.92	\$31.01	\$32.13	\$33.30	\$34.50	\$35.76
PD6	Lieutenant	\$72,397.89	\$75,023.72	\$77,744.79	\$80,564.54	\$83,486.57	\$86,514.59	\$89,652.42
		\$2,784.53	\$2,885.53	\$2,990.18	\$3,098.64	\$3,211.02	\$3,327.48	\$3,448.17
		\$33.75	\$34.98	\$36.24	\$37.56	\$38.92	\$40.33	\$41.80
PD7	Captain	\$80,412.54	\$83,329.06	\$86,351.36	\$89,483.27	\$92,728.78	\$96,092.00	\$96,332.23
		\$3,092.79	\$3,204.96	\$3,321.21	\$3,441.66	\$3,566.49	\$3,695.85	\$3,705.09
		\$37.49	\$38.85	\$40.26	\$41.72	\$43.23	\$44.80	\$44.91

Note: Bi-weekly rate is for illustrative purposes only

APPENDIX C
TUITION REIMBURSEMENT APPLICATION FORM
MUST BE SUBMITTED WITH DOCUMENTATION

Application Information:

Name: _____ Date Employed _____

Home Address _____

Emp ID# _____ Rank: _____

School and Course Information:

Name/Address of School _____

Type of Degree/Major: _____

<u>Course Title</u>	<u>Tuition Cost (per credit hour)</u>	<u>Lab fee</u>
---------------------	---------------------------------------	----------------

Year and Term: _____ Total Credit Hours: _____ Total Cost _____

Semester: _____ Semester Ends: _____

I understand that requests for reimbursement are due within 45 days after the semester ends. There will be no exceptions. Please attach the following documents: itemized receipt for payment of course(s), proof that you personally paid for the course(s), and a transcript of satisfactory completion listing the grades for each course completed.

Signature _____ Date: _____

*******Reimbursement Affidavit*******

I hereby certify that I, _____ paid \$ _____, for tuition/lab fees only for the above courses on _____
 (Date)

(Signature)

Subscribed and sworn to before me this _____ day of _____
 (SEAL)

(Signature)

Subscribed and sworn to before me this _____ day of _____
 (SEAL)

(Notary Public)

My Commission expires:

Administration Use Only	
Recommend Approval: Yes _____ No _____	Signature of Director of Training _____
Approval: Yes _____ No _____	

CITY MANAGER



The City of Durant

Memorandum

Date: 6/29/2021
To: Mayor and City Council
From:
Re: Receive Governing Board Training from the Oklahoma Municipal Assurance Group (OMAG)

The City of Durant participates in the Recognition Program offered by the Oklahoma Municipal Assurance Group (OMAG). Training is offered to city council members on an annual basis. The public is welcome to attend this two hour session.

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS: