

*Collective
Bargaining
Agreement*

*Fiscal Year
2005-2006*

Between

THE CITY OF OKLAHOMA CITY

and

THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 157

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AGREEMENT BETWEEN
THE CITY OF OKLAHOMA CITY
AND

LOCAL 157 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

ARTICLE 1

PURPOSE OF AGREEMENT

SECTION 1.1 This Agreement, entered into by the City of Oklahoma City and International Association of Fire Fighters Local 157 (Bargaining Agent), pursuant to Title 11 Oklahoma Statutes, Section 51-101, et seq., as amended, is made to:

- (a) Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented employees of the Oklahoma City Fire Department;
- (b) Provide for quality fire protection and control services through the Employer's boundaries on an uninterrupted basis for the benefit of the citizens of Oklahoma City;
- (c) Assist in the amicable adjustment of labor disputes.

ARTICLE 2

RECOGNITION

SECTION 2.1 The City of Oklahoma City recognizes Local 157 of the International Association of Firefighters, as exclusive Bargaining Agent. All permanent (regular full-time) employees as listed in the pay plan and/or Addendum A of this contract who have successfully completed the Fire Training Academy or were hired prior to January 1, 1998 shall be covered by this contract. Employees hired after January 1, 1998 who have not successfully completed the Fire Training Academy shall not be covered by this contract until such time as the academy has been successfully completed. It is understood that Deputy Chiefs /Assistant Chiefs (pay range 950) shall be exempt from provisions of Article 19 of this Agreement.

SECTION 2.2 *Probationary Permanent Employees:* All permanent employees listed in the pay plan and/or Addendum A of this collective bargaining agreement who have not successfully completed the twelve (12) month probationary period, from the date of hire, shall be considered probationary permanent employees. Probationary permanent employees time off (vacation, holiday, sick, ~~or exchange time~~) shall not exceed ~~six (6)~~ three (3) shifts per quarterly rotation. Exceptions may be approved by the Deputy Chief. If there is an interruption of service during the probationary period that exceeds this limit, the time lapse during the interruption shall not be

included as part of the twelve (12) month probationary period.

SECTION 2.2.01 *Service Required for Certain Benefits:* Probationary permanent employees shall not have access to the following benefits until they have successfully completed their twelve (12) month probationary period: Article 12, Section 12.3 (payment of sick leave upon termination); Article 17, Section 17.5 (vacation usage - until completing six (6) months of service); Article 23, Section 23.1 and 23.2 (transfer system); Article 26, Section 26.5 and 26.6 (physical fitness program); Article 27, Section 27.2 (tuition reimbursement).

SECTION 2.2.02 *Grievance Procedure for Probationary Permanent Employees:* The parties agree to expedite the grievance procedure contained in Article 8 of this agreement, for grievances involving discipline of probationary permanent employees as follows: (1) the time requirement for presentation of the grievance to the Chief's office shall be within ten (10) calendar days of the event or occurrence being grieved. The time limits for initial submission of the grievance, in Sections 8.1 and 8.3 shall not apply to grievances involving probationary permanent employees; (2) If the grievance is not settled by the Fire Chief, the parties agree to proceed directly to arbitration at Section 8.3, Step IV (1) of the Collective Bargaining Agreement.

SECTION 2.2.03 *Performance Evaluations for Probationary Permanent Employees:* Performance criteria shall be designed to evaluate a probationary permanent employee's skills, knowledge, ability and attitudes in relation to the job of fire fighter.

Upon graduation from the fire training academy, the probationary permanent employee shall be assigned to three different work sites during the remainder of the probationary period. Each such work site will evaluate the employee by using the fire department performance evaluation form. The same evaluation form shall be used throughout the probationary period. Prior to the end of the probationary period, all the performance evaluations shall be reviewed and a decision for continued employment shall be made.

SECTION 2.2.04 *Standard of Review for Performance Review:* Failure to perform at an accepted standard of performance shall be grounds for termination of employment for probationary permanent employees, at any time in the probationary period.

SECTION 2.2.05 Emergency Medical Technician - Basic (EMT-B) Requirement

Reference is MOU 98-99 (1)

1. This requirement will be in effect while the employee is considered Probationary Permanent Employee and they will be expected to maintain this level of Certification.
2. Probationary permanent employees who attain a passing score on the EMT certification examination shall be evaluated on the rest of their performance evaluations to determine the status of future employment. Failure to perform at an accepted standard of performance shall be grounds for termination of employment for probationary permanent employees at anytime in the probationary period.

