

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF CLINTON, OKLAHOMA

AND

FRATERNAL ORDER OF POLICE, LODGE #233

FISCAL YEAR 2023-2024

Article#	Article Name	Page #
	Preamble	4
Article 1	Purpose of the Agreement	5
Article 2	Recognition	5
Article 3	Authority and Term	6
Article 4	Prohibition of Strikes	6
Article 5	Mutual Responsibility to Assure Equality of Treatment	7
Article 6	Management Rights & Responsibilities	8
Article 7	Prevailing Rights	9
Article 8	Grievance Procedure	10
Article 9	Holidays	12
Article 10	Sick Leave	12
Article 11	Hours of Work	13
Article 12	Overtime & Call Back	14
Article 13	Wages & Longevity	15
Article 14	Vacation Leave	15
Article 15	Training	16
Article 16	On the Job Injury	17
Article 17	Other Leaves	17
Article 18	Medical Insurance	18
Article 19	Personnel Files	18
Article 20	Residency Requirement	19

Article 21	Personnel Reduction	19
Article 22	Drugs & Alcohol Policy	20
Article 23	Personal Items to be Replaced	20
Article 24	Uniforms and Equipment	21
Article 25	Bargaining Agent Security	21
Article 26	Officer Bill of Rights	22
Article 27	Safety	23
Article 28	Seniority	24
Article 29	Savings Clause	24
Article 30	Successors and Assigns	25
Article 31	Promotional Procedures	25
Article 32	Personal Appearance Standards	29
Article 33	Signature Page	32

PREAMBLE

This Agreement is entered into this ___ day of ____ 2023, by and between the City of Clinton, hereinafter referred to as "City," and Fraternal Order of Police, Lodge #233, hereinafter referred to as "Lodge." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any disputes which may arise. This Agreement may be amended by mutual agreement of the parties, which amendment must be reduced to writing, executed by both parties, and attached hereto. This Agreement is the first Collective Bargaining Agreement entered into between the parties.

ARTICLE 1

PURPOSE OF THE AGREEMENT

1.1 This Agreement, entered into by the City and the Lodge, as the collective bargaining agent pursuant to O.S. Title 11, Section 51-101 *et.seq.* as amended, is made for the purpose of creating in full force and effect the first Labor Agreement between the City and the Lodge for Fiscal Year 2023-24.

- a. Establish wages, hours, benefits, grievance procedure, and other conditions of employment of represented officers of the Clinton Police Department;
- b. Provide for quality law enforcement and police services throughout the City's boundaries on an uninterrupted basis for the benefits of the citizens of Clinton; and
- c. Assist in the amicable adjustment of labor disputes.

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Lodge as the exclusive bargaining agent for all permanent, full time, commissioned officers employed by the Clinton Police Department except:

- a. The Chief of Police;
- b. Designated Administrative Assistant;
- c. Probationary Employees;
- d. Dispatchers;
- e. Other civilian personnel.

2.2 An employee who, at the time of initial employment, is CLEET certified will be considered probationary employees for a period of twelve (12) months from the date of employment. Employees who, at the time of initial employment, are not CLEET certified will be considered probationary employees for a period of twelve (12) months after becoming certified. To properly evaluate a new employee, an officer must have a minimum of eleven (11) months of active service before being released from probationary status. If the new officer does not have eleven months of active service, his/her probation will be extended until the officer has eleven months of active service. Probationary police officers will be paid and receive benefits in accordance with Articles 9, 10, 13, 14, 17, and 18 but will not be covered by any other provisions of this Agreement including, but not limited to, Article 8, grievance procedure.

ARTICLE 3

AUTHORITY AND TERM

3.1 The City and the Lodge have, by these presents, reduced to writing the Agreement entered into by the City and the Lodge through the collective bargaining process as that term is defined in O.S. Title 11, 51-101 *et. seq.*

3.2 This Agreement will become effective upon execution by both parties and then will remain in full force and effect until midnight (12:00 p.m.) on July 1, 2024.

3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as matters of collective bargaining, it will be the obligation of the Bargaining Agent to serve written notice of a request for collective bargaining on the City no later than February 15th for the upcoming fiscal year.

3.4 The term of this Agreement will not exceed one (1) year.

3.5 It shall be the obligation of the City and the Lodge to arrange to meet at a reasonable time and confer in good faith within ten (10) days after receipt of written notice requesting a meeting for collective bargaining as required by the Fire and Police Arbitration Act.

3.6 In the event the City and Lodge are unable, within thirty (30) days from and including the date of the first meeting, and after at least two negotiating sessions have been held, to reach an agreement on a contract or any modifications thereof, any and all unresolved issues may be submitted to arbitration upon request of either party.

3.7 Any and all-time limits found in this Agreement may be mutually waived in writing and signed by both parties.

ARTICLE 4

PROHIBITION OF STRIKES

4.1 The Lodge and the City are well aware of the public policy of the State of Oklahoma and the necessity that there will be no strikes or other action which would tend to disrupt those services traditional to the City.

4.2 Neither the Lodge, nor any of its officers, agents, or employees, nor any of the employees for which it bargains, will, in any manner, coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, engage in, condone, or encourage any member of the bargaining unit to participate in any strike, work stoppage, or slowdown. The

Lodge will neither aid nor assist any person or party engaging in any such conduct, nor will the Lodge provide funds, financial and other assistance to support, encourage, or direct such conduct or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that the Lodge may provide legal representation for itself or persons accused of such prohibited conduct and activities.

4.3 Upon notification, confirmed in writing, by the City to the Lodge, that certain of its members are engaging in prohibited activities or a strike, the Lodge will immediately, in writing, order such members to cease such prohibited activities and/or to return to work at once and will provide the City with a copy of such order and responsible officials of the Lodge will publicly order its members to cease engaging in such prohibited activities and to return to work. Such notification by the Lodge will not constitute an admission by it that a strike is in progress or has taken place or that a particular member is, or has engaged in, prohibited activities or a strike. The notification will be made solely on the representative of the City. In the event that a strike occurs, the Lodge agrees to take all reasonable, effective, and affirmative action to ensure the members return to work as promptly as possible.

