

CITY OF KREBS  
SPECIAL CITY COUNCIL MEETING MINUTES  
JUNE 28, 2024

1. MEETING CALLED TO ORDER by Mayor Tommy Ray Walker at 12:00 pm
2. ROLL CALL by W Kay Scott, City Treasurer. Tommy Walker – present, David Bailey – present, Connie Poole – present, Dan Heathcock – present.
3. BUSINESS
  - A. DISCUSSION REGARDING THE 2-STEP RAISE FOR POLICE OFFICERS VOTED ON AUGUST 16, 2022. CLARIFICATION OF COUNCIL’S INTENTIONS NEEDED PER FOP PRESIDENT ELI HASS.

Mrs. Scott asked if she could give background information on this item because Councilman Dan Heathcock was not a councilman at that time. Mrs. Scott stated that originally that was supposed to be a 2-step raise for the police officers because they only got their annual raises. When this was voted on the contract hadn’t been renewed. And they didn’t do an MOU on this either. But Pat asked the question, if this would be a 2-step raise, for when they’re off probation, to be effective July 1, 2022. At that time, Jose was a new officer and they wanted to include him in this step raise because he was still on probation. My understanding was that this was going to be a one-time deal until the contract was renewed. This was prior to the contract.

Councilman David Bailey asked if Bradley (Brady) Bailey received this.

Mrs. Scott answered he did not go up to Step #3 because if you look at this (pay scale), my interpretation of it, once he got off probation, he went to the Patrolman step then to Step 2 to the \$1,692.25 so Brady did not receive that. He did not go to Step 3.

Councilman Dan Heathcock asks if this compares to the contract we have now.

Mrs. Scott responded this is the contract that we have now. The previous one the base rate was \$1,176.92 per pay period. So, they increased it almost \$200 when they did this new contract and when you come off probation it increases \$227.79 more per pay period.

Councilman Bailey asked Christopher Skinner, Vice-President of FOP if he had anything to say on this.

Mr. Skinner stated that he has a little bit of knowledge of this so I can’t go into full detail. I know that you guys have been served with a grievance. That is all outlined all of the specific details. I don’t know if you have access to that in front of you. I would refer you to that. It is my understanding that this would not have been brought up or been an issue if it wasn’t fought for for Mr. (Brady) Bailey. I was under the impression that Mr. (Brady) Bailey was at a certain point, and he (Kody Hance) is being brought to the same point and not that he is being brought above him.

Mrs. Scott stated that he (Mr. Hance) is being brought above him (Mr. Bailey) with that step.

Mr. Skinner stated that you would have to look at your paperwork and that’s a misinterpretation. My understanding was that it was brought forth for Mr. Bailey and since it was agreed upon in the minutes that was how business was going to be conducted in the future. That was the misinterpretation. Not that he was going to be brought above Mr. Bailey. You would have to refer to your grievance. I assume that it is outlined in there. Basically, we are just here as a witness for you guys to make your discussion and make your motion and we would proceed after you have your vote.

Mayor Walker asked Mr. Skinner, “We are looking back at 2022 and once you get a contract, the old one is gone right? And you have a new contract that you have to go by. Is that right?”

Mr. Skinner answered, “I think that is something that you guys are trying to figure out. From my understanding, it is basically a clerical error. So, something is agreed upon, like you said, in

between contracts it would be an MOU, Memorandum of Understanding, that this is what we are going to do. I understand that when a contract is issued that that is to go into the fold. In McAlester, it's an automatic deal. I'm not 100% how you guys contracts work but when you agree upon an MOU, it's the understanding that when the contract comes opened, that's going to go into the contract and a clerical issue is the fact that somebody didn't add it.

Mrs. Scott stated that this wasn't an MOU though.

Mr. Skinner stated that what I'm saying is when you open a contract to vote on something that is a contractual issue, you're opening a contract outside of its normal period. So, you are agreeing that this is going to happen outside of the contract. What I'm saying is that if it's going to be added, then someone should have done their due diligence and made sure that it should have been added. I guess somebody, I guess from the police department.

Mayor Walker stated the police department or Dennis.

Mrs. Scott stated that they are the ones that type it up. I guess my question is, the contract wasn't actually opened up.

Mr. Skinner responded exactly, but when you bring it to a vote and the council agrees to change something, that stands as an understanding that we are going to allow this to happen. Cause you are violating it, right?

Council member Connie Poole stated that was my understanding too. That once we had that one meeting and we approved everything when we approved everything that should have been enforced right then for that.

Mrs. Scott stated well it was enforced until this new contract.