3. In cases where a probationary permanent employee has taken the EMT certification examination at least twice and not attained a passing score within their probationary period, they may be terminated.
4. In cases where a probationary permanent employee has taken the EMT certification examination but has not received the results, their probationary period shall be extended until such time as their results are received. Upon receiving a passing score, the extended probation will expire and the employee shall become a permanent employee.
5. Probationary permanent employees that do not take the EMT certification examination prior to completion of their first year of employment will be terminated.
6. Probationary permanent employees will be expected to provide proof of enrollment in an EMT certification class as soon as possible following the completion of the Recruit Academy. The proof of enrollment will be submitted to the probationary permanent employee's immediate supervisor, who will forward it through their district officer.

ARTICLE 3

AUTHORITY AND TERM

SECTION 3.1 The Employer and the Bargaining Agent have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Bargaining Agent.

SECTION 3.2 This Agreement shall be effective as of July 1, ~~2004~~ 2005 and shall remain in full force and effect until the 30th day of June, ~~2005~~ 2006.

SECTION 3.3 The term of the contract shall not exceed one (1) year.

SECTION 3.4 Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the Bargaining Agent to serve written notice of request for collective bargaining on the Employer at least ONE HUNDRED AND TWENTY (120) days before June 30th, the last day of the fiscal year.

SECTION 3.5 It shall be the obligation of the Employer and the Bargaining Agent to arrange to meet at reasonable times and confer in good faith within TEN (10) days after receipt of written notice from the Bargaining Agent requesting a meeting for collective bargaining purposes.

SECTION 3.6 In the event the Bargaining Agent and the Employer are unable, by the first Monday in June, to reach an agreement on a contract, any and all unresolved arbitrable issues may be submitted to arbitration upon request of either party, as required by law.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 4.1 The Employer shall hire employees for the Oklahoma City Fire Department without regard to membership in the Union; and any permanent employee listed in the pay plan who is not a member of the Union shall receive and shall be entitled to all benefits, rights, privileges, and agreements contained herein.

SECTION 4.2 The Employer expressly reserves the right to plan, direct, and control all operations relating to the Fire Department and to hire, suspend, or discharge any member of the Oklahoma City Fire Department subject to the laws existing during the tenure of this contract.

SECTION 4.3 The Employer shall have the exclusive right to determine the source or sources from which new applicants for work in the Oklahoma City Fire Department shall be secured; and shall be the sole judge of qualifications of employees for retention with the Employer subject to existing ordinances, state law, and the Grievance Procedure hereinafter specifically set forth.

SECTION 4.4 Except as specifically abridged, delegated, granted or modified by this agreement, or any supplementary agreements that may hereafter be made, all the rights, powers, and authority the Employer had prior to the signing of this agreement are retained by the Employer and remain exclusively and without limitations within the rights of the Employer.

SECTION 4.5 Except as may be limited herein, the City retains the rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Oklahoma City and the ordinances, policies, rules and regulations promulgated hereunder.

ARTICLE 5

BARGAINING UNIT SECURITY

SECTION 5.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, 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 place of business of either party hereto.

SECTION 5.2 After written notice to the Fire Chief, Bargaining Agent representatives may be granted time off with pay by the Fire Chief to conduct bona fide Bargaining Agent business.

SECTION 5.3 The Employer agrees not to discriminate against any employee for his activity on behalf of, or membership in, the Bargaining Unit.

SECTION 5.4 All rights and privileges, which are not included in this Agreement currently enjoyed by employees covered in the pay plan, shall remain in full force and effect during the term of this Agreement.

This is in no way intended to inhibit the City's right to make changes in the management of its operations under Article 4, Section 4.4.

SECTION 5.5 The Employer agrees to deduct, bi-weekly, dues and assessments in an amount certified to be correct by the Secretary-Treasurer of the Bargaining Agent, from the pay of those Bargaining Unit members who individually request that such deductions be made.

The total amount of deductions shall remain in force until canceled by the Bargaining Unit member after giving notice to the Secretary-Treasurer. Any employee who chooses to withdraw from IAFF, Local 157 shall have a ten (10) calendar day time period beginning the first day of January in which to withdraw their membership in the Union, provided the employee presents written notification requesting withdrawal to the Union, and a signed authorization card to the Benefits Division of the Personnel Department within the ten (10) calendar day time period. Costs for the payroll deduction service shall be charged by the City in accordance with the following:

- (a) The IAFF will be provided with the payroll deduction of membership dues and assessments for the IAFF Local 157.
- (b) Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the IAFF, or due to the furnishing of indefinite, erroneous or conflicting data, shall be paid for or borne by the IAFF, the charges to be based on the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the IAFF.
- (c) For normal services contemplated by (a) above, the IAFF shall be charged \$250.00 annually, covering the period of this Agreement. The IAFF shall remit the above in 12 equal installments prior to and before the fifth (5th) day of each month.
- (d) The City shall not be liable either at law or equity for any damages incurred by the IAFF which occurs from the City's non-performance or delay of the duties and obligations of this Article 5, Section 5, covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

SECTION 5.6 The Employer agrees to deduct Insurance Premiums for Bargaining Agent-sponsored insurance from the pay of those Bargaining Unit members who individually request participation. Sales and service personnel for Union-sponsored insurance must obtain permission from the Fire Chief and schedule the visit with the Station Officer before servicing any accounts. Sales presentations are not allowed on the Employer's property at any time.