4.4 The Lodge will not be in breach of this Agreement where the acts or actions herein before enumerated are not caused or authorized by the Lodge unless condoned by the Lodge either expressly or by its failure to comply with the provisions of this section. It is the understanding of the parties hereto that a strike, work stoppage, or work slowdown constitutes a serious breach of this Agreement and will in and of itself constitute grounds for discharge or any other disciplinary action deemed appropriate for any member who engages in such activities.

ARTICLE 5

MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

5.1 Neither the City nor the Lodge will discriminate against any applicant for employment or any employee because of membership or non-membership in any church, society, fraternity, or labor union, or on the basis of race, creed, color, national origin, gender, sex, sexual orientation, age veteran status, gender identification or affiliation or handicap status, except for the standard minimum employment ages and bona fide occupational qualifications. It is expected that all Employees will follow this same policy in their relationships with fellow employees.

5.2 No applicant for employment or employee will be required, as a condition of employment, to become a member of the Lodge.

5.3 The City and Lodge agree to comply with all state and federal employment mandates. Should any provision of this Agreement be found to be in conflict with any state or federal mandate, the provisions of the state or federal mandate will supersede this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 The Lodge recognizes the prerogative and responsibility of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, granted, or modified by this Agreement are retained by the City. All rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively the rights of the City.

6.2 Except as may be limited herein, the City retains all rights it now has in accordance with the Constitutions of the United States of America and the State of Oklahoma; the laws of the State of Oklahoma, whether by statute, case law, administrative agency or otherwise; the laws of the United States of America, whether by statute, case law, administrative agency or otherwise; and the powers, rights, responsibilities and duties contained in the Charter of the City of Clinton, and the rules, policies, resolutions, ordinances and regulations promulgated there under. These management rights include, but are not limited to, the following:

- A. The determination of departmental policy, including the right to manage the affairs of the Department in all respects unless specifically modified by this Agreement;
- B. Right to assign work hours, including shift assignments and overtime;
- C. The right to establish, modify or change work schedules and the manning of vehicles;
- D. The right to assign employees to other bargaining unit duties within the Department;
- E. The right to direct the members of the Department including the right to hire, promote and transfer employees, and the right to suspend, demote, take disciplinary action or discharge for just cause, provided, however, that a demotion may take place during a promotional probation;
- F. The right to determine the table of organization, including the right to organize and reorganize the Department and the right to determine the size of the workforce, job classifications and ranks based on duties assigned;
- G. The determination of safety, health, and property protection measures;
- H. The determination of qualifications and policy affecting the selection and hiring of new employees;
- I. The selection, promotion, or transfer to supervisory and administrative positions;
- J. The determination and implementation of policies affecting the standards of training;
- K. The allocation of work or assignments;

- L. The scheduling of operations and the determination of the number, types, and duration of hours of assigned duties;
 - M. The transfer of work from one bargaining unit position to another bargaining unit position within the Department;
 - N. The introduction of new, improved, or different methods and techniques of operations or the change in existing methods and techniques;
 - O. The determination of the number of ranks and the number of employees in each rank;
 - P. The determination of the amount of supervision necessary;
 - Q. The establishment, modification and enforcement of rules, regulations, policies, and procedures. When the rules, regulations, policies, or procedures are reduced to writing, each employee of the bargaining unit will be provided with a copy of the same. The City specifically reserves the right to enforce such other rules, regulations, and orders as necessary to carry out the rights of management contained in this Agreement;
 - R. To control the department's budget;
 - S. The right to take whatever action may be necessary to carry out the mission of the City in situations of emergency;
 - T. The right to determine the equipment to be used; and
 - U. The right to determine the level of manning on each shift.
- 6.3 The rights and powers of management set forth in this Agreement do not list or limit all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City not specifically limited by this Agreement, remain vested exclusively in the City.

ARTICLE 7

PREVAILING RIGHTS

7.1 All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Clinton Police Department currently in effect for and with respect to the members of said Police Department on the effective date of this Agreement, which are not included in this Agreement, will remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 A grievance is a controversy or dispute between the Lodge and the City involving the interpretation, enforcement, or application of a specific provision of this Agreement.

8.2 It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and the occurrence giving rise to the grievance and between steps of the grievance procedure and the time in which an answer must be given in each step of the process.

8.3 The Employee, along with the Lodge President or his authorized representative, may report an impending grievance to the Police Chief or his designated representative in an effort to forestall its occurrence. The failure of the Police Chief or his designated representative to act will not be deemed an event constituting a grievance, nor will it be interpreted to waive any rights of any party to this Agreement. The Employee or the Lodge may, in either event, proceed to file a grievance. It is specifically understood and agreed that the election to file a grievance by or on behalf of an employee under this Article waives the right of the employee to pursue any other remedy under the City Charter, the city ordinances, or the personnel policies of the City.

8.4 An Employee or Lodge grievance will be processed and adjusted in the following manner:

a. Within ten (10) business days of any grievable act, a grievance must be submitted, in writing, by the Employee and the Lodge President or his designated representative to the Police Chief or his designated representative. The Chief or his designee will submit an answer in writing within ten (10) business days to the Employee involved and to the Lodge President or his designee.

b. If the grievance is not settled by the provisions of Section 8.4(a), it will be submitted in writing to the Lodge Grievance Committee. Within ten (10) business days from the date of the response of the Chief of Police, the Lodge Grievance Committee will determine, in its sole discretion and judgment, whether or not a grievance exists.

c. If the Lodge Grievance Committee finds a grievance does exist, the Committee will submit the grievance in writing, to the City Manager for adjustment within ten (10) business days from the date of the response of the Chief of Police, with a copy to the Employee, if applicable.

d. If the Lodge Grievance Committee finds a grievance does not exist, the Grievance Committee will notify the Chief of Police and the Employee involved of its decision within ten (10) business days of receipt of the Chiefs written response and the Lodge's involvement in the grievance will cease.

e. Within five (5) business days of receipt of notice from the Grievance Committee of its determination that a grievance does not exist, the Employee, being responsible solely for his/her

expense, and only in cases of disciplinary action of a suspension without pay or above against the employee may request, in writing, that the City Manager review the situation. The request must set forth in detail the reason(s) why the Employee believes the event leading to the filing of the grievance was incorrect.

f. The City Manager, within ten (10) business days of receipt of a request for review from an individual employee, will submit his response, in writing, to the employee, with a copy to the Chief of Police and the Lodge.

g. In the event of a grievance submitted by the Lodge, the City Manager will submit an answer in writing to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days.

h. If the City Manager and Lodge Grievance Committee have not settled the grievance within that time, the Lodge may elect to submit the matter to arbitration under the procedures set forth below.