Mr. Skinner stated that it doesn't do away with old. That should have been brought into the fold. That's supposed to be discussed in negotiations. That's supposed to be added into the fold. For us that is automatic. From what I understand you guys have had a change between that time period and this time period. I'm not sure who was responsible for adding that into your contract.

Mrs. Scott stated that's all the police department. They are the ones that have done it for all these years.

Mr. Skinner stated that somebody dropped the ball. The good thing that you do have is minutes and it's clarified in writing. So, you do have proof that's not hearsay. We did talk about this one time when this happened. You do have something to refer to so it would be up to you guys how you interpret and how you want to move forward. Common practice would be, if it's agreed upon, that's how we are going to operate. The contract opens, it goes into the new contract, somebody is responsible for adding it, sign it and we move on. That's how business is done.

Mrs. Scott asked if she could ask another question? Mr. Skinner responded yes.

Mrs. Scott asked whenever they do these Step raises, why would that not be included in that, to stop confusion? Mr. Skinner said "Absolutely".

Mrs. Scott said, so that we don't have these other 2 or 3 steps to interpret.

Mr. Skinner stated, so that is inexperience and not enough knowledge to know how things should be done. You do understand that you have some active ?? guys that are trying to learn the way, learn how things go, cross your I's and dot your T's. However, that may be, that part should have been changed. That was something that you guys agreed upon. I wasn't here, I'm not sure but I have read what you guys were referring to. If that was something that was agreed upon and that's the way that it was going to be, then that is something that should have been modified as well. Pay scale is a part of the contract. So, if you guys agreed to change it and that contract was opened, it should have been changed.

Mayor Walker stated that he wanted it noted that we weren't included in this contract. Dennis and whoever wrote the contract up, Corey, and that it's their fault and none of our fault.

Mrs. Scott stated I don't think that he is trying to lay blame.

Mayor Walker clarified that he wasn't trying to lay blame.

Mr. Skinner stated that the mark was missed, and we don't have due diligence and there wasn't enough follow-through. Understand that Corey is doing his best and I'm not here to lay blame or defend him per se, but we get a bunch of phone calls from Corey. Corey is doing his best. He doesn't have as much business as we do in McAlester and he calls to ask what do I need to do, how do I do this. We don't come over here and say make sure this changed and this gets changed and it's not read verbatim.

Mrs. Scott stated there was another thing that was brought up when we talked to the President, Eli (Hass) and Kody, is that the police department is not supposed to be writing this contract up. That it should really be the City Clerk.

Mr. Skinner stated that he did speak with Eli about that, and he said there was a discrepancy about how they handle it and how we handle it. If you have a discrepancy, it needs to be ironed out in the future. That way you don't come across this type of thing again. I can't give you advice as to how it needs to be done but I would trust the advice of Eli, if that's what he says. It needs to be looked at and ironed out.

Mrs. Scott asked that once they make their decision, and it sounds like to me, that they really don't have another recourse. Because this was to clarify what they intended, all of the council intended. From this point forward, we have to open this back up to readjust this contract to where it has that wording in there? And when that happens, can all of this (pay scale and steps) information on here that states what step they go from to? Because it doesn't say anything in here about the 2-step thing, it just says they go from this amount to this other amount.

Mr. Skinner stated so let me clarify that you are talking about the existing contract? Depending on how this vote goes, whether it is a yea or nay, should it be immediately modified to reflect that, or should we wait until the contract is open and add it when the contract is open.

Mrs. Scott said yes since we don't have an MOU on it, should we open it back up and put all this information in there so there is no confusion from this point forward.

Mr. Skinner stated I see exactly what you're saying. From what I understand, the proper procedure should be to write an MOU up. I can't give you advice but make a determination as to how it should go, follow up after the fact to make sure you are doing it properly. I don't want to give you something on the fly. Just from my experience we would do an MOU and then when the contract does open up, then we would add it and modify it, like it should have been done then. We're not going to open it and start adding and modifying it right now type of deal. The MOU would go into stat. Whether anything gets agreed on between now and when the new contract is signed, then we do it all in one clean sweep. So, we are not going to go and change it right now and it's done and over with type deal. That's from my understanding. I would determine how you want to go from here and then I would seek out to make sure 100% that that's how we want to go from here. It sounds like there's some type of ?? that needs to be cleaned up, like what you are saying. Who is responsible for that? I definitely can't tell you, let's do it when we don't know who should be doing it. Who has access to it and when it should be done. You have a temporary issue that needs to be addressed. I would address that, make that binding, make an MOU, and move on from that. One step at a time, that's my way.