SECTION 5.7 The Employer recognizes that members of the Bargaining Unit are entitled to legal defense services as provided for in Titles 11 and 51 of Oklahoma State Statutes.

SECTION 5.8 The Official Departmental Personnel File for all persons covered under this Agreement shall be at Fire Department Headquarters.

All employees shall be able to view their personnel file at any time during normal office hours, in the presence of a Fire Department Administrative staff member.

- (a) Any time a written criticism or commendation is entered into an employee's file, the employee shall be provided a copy.
- (b) Any employee disagreeing with a written criticism placed in their file shall be allowed to have their views regarding such criticisms placed in their file within thirty (30) days.
- (c) The Fire Chief shall maintain the current policy regarding access to departmental personnel files.
- (d) Letters of reprimand will be removed from any employees' file at their request after a period of two years.

SECTION 5.9 The President of the International Association of Fire Fighters Local 157 shall be assigned special duty out of the Fire Chief's office to conduct bona fide Local 157 business.

SECTION 5.10 Every year in the third quarter of the fiscal year a Payroll Event Calendar is prepared for the following fiscal year. This schedule reflects by dates the payment of FLSA overtime by cycle, the quarterly uniform payment and the payment of any other special benefit in the CBA identified by the parties. This schedule is prepared by the Fire Department and presented to the Union for their input and approval.

ARTICLE 6

PROHIBITION OF STRIKES

SECTION 6.1 The Bargaining Agent agrees to a prohibition of any kind of job action, i.e., strikes, work slow-downs, mass absenteeism, or being party to such activities. The Bargaining Agent shall not be in breach of agreement where the acts and actions enumerated above are not caused or authorized by the Union.

SECTION 6.2 Upon notification confirmed in writing by Employer to the Bargaining Agent that certain of its members are engaged in a job action, the Bargaining Agent shall immediately in writing, order such members to cease the job action and return to work at once and provide the Employer with a copy of such order. Additionally, a responsible officer of the Bargaining Agent shall publicly order all employees participating in a job action to cease such action and notify them of impending disciplinary action should they continue in such activity. Notification by the

Bargaining Agent to its members shall not constitute an admission by it that any type of job action is in progress or has taken place or that any particular member is or has engaged in a job action. The notification shall be made solely on the representations of the Employer. In the event that a job action occurs, the Bargaining Agent agrees to take all reasonable, effective and affirmative steps to end the job action as promptly as possible.

ARTICLE 7

MUTUAL RESPONSIBILITY

SECTION 7.1 Nothing in this agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, national origin or political affiliation. Specifically, pursuant to Equal Employment Opportunity Commission Guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended. Said mutual responsibility shall extend to and include Americans with Disabilities Act, the Civil Rights Act of 1991, and the Family and Medical Leave Act of 1993 effective February 5, 1994 as per the Acts interpretation.

SECTION 7.2 In the event that any portion of this contract unintentionally conflicts with the Employer's capability to be in compliance with said Act(s), the EEOC guidelines will be overriding to that portion of this contract.

SECTION 7.3 The Bargaining Agent and Employer specifically recognize the necessity of continuous improvement in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

SECTION 7.4 Unfair labor practice shall be deemed to include but not be limited to the following acts and conduct:

- (a) Interfering with, restraining, intimidating or coercing employees or corporate authorities in the exercise of their rights.
- (b) Dominating or interfering with the formation, existence or administration of any employee organization of Bargaining Agent.
- (c) Discharging or otherwise disciplining or discriminating against an employee because he has signed or filed any affidavit, petition, or complaint.
- (d) Refusing to bargain collectively or discuss grievances in good faith with the proper authorities.
- (e) Instituting or attempting to institute a lockout.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 8.1 The Bargaining Agent or any employee may file a grievance within thirty (30) days of said occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

SECTION 8.2 The Bargaining Agent may report an impending grievance to the Chief of the Oklahoma City Fire Department or the City Personnel Director in an effort to forestall its occurrence.