1. Within ten (10) business days after response by the City Manager, Lodge will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service;

2. Within seven (7) calendar days from the receipt of such panel, a representative of the Lodge and the City will meet and alternately strike names until one (1) arbitrator remains who will be selected as the impartial arbitrator. The party requesting arbitration will strike the first name.

3. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for the Arbitration Hearing will be set, as soon practical from the date the arbitrator is notified of his selection whenever possible.

4. Within sixty (60) days after the conclusion of the hearing, the arbitrator will issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion will be mailed or delivered to the Lodge and the City. The date may be extended by mutual agreement of the parties.

5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decisions, findings, and recommendations of the arbitrator will be final and binding upon the parties to this Agreement.

6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator will have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This will not preclude individual wage grievances.

7. The cost of the impartial arbitrator will be shared between the Lodge and City. If a transcript of the proceedings is requested, then the cost will be shared between the Lodge and the City.

8. All time limits set forth in this Article may be extended by mutual agreement only in writing, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she will have no further right to continue the grievance and the same shall be considered waived. Should the City fail to respond within the specified time limits, the grievance will proceed to the next step.

9. The decision of the Lodge to file a grievance on behalf of an individual employee constitutes a waiver of the employee's right to seek a hearing before the Personnel Review Board as provided in Article 8 of the City Charter.

NOTE: "Business day" is defined as Monday through Friday, excluding holidays or any day when City Hall is not open for business.

ARTICLE 9

HOLIDAYS

9.1 All employees covered by this agreement will be entitled to the same holidays approved by the City Council for Fiscal Year 2023-24 as set forth in Section 400 of the current City of Clinton Employee Handbook. Should an employee be required to work on an authorized holiday, as directed by the Police Chief, he/she will receive compensation for all time actually worked plus one shift equivalent in holiday pay at his/her base rate of pay or one additional shift off at the election of the employee.

9.2 If the holiday occurs during the time an employee is either on vacation leave or days off, he/she will be compensated for the holiday at his/her base rate of pay.

ARTICLE 10

SICK LEAVE

The City and the Lodge realize that any abuse of sick leave would have a negative impact on the operations of the Department and will work jointly to ensure that the privilege of sick leave is not abused.

10.1 Sick leave will accrue at the rate of 3.08 hours bi-weekly as provided in the Employee Handbook up to a maximum of 480 hours. Subject to the provisions of this Agreement, sick leave accrual will begin upon employment.

10.2 Sick leave may only be used for the employee's own personal illness or injury or that of a member of the employee's immediate family (except for those matters set forth in Section 10.3, below), which is defined as: spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, persons who raised (parented) an employee, or a member of the family residing at the employee's residence or for an employee's approved scheduled visits with a health care provider or as authorized by the Family and Medical Leave Act.

10.3 Any employee having over two hundred forty (240) hours of accrued sick leave may donate up to forty (80) hours of his/her accrued sick leave to any other employee of the City when that receiving employee has completely exhausted his/her accrued sick leave.

10.4 In the case of absences for three (3) or more consecutive workdays, a physician report and release for full duty must be received.

10.5 Excessive sick leave usage may be cause for an employee to be placed on "physical report status." An employee on physical report status will be required to provide a statement from a health care provider for each absence for the next six (6) months. Excessive sick leave use as used in this subsection means four or more sick leave shifts in any three-month period where the employee does not provide a statement from a health care provider to support the use of sick leave.

10.6 An employee who uses sick leave the day before or the day after a vacation day or a scheduled holiday leave may be required to provide a written statement from a health care provider establishing the need for the absence if the employee is suspected of abusing sick leave. Failure to provide a requested statement from a health care provider will result in the leave being charged as leave without pay. This provision does not apply to an employee who is already on sick leave status.

10.7 The use of sick leave for purposes other than those authorized above will be subject to disciplinary action by the Chief of Police.

ARTICLE 11

HOURS OF WORK

11.1 Members of the Patrol Division will normally be scheduled to work 12-hour shifts. The standard work week for the Patrol Division employees shall be three (3) consecutive days of twelve (12) hour workdays with four (4) days off for one week and then four (4) consecutive days of twelve (12) hour workdays with three (3) days off. The Chief of Police retains the right to modify this schedule if manpower drops below the current level of CLEET

certified patrol officers who have completed field training. If manpower drops below the current level of CLEET certified officers who have completed field training, and a modification to this schedule becomes temporarily necessary, the Chief of Police may make the necessary changes. Before doing so, he will consult in good faith with the FOP. Any change will be reevaluated at least quarterly to determine if manpower levels allow for a return to the normal patrol schedule.

11.2 The standard work week for non-uniformed employees shall be five (5) continuous days of eight (8) hour workdays with two (2) days off or four (4) continuous days of ten (10) hour workdays with three (3) days off. Shift choice shall be that of the officer and approved by the Chief of Police or his designee. Every effort should be made to grant the shift request of each officer.

11.3 Time worked will include all actual hours worked for the purpose of determining entitlement to overtime compensation under Article 12 of this Agreement.

11.4 On a temporary basis, and upon written notice to the impacted officer(s) stating the necessity of such, the Police Chief has the discretion to change the time shifts begin and end for one or more uniformed officers, as long as they remain twelve (12) hours in length and subject to the shift bidding process the Police Chief will have the right to determine which officers will work any particular shift.

ARTICLE 12

OVERTIME AND CALL BACK

12.1 All non-exempt employees will be entitled to overtime after the employee has worked in excess of one eighty-six (86) hours in a fourteen (14) day pay cycle. Employees will receive, at the option of the employee, either compensatory time or paid overtime at time-and-one-half the base rate of pay as determined under the Fair Labor Standards Act and applicable regulations for all hours worked in excess of eighty-six (86) hours in each fourteen (14) day pay cycle. No employee may accumulate more than one hundred twenty (120) hours of compensatory time off. After an employee has accumulated one hundred twenty (120) hours of compensatory time off, the employee must either: 1) request to take additional overtime paid time at times and one half the base hourly rate; or 2) ask to take time off if the request would not negatively impact scheduling.