Mayor Walker said 1 more question, since this is going to happen and something was left out, like I said we weren't involved in it, maybe a year or 2 or 4 years from now, another contract, we forget to put something in the council wanted in this contract, so can we come back, like we are going to do now, and change that?

Mr. Skinner stated, so all is fair, and they respect you and you respect them and you have proof like you are saying, it's identical. It goes both directions. That's a clerical issue. That's absolute with having a great relationship with your lodge and your police department. We are not here to do a 'I got cha' or to pull games or to pull the wool over your eyes. Our job is to make sure that we are thorough, upfront and everything is black and white. So, if there is something they disagree upon, we're not going to say 'Um that's not okay'.

Mayor Walker stated that he just wanted everybody to be fair on both sides.

Mr. Skinner stated from an ethical standpoint, the lodge is never to come and play games or to charade or hog at ya. If something needs to be done and that's the right thing to do and we have it in black and white that this is what we agreed on whether that be an agreement or a vote, that's the way it needs to be for future for both sides. That's the only way we can operate. We need each other.

Councilman Bailey stated he wants to make sure that he got it so we can go ahead and approve it, we gotta ask for an MOU again.

Mrs. Scott stated that you didn't have one in the first place.

Councilman Bailey said Well it was done. It was meant to be or whatever, it never got there. I don't know where the ball fell. I don't handle that part of it. The intention was there to get them to Step 3. So would we make this an MOU or vote on it again for the third time or what.

Mr. Skinner stated that I think the question you guys have raised, in my opinion, you guys need to clarify what your intent was then. So, if you decide that that was your intent, then I would operate on that. Now if you want to date it and say that this was agreed upon and an MOU or say that that was our intent, and we are going to make an MOU for this year with the intent that it is going to go into the new contract. With what you are saying.

Council member Connie Poole stated that it was my understanding that we approved it without an MOU. Mrs. Scott responded, 'that's right'.

Ms. Poole stated to me that's what I would want to do this time. I don't know. Do you think we need the MOU for this.

Mr. Skinner stated so that's what I'm saying. I can't tell you what should and should not be. It would be

Council member Poole stated then it would have to be dated for today because I'm going back to when we had our meeting, and we already approved this last time.

Mrs. Scott stated well I think when you state in your MOU that you can refer back to this council meeting that you voted this on.

Mr. Skinner stated 'Correct'.

Ms. Poole stated the thing is, with all respect, we wouldn't be here today if it was followed through when we approved it last time. That's what it comes down to, we are here again.

Mrs. Scott stated because their paperwork is not there.

Mr. Skinner stated I would put something in writing on today's date that this was agreed upon.

Worst case scenario, if something happens between now and then you have something to refer to and it's clarified in the language. That way when the contract is opened up it goes in there verbatim how that's agreed upon. I would refer to, like you said to when you agreed upon it.

Ms. Poole stated that she really didn't want to do an MOU. I just want to be honest with you because I'm still going back to when we already approved it at that one meeting.

Mayor Walker asked back in 16.

Mrs. Scott stated, back in 2022.

Ms. Poole stated I'm not talking about 2022. Are you talking about the contract?

Mrs. Scott stated, no the contract that was approved in 2023.

Ms. Poole stated what we voted on not too long ago to, I had all my stuff out in the car.

Councilman Heathcock asked was that contract not from 2023 - 2026?

Mrs. Scott stated this new contract is from 2023 - 2026. What needs to be clarified is the council meeting that was done in 2022. Okay. And that information was not added into this contract unless they added it to the pay. Because they did raise the pay but they didn't raise it as much as this 3 step thing would be.

Mr. Skinner asked Ms. Poole what is your concern with doing an MOU exactly?

Ms. Poole stated well it's because we approved something on this already and it was without the MOU and I think that is how we should move forward. Unless for some reason, you think it is in our best interest.

Mr. Skinner stated so basically an MOU is just an amendment and an attachment to the contract. It's just another piece of paper that outlines this is how we operate outside of the contract.

Ms. Poole stated that it's like a paper trail, is what you are telling me.

Mr. Skinner stated yes, and Captain (David) Bailey 'retired' and he's done this for a lot more than me and he could help you understand MOU. It's basically an agreement between the city and the lodge that this is how we are going to operate. Contract is closed, it violates the contract, but we are agreeing that this needs to be done and when the contract is opened it is going to be added and modified.

Mrs. Scott stated it's more for definition of what you are actually doing.