SECTION 8.3 Any controversy between the Employer and the Bargaining Agent or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in the Agreement shall be adjusted in the following manner:

STEP I The grievance shall be discussed by the employee involved with his immediate Officer-in-Charge. The grievant's District Vice-President may be present at said discussion if the grievant desires.

The Vice-President may designate a person on duty at the grievant's station or an off-duty representative, if they so desire. The answer shall be orally submitted by the immediate Officer-in-Charge within ten (10) calendar days to the employee(s) involved.

STEP II If the grievance is not settled by the provisions of Step I, it shall be submitted within seven (7) calendar days, in writing to the Bargaining Agent Grievance Committee. Within ten (10) calendar days the Bargaining Agent Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement. If the grievance concerns only the Bargaining Agent, said grievance is properly filed under Step II of the procedure.

If the Bargaining Agent Grievance Committee finds that a grievance does exist, the Committee shall submit within five (5) calendar days in writing, this grievance to the Chief of the Oklahoma City Fire Department for adjustment.

The Chief of the Oklahoma City Fire Department shall submit his answer to the employee involved and to the Bargaining Agent Grievance Committee within seven (7) calendar days.

STEP III If the grievance has not been settled within that time, the Bargaining Agent shall send the grievance within seven (7) calendar days to the

Personnel Director, or designee for review, and possible resolution or if the parties mutually agree, the grievance shall be submitted for mediation to a mediator of the parties' choice, according to the rules of the Federal Mediation & Conciliation Service, (FMCS). If the parties are unable to mutually agree upon a mediator, the FMCS shall appoint a mediator to assist in adjusting the grievance at this level. The parties shall each select one representative to present their respective parties' position to the mediator. Each side shall present a summary of its position to the mediator, which presentation shall be limited to an hour per side. The presentation shall include a summary of all relevant facts. If, at the conclusion of the hearing the parties have not settled the grievance, the mediator shall make written findings of fact and recommendations and submit them to the parties within ten (10) days of the conclusion of the hearing. Said findings and recommendations shall be advisory only and not be binding on the parties or admissible in any subsequent arbitration hearing. If the grievance is unresolved at this step the grievant may proceed to Step IV within seven (7) calendar days of receipt of the mediator's findings or the Personnel Director's decision.

STEP IV

If the grievance has not been settled by the provisions of Step III, it then shall be submitted to the City Manager within seven (7) calendar days for his/her review.

The City Manager shall submit his/her answer to the Chief of the Oklahoma City Fire Department, the employee(s) involved, and the Bargaining Agent Grievance Committee within ten (10) calendar days.

If the City Manager and the Bargaining Agent Grievance Committee have not settled the grievance within that time, the Bargaining Agent shall have twenty (20) calendar days in which to submit the grievance to arbitration for adjustment as follows:

1. Within seven (7) calendar days from the date of the request for arbitration the Bargaining Agent and the Employer shall attempt to agree upon an arbitrator.

If, on the expiration date of the period allowed, the Bargaining Agent and the Employer are unable to agree upon the selection of an arbitrator within ten (10) calendar days, the Bargaining Agent and the Employer shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within seven (7) calendar days after receipt of the list of arbitrators, the parties shall alternately strike the name of one (1) arbitrator from the list of five (5) arbitrators, until one (1) name remains, with the Employer making the first strike from said list.

2. The arbitrator shall call a hearing to be held within twenty (20) calendar days after the date of appointment and shall give at least seven (7) calendar days notice in writing to the Bargaining Agent and the Employer of the time and place of such hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to him/her for determination.
3. A hearing conducted by the arbitrator shall be concluded within ten (10) calendar days from the time of commencement.

Within twenty (20) calendar days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of said opinion shall be mailed or otherwise delivered to the Bargaining Agent and the Employer.
4. With respect to the interpretation, enforcement or application of the provisions of this Agreement which do not relate to the statutory and charter authority of the City Council and the City Manager, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
5. The cost of the arbitrator shall be shared equally between the Bargaining Agent and the Employer. If a transcript of the proceedings is requested then the parties so requesting shall pay for it.

SECTION 8.4 All time limits set forth in this Article may be extended by mutual agreement, but if not so extended, they must be strictly observed.

SECTION 8.5 It is understood and agreed that when an employee files a grievance, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning said employee. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE 9

PROMOTIONS

SECTION 9.1 The purpose of this provision is to establish an orderly and impartial plan to select qualified individuals for promotion and to enhance career development.

SECTION 9.2 Administrative policy methods and procedures set forth are intended to provide assistance to the recommendations and judgment exercised by the Fire Chief. They are not intended to restrict his authority in the final selection and appointment process.