12.2 Any employee required to return to duty from their off-duty time shall receive a minimum of two (2) hours of compensation at one and one-half (1 1/2) times the regular hourly rate of pay, or compensation time off at one and one-half (1 1/2) times the regular hourly rate of pay. This does NOT include "hold over" or a change in assignment that is continuous following a normal shift. Call back time is compensable at the overtime rate regardless of the actual number of hours worked during the work week.

ARTICLE 13

WAGES AND LONGEVITY

13.1 Bargaining Unit members shall be compensated pursuant to the Pay Schedule attached hereto as Appendix "A" for Fiscal Year 2023-24.

13.2 Longevity will commence at the beginning of the thirteen months for employees and shall be paid as follows:

<u>Years</u>	<u>Rate</u>
1-5 years	\$6.00 per month multiplied by the number of years (example – years of service = 36 months x \$6.00 = \$216.00)
6-10 years	\$6.50 per month
11-15 years	\$7.00 per month
16-20 years	\$7.50 per month
21+ years	\$8.00 per month

ARTICLE 14

VACATION LEAVE

14.1 Employees will accrue vacation leave based on continuous years of service as follows:

0-5 years	3.08 hours per pay period	80 hours per year
6-10 years	3.70 hours per pay period	96 hours per year
11-15 years	4.62 hours per pay period	120 hours per year
16-20 years	5.24 hours per pay period	136 hours per year
21+ years	6.16 hours per pay period	160 hours per year

14.2 Employees are not authorized to take accrued vacation leave during the first six (6) months of employment.

14.3 Employees may only carry over a maximum of two hundred forty (240) hours of accrued vacation time from fiscal year to fiscal year.

14.4 An employee requesting vacation leave should make such request at least three shifts in advance. The Police Chief or his designee will try to accommodate all requests if manpower is available, but in any event, the granting of leave or the refusal thereof is ~~in~~ at the sole discretion of the Police Chief or his designee. No more than one hundred forty (140) hours of consecutive leave may be taken at any time absent special circumstances.

14.5 Any employee who has accrued more than one hundred forty (140) hours of vacation leave may donate up to forty (40) hours of accrued vacation leave to another employee.

14.6 Upon separation from the Police Department, members of the Lodge will be paid for all unused vacation leave at his/her regular hourly rate of pay up to two hundred forty (240) hours.

14.7 When more than one member in the same rank requests vacation time off, the member with the most seniority in the rank will have preference. In addition, special consideration will be given to unusual circumstances such as family emergencies and personal illness.

ARTICLE 15

TRAINING

15.1 The City will provide each employee with the minimum number of hours annually required to maintain CLEET certification.

15.2 Employees will have an equal opportunity to receive additional education which may be offered by the Department.

15.3 Prior approval for any training by an Employee must be obtained from the Police Chief or his designee. Without prior approval, the City is neither required to recognize the educational training for any purpose nor is the City required to pay for the training nor reimburse the Lodge member for related expenses.

15.4 If an employee completes a certified course without prior approval from the Police Chief or his designee, the employee will receive credit for the course, but the City is not required to pay for the training, nor reimburse Lodge members for related expenses.

ARTICLE 16

ON THE JOB INJURY

16.1 Whenever any employee is unable to perform his/her duties because of sickness or temporary disability caused or sustained while in the discharge of his/her duty, the member will be paid by the City in compliance with the then existing provisions of the Oklahoma Police Pension and Retirement statutes, 11 O.S. Section 50-116.1, currently not to exceed six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months.

16.2 Should an Employee receiving compensation from the City under the Police Pension and Retirement System statutes also receive temporary total disability payments, and should the salary of the member under this Article exceed any temporary disability benefit paid to the member under the Oklahoma Workers Compensation Statutes, as amended from time to time, the employee must remit said temporary disability benefits to the City while the member is sick or temporarily disabled leave.

16.4 An Employee who is unable to work due to a sickness or temporary disability caused or sustained while in the discharge of his or her duties for the Department will not be eligible to work at any secondary employment without the specific written permission of the Chief of Police.

ARTICLE 17

OTHER LEAVES

17.1 Funeral Leave. An Employee will be granted up leave as provided in the Employee Policy Handbook to attend the funeral of members of their immediate family as defined in the Employee Policy Handbook Section 411.

17.2 Jury Leave. Any Employee who is called for jury duty in any municipal, county, state, or federal court, will be placed on Jury Leave for the hours spent in service and will be paid at his/her normal base rate of pay based on the hours the employee would normally be scheduled to work during such time of service not to exceed thirty (30) days. Jury Leave will be granted under the following conditions:

- a. The compensation paid to the employee for such duty by the court must be returned to the City. Any travel expense paid by the court may be kept by the employee.

- b. If released from jury duty, even for a portion of a day, the employee must report to work.
- c. Employees will be granted leave with pay when required to serve as a third-party witness in any such court in an official capacity as an employee of the City.
- d. The provisions of Section 17.2 will not apply in matters in which the employee is a litigant such as a petitioner, respondent, plaintiff, or defendant unless job related or in those instances where the employee is called as a witness for a third party. In these situations, the employee may use vacation leave and/or compensatory time or be granted leave without pay upon exhaustion of these accrued benefits for the length of the litigation.

17.3 Military Leave. The City will comply with Federal and State Statutes, as may be amended from time to time. An employee is required to provide his/her drill schedule and all orders for military service to the Chief of Police as soon as the same are received so that adequate arrangements may be made to cover the shifts of the employee.

17.4 Other Leave. An Employee will be granted other leaves as provided in the Employee Policy Handbook Section 411.

ARTICLE 18

MEDICAL INSURANCE

18.1 The City will provide group health, dental, vision and life insurance plans to members on the same terms and with the same scope of coverage for such group insurance plans as is provided to other City employees.