Mr. Bailey stated what it is, your giving an MOU, you can still go ahead and approve. But it's approved and it should be for the last time. It's in writing, it here. Even getting them step raises. The next person to get them step raises and we got a paper trail of it. How we lost the paper trail, I don't know. My thing would be, well we aren't into that part of it yet, is that we go

with the MOU if you want to approve it then approve it and the MOU goes in and we go on down the road and it's there and goes into the next contract. But if the next person and this comes up again, no we don't give an MOU on it. It's right here in writing and get the 2-step raise, 3 step go to Step 3.

Mr. Skinner stated I do see your argument where we are rehashing this because it was already agreed upon. Why doesn't it just go ahead and get added and modified and it should have already been done. I get that, so my best advice is, I really don't know. I can't tell you whether let's go ahead and modify and send it. Since we are behind the ball, and it was a clerical issue.

Mr. Heathcock asked if we had an MOU for the new contract that we just signed for?

Mr. Skinner clarified 'any new MOU for the new contract'?

Mrs. Scott answered no we haven't done any MOU's since we approved this contract.

Mr. Skinner stated that he respects that thought process and I think it is a good argument to make. I can't tell you to yes go ahead and modify or add a new MOU since it was done previously. It was a clerical issue. That's a good question. I would say we are going to honor it or aren't going to honor it. That's the decision that needs to be made. How we put it in writing and go forth with from this moment forward would be something that we clarify after the fact. Whether you agree yes, we are going to do it or whether it's going to be signed in the contract the way that it should have been done or should we just sign an MOU and move on. I agree with you, I don't think that decision needs to be made. In my opinion, yes, we honor it or no we aren't going to honor it.

Ms. Poole stated that was where she was.

Mr. Skinner stated that his last president and the state lodge, this isn't a problem just with Krebs, across the state we have resources, and we can make a phone call and say this happened, how do we address it. For legal purposes, my best thing would say yes, I would go ahead and modify it since it was agreed upon and go ahead and get it in the contract, print a new contract or just go ahead and do the MOU, don't make it complicated, we'll just add it in next year. Those are the 2 options, and I can't tell you which way to go but I can give you advice after the fact. I just don't have that for you right now, but I do understand what you are saying. I just think it is a 'yea' and should it have been done because of the clerical issue or 'nay'. But that's yours.

Mayor Walker asked if we have to go back and do the other policeman?

Mr. Skinner stated that everyone should be brought to that 1<sup>st</sup> level. Everybody has to be the same. That's the new start to the pay scale. Like you said the pay scale should be modified and those disappear, like what you are saying.

Mrs. Scott stated so that it's not confusing to anybody that is coming in behind me.

Mr. Skinner stated that he was under the assumption, from the conversation with Corey and Eli, that was what was done for Brady. I just don't have that paperwork in front of me. Eli just couldn't make it today. I am aware of some of it but I just don't have the full details for it.

Mrs. Scott stated that Brady only went to Step 2.

Mr. Skinner stated that you are right. The pay scale should be modified. I can tell you, just from paranoia and anxiety, that when we modify the pay scale that I go through every step and make sure that Step 8 the math adds up. It gets sent to all the lodge members and then you have a lot of checks and balances. I think that is our problem, that the checks and balances in the thoroughness to make sure and that's not done.

Councilman Heathcock stated that Mayor I have one more question. Back in May, the step raises voted on in 2022 would have been less than what we voted for in the new contract, how does that compare?

Mrs. Scott stated that it is about \$200 per step difference at the beginning for the new officers. Later on it kind of dwindles down, it's not quite as much. But on this one, it was almost \$200 starting out while he is on probation. I don't recall exactly, it's about \$200 per pay period not per year.

Mayor Walker asked that's about \$400 per month.

Mrs. Scott stated yes and all of these new ones, that's over that.

- B. DISCUSS AND ACT TO APPROVE/DISAPPROVE THE STEP RAISE FOR PROBATIONARY OFFICERS FROM \$1,353.46 TO STEP #3 IN THE AMOUNT OF \$1,753.76 PER PAY PERIOD. \$400.30 PER PAY PERIOD FOR 26 PAY PERIODS WHICH EQUALS \$10,407.80.

Councilman Bailey stated that if we are making a modification on it then Brady Bailey.

Mrs. Scott asked if she could interrupt Councilman Bailey for a minute to ask Kody something.

Asked Mr. Skinner if she was allowed to ask Kody something. Mr. Skinner stated yes, if it's an issue, but go ahead.

Mrs. Scott asked Kody Hance if he signed something stating that he was going to get up to this Step 3, which is the \$1,753.76.

Kody Hance (Officer 509) stated that he didn't think he signed anything other than the contract. I assumed the contract ??? (can't understand what he said).

Mr. Skinner stated that it was just an understanding.