SECTION 9.3 Responsibility for administrative control of the promotion plan is vested in the Personnel Director and authority is delegated to the Fire Chief. In the exercise of administrative control, the Personnel Director in consonance with the Fire Chief may utilize his authority in monitoring and coordinating test construction and security surveillance for maintenance of the plan.

- (a) If the Fire Chief deems that an employee is not qualified for a promotion, he may exercise his right to submit a letter to the Personnel Director and employee stating such reason.
- (b) A Promotion Board is herewith created to coordinate the procedure, have general supervision of the elements used in the selection process, and make recommendations and certification to the Chief of the Fire Department. The Board shall consist of a representative from the City Manager's Office, the Personnel Department, the Fire Chief's Office, and the Bargaining Agent.
- (c) The Fire Department shall select test instruments, prepare test questions, and/or compile test questions from selected list, and administer, score and interpret test results.
- (d) Support Services shall establish a roster of qualified eligibles for certification and recommendation to the Fire Chief. The Training Work Section shall also be responsible for maintaining current study materials at all work sites.
- (e) The Promotion Board shall receive and rule on appeals relating to promotions and their ruling shall be final and binding, each on its own merit.
- (f) Minutes of each appeal shall be taken and distributed to each member of the Promotion Board.

SECTION 9.4 Promotional vacancies must be filled within 90 days if an existing sequence list is available. If there is no sequence list available, the department will attempt to meet the 90-day requirement. It is understood that there may be certain instances beyond the employer's reasonable control that may cause the 90-day period to be exceeded. However, it is the employer's intent to fill all promotional vacancies within the 90-day time frame.

SECTION 9.5 Only time on the Oklahoma City Fire Department shall be considered for requirements for eligibility to take the promotional examinations, which are as follows. All requirements listed for each position must be successfully completed. The pay range is listed next to each title.

SUPPRESSION

(a) *Corporal (920)* - To be certified a Corporal an employee must have met the following requirements:

1. Must have completed three years on the Oklahoma City Fire Department in Suppression.
2. Must have completed NFPA Fire Fighter II certification.
3. Must have completed Apparatus Operator Academy.
4. Must have a current and valid Oklahoma Drivers License.

(b) *Sergeant (922)* - To be a candidate for Sergeant an employee must have met the following requirements:

1. Must have been a Corporal for at least one year in Suppression, from the date of last employment.
2. Must have a minimum of five years as an employee of the Oklahoma City Fire Department from the date of last employment.
3. Must compete in a 100 question written examination given by the Training Work Section. The questions are to be germane to the position and procedures of the Oklahoma City Fire Department and shall include questions on operating procedures, general knowledge, driving techniques, and fire fighting operations.
4. The top 25 scoring candidates will be placed into a one-week academy. The academy shall include, but not be limited to, instruction in: driving techniques, equipment operation, and Fire Department policy and procedures.
5. The top 25 scoring candidates, combining written test score, seniority points, and academy score, shall be placed on a sequence list for promotion.

(c) *Lieutenant (923)* - To be certified as a Lieutenant an employee must have met the following requirements:

1. Must have been a Sergeant for one year in Suppression.
2. Must have completed Lieutenant certification in a one-week academy.
3. The academy shall include, but not be limited to, instruction in: basic computer skills, supervisory skills, and fire ground tactics.

(d) *Captain (928)* - To be a candidate for Captain an employee must have met the following requirements:

1. Must have been a Lieutenant for two years in Suppression.
2. Must compete in a 100 question written examination given by the Training Work Section. The questions are to be germane to the position and procedures of the Oklahoma City Fire Department and shall include questions on fire fighting strategy, effective company command, personnel management, and general knowledge.
3. The top 15 scoring candidates will be placed into a one-week academy. The academy shall include, but not be limited to, instruction in: advanced computer skills, basic fire instructor, fire command, and management skills.
4. The top 15 scoring candidates, combining written test score, seniority points, and academy score, shall be placed on a sequence list for promotion.

(e) *Major (929)* - To be certified as a Major an employee must have met the following requirements:

1. Must have been a Captain for two years in Suppression.
2. Must have completed Major certification in a one -week academy.
3. The academy shall include, but not be limited to, instruction in: advanced fire officer and interpersonal relations.

(f) *District Chief (930)* - To be a candidate for District Chief an employee must have met the following requirements:

1. Must have been a Major for two years in Suppression.
2. Must have 15 consecutive years on the Oklahoma City Fire Department.
3. Must have completed thirty (30) hours towards a degree.
4. Must compete in a 100 question written examination given by the Training

Work Section. The questions are to be germane to the position and procedures of the Oklahoma City Fire Department and shall include questions on fire fighting strategy, effective chief officer command, personnel management, and general knowledge.