ARTICLE 19

PERSONNEL FILES

19.1 A permanent record will be maintained for each employee. This record will contain all reports and documents related to employment and performance. These files are the property of the City and are confidential. It is agreed that whenever materials concerning investigations, complaints, reprimands, or counseling sessions for violations of any rules, regulations, or policies that might be considered detrimental to an employee's advancement or future with the Department are to be placed in the employee's file, the Police Chief will notify the employee and the employee will have the opportunity to attach any response to such action.

19.2 An employee will be allowed to review his/her personnel file under supervision during regular business hours upon written request to the Police Chief.

ARTICLE 20

RESIDENCY REQUIREMENTS

20.1 For the purposes of this Article, an employee's place of residence is his/her principal place of domicile. Officers are required to notify the Police Chief within one (1) week following any change in their place of residence. In this regard, it is understood and agreed by the parties that a violation of this address change notification requirement is not, and will not be considered or treated as, a violation of the residency requirements set forth in this Article. Therefore, although an employee's failure to provide the required address change notification within the prescribed one (1) week period may be considered as cause for disciplinary action, such failure will not be considered grounds for dismissal.

20.2 Employees are required to live within a twenty-five (25) mile radius of the City limits. Employees who are provided with a take-home unit must live within fifteen (15) mile radius of the city limits. All take home units must be parked in a secure location and not on any public street.

ARTICLE 21

PERSONNEL REDUCTION

21.1 In the case of a personnel reduction, the employee with the least seniority in a given rank will be laid off first. In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee in the Department will be counted. No new employee will be hired or promoted to the effected rank until the laid-off employees have been given an opportunity to return to work. The automatic right of recall will expire two (2) years after lay off.

21.2 Whenever possible and where it would not violate state law, fourteen (14) days' notice shall be given by the City to the employee who is to be laid off. Upon being extended an offer to return to work, the employee will be notified by registered mail and will have ten (10) calendar days to respond before the City hires another employee for that position.

21.2 Seniority will commence from the date of initial employment. However, until the employment probation is completed, the employee will not attain seniority status.

21.4 Seniority is defined as the amount of time as a full time paid, law enforcement officer with the Clinton Police Department. Rank, seniority in rank, and then departmental seniority will be a factor among other factors in connection with the following:

- a. Time when annual vacation is granted;
- b. Assignment of days off;
- c. Time when compensatory leave is granted after staffing considerations.

ARTICLE 22

DRUGS AND ALCOHOL POLICY

22.1 The parties have agreed to abide by the City's drug and alcohol policy and testing procedures in effect as of July 1, 2023.

ARTICLE 23

PERSONAL ITEMS TO BE REPLACED

23.1 The City will repair or replace in its sole discretion the employee's personal property that is damaged or destroyed while in the line of duty performing his/her assigned duties unless the employee was negligent or responsible for the damage. Whenever possible, the employee will present the damaged item for inspection by the City. If it is determined that an item cannot be repaired, the employees will be entitled to have certain personal items replaced up to \$75.00 per item except up to a maximum of \$250.00 for prescription eyeglasses or sunglasses; a maximum of \$200 for dentures; and a maximum of \$100 for a watch with proof of cost of the item.

23.2 In the event that the City fails to provide an employee with a piece of the equipment listed on Appendix B and the employee is using his/her personal equipment that is damaged or destroyed in the line of duty, the City will repair or replace that item.

23.3 Every application for replacement of a personal item shall be reviewed by the Chief of Police who shall determine whether or not an item of personal property was damaged or destroyed while the officer was in the performance of his or her duties. The City Manager shall make the final determination.

ARTICLE 24

UNIFORMS AND EQUIPMENT

24.1 The City will provide each officer of the Department with the uniforms and equipment outlined on Appendix "B" attached hereto and incorporated herein by this reference.

ARTICLE 25

BARGAINING AGENT SECURITY

25.1 The Lodge shall be granted eighty (80) hours off per fiscal year with pay for the purpose of conducting FOP business. Such leave for FOP business shall be limited to attending conventions, seminars or workshops, preparation of grievances, and preparation for and participation in arbitrations, contract negotiations etc. For the purpose of contract negotiations, this paid leave is available for a maximum of three (3) members at one time. Time spent by on-duty personnel on contract negotiations shall not count toward the eighty (80) hours above set forth. The specific Lodge member(s) who shall be allowed to take said time off with pay is to be determined by the FOP President. Written notice for Lodge business leave shall be forwarded to the Police Chief at least three (3) days in advance. Time off for Lodge business shall have the prior approval of the Police Chief, or his or her designee, and will not be unreasonably denied.

25.2 The City agrees not to enter into any other agreement, written or verbal, with any employee association or department association which in any way conflicts with the provisions of this Agreement. The City further agrees not to discriminate against any employee for activity on behalf of, or membership in the Lodge.

25.3 No officer shall be required to participate in any City sponsored or recognized charity, nor shall any officer be discriminated against for failure to so participate. No officer shall be subjected to a review of his/her personnel records to determine the officer's participation or non-participation in any City sponsored charity.

25.4 The Lodge will be permitted to hold one (1) regular and one (1) special meeting per month in the Police Department Conference Room with the understanding that permission, time, and location of such meetings must be approved by the Police Chief or his designee prior to said meetings and that use of any location in the Police Department facility shall be available solely upon the approval of the Chief of Police. It is understood the Lodge and The City will cooperate in this agreement and excessive requests will not be made by the Lodge and permission to hold meetings will not be unreasonably denied by the City, so long as the meetings do not impede or interfere with normal operations of the Police Department.