Mrs. Scott asked, so Dennis told you what you would get when he hired you?

Mr. Hance said yes.

Mrs. Scott apologized to Councilman Bailey for interrupting.

Councilman Bailey stated that he says to modify, and Brady Bailey be brought to the same amount and this goes in whenever it should go into the contract or whatever we need to do on it.

And that we approve this probationary step raise.

Mayor Walker asked if they are going to do an MOU or not?

Councilman Bailey stated no we are modifying. Addressing Mr. Skinner - You said that we can modify right?

Mr. Skinner stated I would say that that is your decision on how you want to do that. I would have to get a clarification.

Mayor Walker stated that it would have to be voted on by the council, wouldn't it?

Mr. Skinner stated if you modify like it's whole new one. So like I was saying before, if it's something that's been clarifying that something that should have been done or not been done, I would have to get clarification on how you move forward. I don't know 100% if you are just willing to for the sake of opening it and printing a new one whether that should be proper because it was a clerical issue, and it should have already been done. Do we just go ahead and fix it? Standing here today, I can't say that it is wrong, but I don't want to go ahead and do it is an issue. I would rather get a phone call to the State and say hey can we just go ahead and modify it like it should have been done or do we need to sign an MOU and leave it as it is and then fix it when we open it.

Mayor Walker stated that it seems like they should vote on it.

Ms. Poole stated that if we go with an MOU then that is an immediate fix, is that what you are saying? If we modify it we are going to have to?

Mr. Skinner stated yes if that's what you agree on then you can just say that it's a clerical issue. It's an understanding that this is what should have been done and when the contract opens, we'll just change it, in case something else arises from this point forward. Instead of just going back and fixing what you had and should have been done and move forward and print the new amendment which would be the MOU and go into effect and just add it later. They are both acceptable, but I just can't tell you which way to go. I can't advise. I don't feel comfortable telling you this is the way to go.

Ms. Poole stated an MOU then.

Ms. Poole made a motion to approve an MOU.

Councilman Bailey seconded the motion.

Mrs. Scott stated that she really needed that clarified. This MOU, as to what you are wanting to do instead of just saying, I want an MOU.

Ms. Poole asked to change this, you mean, to approve it? The step raise and everything there with the MOU.

Councilman Heathcock asked, you said the MOU makes it just like what's said here?

Ms. Poole stated that we had approved all of it before.

Mr. Skinner stated that what I'm understanding your interpretation is to do away with those first 2 steps and bring everybody to that level and that that's the way that it will operate from this point forward.

Mrs. Scott asked, are wanting them to go to Step 3 instead of Step 2?

Ms. Poole stated, correct.

Mayor Walker stated, to get rid of Step 2.

Mrs. Scott stated, Step 1 and 2 really.

Mayor Walker stated, too many numbers making someone confused.

Mrs. Scott asked if there was a second.

Councilman Bailey stated he seconded that.

Mayor Walker calls for a vote. Danny Heathcock – yes, Connie Poole – yes, David Bailey – yes.

Motion passed.

Councilman Bailey asked Mr. Skinner – at this point the grievance, in 10 days, will be gone?

4. COMMENTS FROM THE COUNCIL AND MAYOR

Mayor Walker asked if anybody had any comments.

Council member Poole stated that she wanted to thank y'all for everything that you've done and just want to make sure our officers are happy out there and safe.

Mr. Skinner stated that he appreciates you for the understanding of the inexperience and we'll do our job to make sure (cut off by Councilman Bailey)

Councilman Bailey stated he wanted to thank you for your time and clearing things up for us. I know over there y'all have more access to this and that and it's a different ballgame. We appreciate y'all coming over.

Mr. Skinner stated, I appreciate you.

Mayor Walker stated that I have one other thing I want to say. As of right now, how much was it?

Mrs. Scott answered about \$4,000 in the City fund.

Mayor Walker stated that \$4,000 is all we have in this fund.

Mrs. Scott stated, and the next big deposit won't happen for another 2 weeks.

Mayor Walker stated that we need to watch every bit of our money on everything. And y'all are welcome to come look at all this where it is.

Ms. Poole stated Aren't we going to have a budget meeting on the 9<sup>th</sup> or 10<sup>th</sup>?

Mayor Walker stated that you just need to think about it and look at you books because the money isn't there. We can't take it out of something else. I just wanted y'all to know that.

5. ADJOURN – Mayor Walker asked for a motion to adjourn. Dan Heathcock made the motion. Connie Poole seconded the motion. Mayor Walker called for a vote. David Bailey – yes, Connie Poole – yes, Dan Heathcock – yes. The meeting is adjourned.