5. The top 12 scoring candidates combining written test score and seniority points will be referred to an assessment center designated by the Fire Department and approved by the Personnel Department.
6. Seniority points shall be calculated in the following manner:

Candidates shall accumulate .25 points per quarter with a maximum of 6.25. A candidate's seniority begins at the time they become eligible to take the respective promotional examination.
7. The assessment center shall certify three more candidates to the Chief than the number of positions vacant at that time. After the position(s) have been filled, the list is depleted.
8. The selected individual(s) shall receive special officers training in a one-week academy prior to assignment.

(g) *Battalion Chief (931)* - To be certified as a Battalion Chief an employee must have met the following requirements:

1. Must have been a District Chief for one year in Suppression.
2. Must have an Associate Degree, or 60 or more hours in a degree program.

TRAINING *In Reference to MOU 00-01 (1)*

The existing training work section shall become a work section under the Operational Services Division. The eligibility requirements for all ranks shall be the same as the Suppression Section requirements. This will allow for lateral transfers into and out of that work section, from other suppression worksites. All regular transfers into the training work section are expected to last for a minimum of eighteen months.

When a training vacancy occurs, the following procedure shall be followed in this sequential order to fill it:

1. Allow a suppression personnel to laterally transfer. The top six by seniority in rank that apply shall proceed to oral interviews. The Fire Chief shall make the final selection.
2. Allow a person from the existing promotional list to be promoted into that position. The training vacancy will be filled with the highest position on the list of personnel who make application. (This shall be an exception to "General Procedures (f) which states "Promotions shall not be made other than to the position on the list which the

- appointee's name appears.”)
3. Give a test for the position and fill it in accordance with the CBA. After the position(s) have been filled, the list is depleted.

Personnel in the Training work section shall receive ‘Bonus’ seniority points for time served in the assignment up to a maximum of four (4) points. These ‘Bonus’ points shall be earned and applied in the same manner as seniority points however they shall be in addition to any earned seniority points listed in the CBA.

While assigned to the training work section, a person’s time in grade shall continue to accrue for career development purposes (ie. Lieutenant/Major/Battalion Chief) however the time in grade requirements for competitive promotions (ie. Captain/District Chief) must be met in the Suppression work section.

Personnel transferring into the training work section shall not suffer any loss in base pay including regularly scheduled FLSA. A “shift differential pay” of 11.25% of the persons base rate as defined in Addendum B shall be received in lieu of the lost ‘regularly scheduled’ FLSA.

The Fire Chief retains the right of ‘Administrative Transfer’ except for the filling of vacancies as listed above.

FIRE DISPATCH WORK SECTION

- I. Entry level rank in the Fire Dispatch Work Section will be Dispatcher. Entry level pay scale will be the pay step that the employee is currently in or top step Corporal should the employee be in a rank above Corporal. Bargaining unit members transferring to the Fire Dispatch Work Section as a result of obligations set forth in Article 7 (Mutual Responsibility) of the Collective Bargaining Agreement, shall not have their pay reduced. The pay of the transferred employee shall be frozen at the time of the transfer (z’d) until such time as the pay assigned to the position exceeds the z’d rate of pay.
- II. Employees hired after July 1, 1995 will be subject to assignment into the Fire Dispatch Work Section provided no other candidates from Suppression apply. Those employees subject to assignment must be of the Corporal rank or below and will be selected by a random procedure utilizing employee numbers in place of names. Should an employee be assigned to the Dispatch Work Section, they will only be required to serve one 2-year period and will not be subject to assignment for a second 2-year period unless the employee requests to be reassigned to the Dispatch work section. The pool of candidates for future random selections shall be from the last recruit academy that has achieved their one-year permanent status, excluding paramedics. {in reference to MOU 2002-03 (2)}
- III. All employees going into Dispatch after October 3, 1995 may be assigned as necessary for the operations of the Suppression and Dispatch work sections subject to the provisions of Memorandum of Understanding FY 1995-96 (2) and the Collective Bargaining Agreement. Employees may be required to perform Suppression activities and will be required to maintain any certifications necessary to function in Suppression.

They will also be allowed to attend any academies or training needed for their career development. The intent of this section is to transition the entry level into the Dispatch work section to become another work station in Suppression following the same career development path, with the incentive of special skills pay, much like Hazardous Materials, Diver, etc. It is understood that the career development path in the Collective Bargaining Agreement for the Fire Dispatch Work Section will remain in full force and effect except where specifically modified unless an agreement can be reached on the Sergeant rank and above in the Fire Dispatch Work Section.