ARTICLE 26

OFFICER BILL OF RIGHTS

All complaints, whether internal or external, will be handled pursuant to Policy Chapter 36 Internal Affairs consistent with the following:

26.1 Whenever an employee of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department or other city departments, for any reasons which could lead to the employee being disciplined in any manner, such interview or interrogation shall be conducted under the following conditions:

- (a) If known, the employee shall be informed of the names of all complainants and shall be given a copy of any complaint or statement of the factual allegations upon which the complaint is based if there is no written complaint.
- (b) The Officer's Bill of Rights shall not apply to routine questioning or inquiries of employees by a supervisor during the normal course of duty unless the involved employee or supervisor determines that disciplinary action may occur as a result of the officer's activities. Preliminary discussions with supervisory personnel within the Police Department not involved in the investigation shall be limited to giving notice to the employee of the complaint received. Preliminary discussions shall not include questioning or require oral or written documentation about the complaint.
- (c) The employee under investigation shall be informed of the rank, name, and command of the investigator or the name and position of any outside investigator or official in charge of the investigation, the name of the interviewing official or person conducting the interview and all persons present during the interrogation or interview. All questions directed to the employee during the interview shall be asked by and through one and only one person at any time and the employee shall be given an opportunity to respond.
- (d) Prior to any interview or special examination, the employee shall receive a confidential written notification of the complaint. This notification will include a copy of the original complaint or a summary adequately listing the relevant facts and a reference to the employee's rights and responsibilities during the investigation.
- (e) The involved employee will be afforded his/her constitutional rights in an administrative investigation, in accordance with the "Garrity Decision." The employee will also have the right to consult with a representative of his or her choosing and have the representative present during any questioning or interviews. The representative is present to assist the employee and may attempt to clarify the questions or facts as presented.
- (f) All interviewing shall be specifically, directly, and narrowly related to the employee's actions which formed the basis for the investigation.

- (g) Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
- (h) The employee being interviewed shall not be subjected to any questioning intended to confuse or entrap the employee into providing conflicting responses or to use offensive language or threatened with transfer, dismissal, or disciplinary action. An employee may be informed that a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
- (i) The interviewing of the employee under investigation may be recorded at the discretion of the investigating officials. Employees under investigation may record the proceedings with the employee's own equipment at the employee's own expense. Records and tapes compiled by the City shall be retained by the City and may be used at the discretion of the City in administrative hearings or for other administrative purposes.

26.2 An employee under administrative investigation shall receive written notification from the Chief of Police or his/her designee as to the status of the investigation and why it is still continuing if the investigation has not been completed within 90 days. An employee under investigation shall receive written notice from the Chief of Police or his/her designee as to the outcome of any investigation.

26.3 Prior to discipline that may include a loss of pay, demotion, or termination there shall be a pre-determination hearing. The employee shall be entitled to certain rights, including:

- (a) Written notice of the charges against the employee at least five (5) business days prior to the pre-determination hearing.
- (b) An explanation of the City's evidence.
- (c) An opportunity to present the employee's side of the story.
- (d) The right to a representative appointed by the FOP to assist the employee in the pre-determination hearing.
- (e) The right to call witnesses on his or her behalf and the right to personally respond to the allegations and evidence in the pre-determination hearing.
- (f) The right to examine any witnesses presented during the pre-determination hearing.

ARTICLE 27

SAFETY

27.1 The Lodge and the City agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure and discussion of any information, results of surveys,

and/or studies, new forms, procedures, materials, equipment and any new conceptions of safety and health deemed applicable to the employees of the Clinton Police Department.

ARTICLE 28

SENIORITY

Section 28.1 "Seniority" is defined as the continuous length of service of a commissioned officer with the Clinton Police Department within each job classification. Seniority shall commence from the last date which the employee is employed in the Clinton Police Department as a commissioned officer; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of said probation, the initial probationary service shall count as a part of the officer's seniority.

Section 28.2 Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Clinton Police Department. If, after the application of the criteria set forth in this Section, there still remains a question as to seniority between two or more officers, then, and in that event, seniority shall be determined between them by a coin flip.

Section 28.3 Seniority shall be lost upon the occurrence of any of the following events:

- (a) Discharge;
- (b) Resignation from employment;
- (c) Retirement;
- (d) Unexcused failure to return to work upon expiration of a leave of absence;
- (e) When an employee has been laid off for a period of more than one year.

ARTICLE 29

SAVINGS CLAUSE

29.1 If any provision of this Agreement, or the application thereof, to any person or circumstance is held invalid, the invalidity will not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are severable.

29.2 All amendments to this Agreement will be numbered, dated, and signed by the City and the Lodge and all such amendments will become part of this Agreement.

29.3 Any Appendices to this Agreement will be numbered, dated, and signed by the City and the Lodge, and all such Appendices will become a part of this Agreement as specifically set forth herein.

ARTICLE 30

SUCCESSORS AND ASSIGNS

30.1 This agreement shall be binding upon the successors and assigns of the parties hereto during the term of this agreement; and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment, of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party.

ARTICLE 31

PROMOTION POLICY

31.1 The purpose of this policy is to provide a fair and impartial process that will ensure that only the most qualified individuals are selected for promotion. Management will make every effort to fill vacant positions in the most prudent manner possible. However, management reserves the right to determine when a vacancy exists in a particular rank and whether to fill the position.

When management determines that a vacancy exists and elects to fill the same, the City will advise members of the promotional opportunity. The method and procedures set forth below are intended to provide assistance to the Chief of Police and the City Manager. They are not intended to restrict management rights or the authority of the Chief of Police in the operations and management of the Clinton Police Department.

An opening for a promotion to any of the following ranks will be posted for a minimum of fourteen (14) days before the testing process. A person meeting the minimum qualifications set forth below who desires to test for a promotion must submit a written notice of intent to test to the Office of the Chief of Police within the posting time.

31.2 Sergeant:

The minimum eligibility to test for Sergeant consists of the following:

A minimum of thirty-six (36) months of service with the Clinton Police Department as a certified officer or one (1) year of active service with the Clinton Police Department and two (2) years of active service with a municipal police department of equal or greater size than the Clinton Police Department; 2) not currently serving any form of discipline; 3) has not been subject to a written reprimand or above in the prior eighteen (18); and 4) achieved a score of average/satisfactory or above on the last evaluation.

31.3: Promotional Process for Sergeant:

- a. Written Test: A written test will be administered to all eligible applicants. The test will be a nationally recognized test, a test prepared by OSU Tech, or a test prepared by some other independent source mutually agreed to by the City and the Lodge. The notice of opening will identify the subjects to be covered such as state statutes, city ordinances, personnel policies and procedures and departmental policies and procedures, use of force and search and seizure. A score of 70% or above must be achieved on the written test for an applicant to proceed further in the promotional process. A point of 32 will be awarded for a score of 100%. Points under a score of 100% will be awarded on a pro rate basis.
- b. Oral Board: The Oral Board will consist of the following: one (1) Clinton police officer holding the rank of Sergeant or above; one (1) Captain of the Clinton Police Department; one (1) senior member of management selected by the City Manager; and two (2) individuals who have held the rank equal or greater than the rank at issue for at least two (2) years and are from municipal police departments of equal or greater size than the Clinton Police Department. The FOP may, at its discretion, appoint one (1) person as a silent, non-participating observer. The scores of all voting members will be combined for each person and the average will apply.
- c. Interview: The Chief of Police will conduct a personal interview with those applicants who have advanced to the Oral Board portion of the process. The Chief of Police will assign points for each candidate from 1 to 10 points.
- d. Education and Training: Points will be awarded for education and training with a maximum of ten (10) points awarded to any one candidate.