- IV. A group of not more than twelve (12) personnel from Suppression shall be identified to assist the Dispatch Work Section in their responsibilities during short term vacancies. These personnel shall receive the same incentive pay as those personnel assigned to the Fire Dispatch Work Section as identified in Article 28.

(a) Selection of Loaned Dispatch – Reference MOU FY 96-97 (6)

A survey will be conducted by teletype to see who would be interested in being a permanent loan person to dispatch from suppression. (Would receive \$25.00 per pay period as incentive pay as per Article 9 and Article 28 of the CBA.)

- 1) Would be placed on a rotating list of four personnel per shift to be loaned to dispatch whenever they are short-handed.
- 2) Would spend one shift per quarter working in dispatch to maintain skill level.
- 3) If circumstances necessitate the transfer of an individual who is receiving dispatch incentive pay to another shift that already has a full compliment of back-up dispatchers (four), that individual would lose the incentive pay. However, the affected person shall be selected for the first vacant slot on their newly assigned shift unless they choose not to accept it. The transferred individual's vacant slot would be filled by the normal selection process as outlined in the MOU.

(b) Selection Procedure (in order of preference)

- 1) Persons with prior training in Oklahoma City Fire Department dispatch.
- 2) Time on Oklahoma City Fire Department.
- 3) Rank and time-in-grade.
- 4) Person receiving the lesser amount of incentive pays.
- 5) Lottery (one representative from Local 157 and the affected members may be present during the drawing if they so desire).

V. Dispatch

(a) *Dispatcher* - To be a Dispatcher the following will apply:

1. Must have completed one (1) year on the Oklahoma City Fire Department.

2. Must remain in Fire Dispatch Work Section for a minimum of two (2) years at which time an employee may transfer according to Section 23.1 or 23.3 of Article 23 of the current CBA, shorter time periods may be approved by the Fire Chief on a case-by-case basis. Every effort will be made to return employees transferring from the Dispatch Work Section into Suppression to the same shift they were on prior to the Dispatch assignment.
3. The provisions of General Procedures paragraphs (q) and (r) apply.
4. Should more candidates request assignment into this work section than there are vacancies, the provisions of General Procedures (k) shall apply.

(b) *Senior Dispatcher (920)* - To be certified as a Senior Dispatcher an employee must have met the following requirements:

1. Must have served three years on the Oklahoma City Fire Department.
2. Must have Communications certification (CLEET or APCO) or meet suppression corporal requirements.

To maintain (920) pay range upon return to suppression, the employee must successfully complete the Corporal academy either while in the Fire Communications Division or the next academy immediately following the return to suppression. Also refer to “*General Procedures*” paragraph (n).

(c) *Lead Dispatcher (922)* - To be a candidate for Lead Dispatcher an employee must have met the following requirements:

1. Must have completed at least two years as a Dispatcher in the Fire Dispatch Work Section.
2. Must have been a Corporal for at least one year on the Oklahoma City Fire Department.
3. Must have five years on the Oklahoma City Fire Department.
4. Must be EMD certified.
5. Must have Communications certification (CLEET or APCO).
6. Follow procedures under (k) of the General Procedures section of this Article.

(d) *Senior Lead Dispatcher (923)* - To be certified as a Senior Lead Dispatcher an employee must have met the following requirements:

1. Must have been a Lead Dispatcher for one year in the Fire Dispatch Work Section.
2. Must have Instructor I and Supervisory I certifications.

(e) *Shift Supervisor (928)* - To be a candidate for Shift Supervisor an employee must have met the following requirements:

1. Must have been a Senior Lead Dispatcher for two years in the Fire Dispatch Work Section.
2. Must have ICS and Fire Services Instructional Techniques (Instructor I) certifications.
3. Follow the procedures under (k) of the General Procedures of this Article.

(f) *Senior Shift Supervisor (929)* - To be certified as a Senior Shift Supervisor an employee must have met the following requirements:

1. Must have completed two (2) years as Shift Supervisor in the Fire Dispatch Work Section.
2. Must have completed Interpersonal Relations certification.