CLEET Intermediate Certification	3 points
CLEET Advance Certification	6 points

Degree from an accredited college or university

Associate Degree	2 points
Bachelor's Degree	3 points
Master's Degree	4 points

- e. Promotion List: The top two (2) candidates will constitute the promotion list which will remain valid for a period of twelve (12) months. The Chief of Police will select the candidate from the promotion list.
- f. Promotional Probation: The person selected for promotion will be subject to a six (6) month promotional probationary period. The person may be reduced in rank with a reduction in compensation during this period upon a determination by the Chief of Police that the person is not performing adequately in the new position.

31.4: Captain:

The minimum eligibility to test for the rank of Captain consists of the following:

A minimum of four (4) years at the rank of Sergeant; has attained a CLEET Advance Certification; sixty (60) credit hours from an accredited college or university; has successfully completed a minimum of sixteen (16) hours of basic supervisory training; is not currently serving any form of discipline; has not been subject to written discipline of a written reprimand or above in the last eighteen (18) months; and achieved a score of average/satisfactory or above on the last evaluation.

31.5: The promotional process for the rank of Captain will consist of the following:

- a. Written Test: A written test will be selected by the Chief of Police to evaluate the skill, knowledge and ability of the applicants to perform upper management level duties and responsibilities. The test will be 100 questions with a value of one (1) point for each correct answer. The test may contain a selection of questions from a choice of the following:
 - 1. Ten (10) Clinton Police Department policies and procedures;
 - 2. Ten (10) Oklahoma Statutes;
 - 3. Ten (10) Clinton Ordinances
 - 4. Selection from the current Collective Bargaining Agreement
 - 5. Ten (10) questions from the Clinton Personnel Policies and Procedures Manual
 - 6. One (1) outside reading source addressing supervisory techniques.

7. Two (2) case law studies from opinions of the United States Supreme Court addressing police tactics and procedures.

An applicant must score 70% or above on the written test to proceed forward in the promotional process.

b. Oral Review Board: A review board will be convened to interview each candidate who scores 70% or above on the written test. Eight questions and two scenarios will be required designed to test the applicant's knowledge, skills and supervisory philosophy. Each candidate will be presented the same questions/scenarios. The preferred response to each question and scenario will be determined in advance by the members of the Board. There will be five (5) members of the Board consisting of the following: one (1) Department Head of the City of Clinton; one (1) Captain of the Clinton Police Department; two (2) members holding the rank of Captain or above (or equivalent rank) for a minimum of two (2) years in a municipal police department of equal or greater size than the Clinton Police Department; and one (1) civilian holding a high ranking supervisory position in the City. If there are no member of the Clinton Police Department who fits the criteria, another senior management personnel of the City will fill the slot. The FOP, at its discretion, may appoint one (1) person as a silent, non-participating observer. A maximum of ten (10) points will be awarded for each question/scenario. The scores of all voting members will be combined for each person and the average will apply.

c. Education: Points will be awarded for education:

Degree from an accredited college or university:

Associate Degree	2 points
Bachelor's Degree	3 points
Master's Degree	4 points

- d. Chief's Interview: The top two (2) candidates will be interviewed by the Chief of Police. The Chief of Police may select between the two (2) candidates.
- e. Promotional Probation: An employee promoted to Captain will be subject to a six (6) month promotional probation period. The person may be reduced in rank with a reduction in compensation during this period upon the determination by the Chief of Police that the person is not performing adequately in the new position.

ARTICLE 32

PERSONAL APPEARANCE STANDARDS

This policy provides guidance for the personal appearance of members of the Clinton Police Department. Requirements for department uniforms and civilian attire are addressed in the Uniforms and Civilian Attire Policy.

32.1: Policy: Members of the Clinton Police Department shall maintain their personal hygiene and appearance so as to project a professional image that is appropriate for this Department and for their assignment. Department personal appearance standards are primarily based on safety requirements, appearance conformity and the social norms of the community served, while considering matters important to the members.

32.2: Grooming: Unless otherwise stated and because deviations from these standards may present officer safety issues, the following standards shall apply to all members, except those whose current assignments would deem them not applicable, and where the Chief of Police has granted an exception.

32.3: Personal Hygiene: All members must maintain proper personal hygiene. Examples of improper personal hygiene include, but are not limited to, dirty fingernails, bad breath, body odor and dirty and unkept hair. Any member who has a condition due to a protected category (e.g., race, physical disability) that affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to the Chief of Police.

32.4: Hair: Hair shall be clean, neatly trimmed or arranged, and of a natural hair color. Hairstyles with shaved designs on the scalp are prohibited. Hair adornments shall be primarily for the purpose of securing the hair and must present a professional image.

Hair styles for male department members must not extend below the top edge of the uniform or dress shirt collar while assuming a normal stance.

When working a field assignment, hairstyles for female department members must not extend below the bottom edge of a uniform or dress shirt while assuming a normal stance. Longer hair shall be worn up or in a tightly wrapped braid or ponytail that is secured to the head above the bottom edge of the shirt collar.

32.5: Mustaches: Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip and shall be short and neatly trimmed.

32.6: Sideburns: Sideburns shall not extend below the bottom of the outer ear opening (the top of the earlobes) and shall be trimmed and neat.

32.7: Facial Hair: Facial hair, other than sideburns, mustaches and eyebrows, is prohibited, unless authorized by the Chief of Police or the authorized designee.

32.8: Fingernails: Fingernails shall be clean and neatly trimmed to a length that will not present a safety concern. The color of fingernail polish shall present a professional image.

32.9. Appearance: For the purpose of this policy, jewelry refers to rings, earrings, bracelets, wristwatches and tie tacks and tie bars. Jewelry shall present a professional image and may not create a safety concern for the department members or others. Jewelry that depicts racial, sexual, discriminatory, gang-related, or obscene language or images is not allowed.

- a. Necklaces shall not be visible above the shift collar.
- b. Earrings shall be small, worn only in or on the earlobe and shall be limited to one earring per lobe.
- c. One ring or ring seat may be worn on each hand of a department members. No rings should be of the type that would pose an unreasonable safety risk to the member or others during a physical altercation if the member is assigned to a position where that may occur.
- d. One small bracelet, including a bracelet identifying a medical condition, may be worn on one arm.
- e. Wristwatches shall be conservative and present a professional image.
- f. Tie tacks or tie bars worn with civilian attire shall be conservative and present a professional image.

32.10: Tattoos: While on duty or representing the Clinton Police Department, members may display tattoos except on the hands, face, or neck. Any tattoos or other body art normally concealed by the department authorized uniform shirt or civilian attire shall remain reasonably concealed while on duty.

At no time while on duty or representing the Department in any official capacity shall any offensive tattoo or body art be visible. Examples of offensive tattoos include, but are not limited to, those that exhibit or advocate discrimination against sex, race, religion, ethnicity, national origin, sexual orientation, age, physical or mental disabilities, medical conditions or marital status; those that exhibit gang, supremacist or extremist group affiliations; and those that depict or promote drug use, sexually explicit acts or other obscene acts or other obscene material.

32.11: Body Piercing or Alternation: Body piercing (other than earlobes) or alteration to any area of the body that is visible while on-duty or while representing the Clinton Police Department in any official capacity, that is a deviation from normal anatomical features and that is not medically required, is prohibited. Such body alternation includes, but is not limited to:

- a. Tongue splitting or piercing
- b. The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).
- c. Abnormal shaping of the ears, eyes, nose, or teeth (i.e., enlarged or stretched out holes in the earlobes)
- d. Branding, scarification or burning to create a design or pattern.

32.12: Dental Ornamentation: Dental ornamentation that is for a decorative purpose and that is not medically required is prohibited while on-duty or while representing the Clinton Police Department in any official capacity. Such ornamentation includes, but is not limited to:

- a. Objects that are bonded to front teeth.
- b. Gold, platinum or other veneers or caps used for decorative purposes.
- c. Orthodontic appliances that are colored for decorative purposes.

32.13: Glasses and Contact Lenses: Eyeglasses and sunglasses shall be conservative and present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited while on-duty or while representing the Clinton Police Department in any official capacity.

32.14: Cosmetics and Fragrances: Cosmetics shall be conservative and present a professional image. Use of cologne, perfume, aftershave lotion and other items used for body fragrance shall be kept at a minimum.

32.15: Undergarments: Proper undergarments shall be worn as necessary for reasons of hygiene and general appearance standards.

32.16: Religious Accommodation: The religious beliefs and needs of department members should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security and safety. The Chief of Police should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves, simple head covering, certain hairstyles or facial hair for religious reasons should generally be accommodated absent unusual circumstances.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of October, 2023.

THE CITY OF CLINTON

ATTEST:

By: _____
Robert Johnston, City Manager

By: _____
City Clerk

FRATERNAL ORDER OF POLICE.
LODGE No. 233

ATTEST:

By: *Richard Smith*
President

By: *[Signature]*
Secretary

Approved as to form this _____ day of _____, 2023.

City Attorney: _____

“APPENDIX A”

Clinton Police Department Pay Scale

NAME	DATE OF HIRE	DATE OF PROMOTION	CURRENT RATE	RATE AS OF 7/1/2023 CHANGE ON ANNIVERSARY DATE OF HIRE OR PROMOTION
Captain				
Luis De La Torre	2/9/09	09/26/22	\$30.30	\$31.81 - \$32.76 on 9/26/23
Shane Harrelson	7/21/08	09/26/22	\$30.30	\$31.81 - \$32.76 on 9/26/23
Detective				
Paul Sperle	6/24/19	10/26/22	\$23.39	\$24.56 - \$25.30 on 10/26/23
Patrol				
Joseph Dunegan	0624/19		\$21.22	\$22.63- \$23.31 on 6/4/24
Dillon Mach	08/30/21		\$20.20	\$21.33- \$21.97 on 8/3/23
Michael Davis	07/21/22		\$20.20	\$21.33-\$21.97 on 7/21/23
Hagan Ard	08/04/22		\$19.14	\$20.11-\$20.71 on 8/4/23
Stephen Trevino	09/26/22		\$19.14	\$20.11- \$20.71 on 9/26/23
Dillon Whitten	10/03/22		\$19.14	\$20.11-\$20.71 on 10/3/23
Shannon Greear	11/28/22		\$20.20	\$21.33-\$21.97 on 10/15/23
Holden Harrelson	01/15/23		\$19.14	\$20.11-\$20.71 on 1/15/24
Layne Mitchell	03/27/23		\$19.14	\$20.11-\$20.71 on 3/27/24
Braeden Blanchard	06/26/23		\$19.14	

“APPENDIX B”

City Provided Equipment	Description
Handgun	Glock 17
Rifle	
Boots	Up to \$200, selected by officer
Class A Pants	Quantity 2
Class A SS Shirts	Quantity 2
Class A LS Shirt	Quantity 2
Class C Pants	2
Class C SS Shirt	2
Class C LS Shirt	2
Outer Vest Carrier	
Ballistic Vest	Custom Made for Officer
Soft Shell Jacket	
Pull Over Jacket	
Raincoat	
Ball Cap	
Duty Belt	High Gloss Duty Belt / Nylon Duty Belt
Under Belt	
Belt Keepers	High Gloss / Nylon
Duty Holster	
Magazine Holster	High Gloss / Nylon
Handcuff Case	Quantity 2
Handcuffs	Quantity 2
Handheld Radio and Holder	
Taser Holster	
Taser	
Flashlight Holder	
Flashlight	
Body Worn Camera	Watchguard
Badge	
Collar Brass	
Trauma Kit	Quantity 2 (1 Car, 1 Carry on Ankle)
Commission Card	