~~COMMUNICATION MAINTENANCE WORK SECTION~~

~~(a) *Radio Technician IV (920)* - To be certified a Radio Technician IV an employee must have met the following requirements:~~

- ~~1. Must have three years in the Fire Communication Maintenance Work Section.~~
- ~~2. Must hold a NARTE Technician Class IV certification with RF endorsements (land mobile systems).~~

~~(b) *Radio Technician III (922)* - To be certified a Radio Technician III an employee must have met the following requirements:~~

- ~~1. Must have been a Radio Technician IV for one year.~~
- ~~2. Must have at least five years on the Oklahoma City Fire Department.~~
- ~~3. Must hold a NARTE Technician Class III certification.~~

~~(c) Radio Technician II (923) — To be certified a Technician II an employee must have met the following requirements:~~

- ~~1. Must have been a Radio Technician III for one year.~~
- ~~2. Must hold a NARTE Technician Class II certification.~~

~~(d) Base/Mobile Supervisor (928) — To be a candidate for Base/Mobile Supervisor an employee must have met the following requirements:~~

- ~~1. Must have been a Radio Technician III or II.~~
- ~~2. Must hold a NARTE Technician Class I certification.~~
- ~~3. Must have Supervisory I certification.~~
- ~~4. Follow the procedures under (k) of the General Procedures section of this Article.~~

~~(e) Senior Supervisor (929) — To be certified as a Senior Supervisor an employee must have met the following requirements:~~

- ~~1. Must have been a Base/Mobile Supervisor for two years.~~

FLEET MAINTENANCE WORK SECTION

~~(a) Assistant Maintenance Chief II (931) — To be certified as an Assistant Maintenance Chief II an employee must have met the following requirements:~~

- ~~1. Must have been an Assistant Maintenance Chief for one year.~~
- ~~2. Must have an Associate Degree, or 60 hours or more in a degree program.~~

FIRE PREVENTION SERVICES DIVISION

Entry position in the Code Enforcement Section and Fire Investigation Section shall be (928) Captain. There are equivalent ranks and requirements listed below, however for the purposes of promotions and/or transfers these work sections shall be considered separate. Whenever vacancies occur in the Investigation or Code Enforcement work sections, the Fire Chief has the option to fill it from interested candidates from the other work section or utilize the procedure listed under General Procedures section (k). If three or more candidates apply from the other work section, the Fire Chief will choose from that list, through assessment and/or interview or as deemed necessary by the Fire Chief. However, if one of the three declines the position or withdraws, it will revert back to less than three from the work section, and therefore the Fire Chief would have the option to utilize General Procedures section (k). CLEET certified

personnel may be required to perform duties of either section if needed.

a) *Inspector/Investigator (928)* - To be a candidate as an Inspector/Investigator an employee must have met the following:

1. Must be Sergeant rank or above in Suppression.
2. Follow the procedures under (k) of the General Procedures section of this Article.
3. Captains and Majors in Suppression who compete and are selected for the Fire Prevention Services Division under procedures above will suffer no loss in base pay.
4. Must be able to successfully pass a criminal background check.
5. Must be able to successfully pass a psychological evaluation as deemed by the State of Oklahoma to become a certified Peace Officer.
6. Once promoted to the rank of Inspector/Investigator in the Fire Prevention Services Division the employee must pass the CLEET Certification to become a Certified Peace Officer in order to stay in the Fire Prevention Services Division.

(b) *Senior Inspector/Investigator (929)* - To be certified as Senior Inspector/Investigator an employee must:

1. Serve two years as Inspector/Investigator in the Fire Prevention Services Division.
2. Must have completed Major certification in a one -week academy.
3. The Academy shall include but not be limited to instruction in: advanced fire officer and interpersonal relations.

(c) *Deputy Fire Marshal (932)* - To be certified Deputy Fire Marshal an employee must:

1. Serve one year as Senior Inspector/Investigator in the Fire Prevention Services Division.
2. Must have completed thirty (30) hours toward a degree.

(d) *Assistant Fire Marshal (930)* - To be a candidate for Assistant Fire Marshal an employee must have met the following requirements:

1. Must have completed one year in pay range 929 or above in any non-suppression division or work section.

2. Must have completed thirty (30) hours towards a degree.
3. Follow procedures under (k) of the General Procedures section of this Article.

(e) *Assistant Fire Marshal II (931)* - To be certified as an Assistant Fire Marshal II an employee must have met the following requirements:

1. Must have been an Assistant Fire Marshal for one year.
2. Must have an Associate Degree, or 60 hours or more in a degree program.

PUBLIC EDUCATION WORK SECTION

Entry position in the Public Education Work Section shall be Public Education Instructor (928) Captain.

(a) *Public Education Instructor (928)* - To be eligible for Public Education Instructor an employee must have the following:

1. Must be Sergeant rank or above in Suppression.
2. Follow the procedures under (k) of the General Procedures section of this Article.
3. Captains and Majors in Suppression who compete and are selected to Public Education under procedures above will suffer no loss in base pay.

(b) *Senior Public Education Instructor (929)* - To be eligible for Senior Public Education Instructor an employee must have the following:

1. To be certified as a Senior Public Education Instructor an employee must serve at least two years as a Public Education Instructor in the Public Education Work Section.
2. Must complete required training including Public Education Officer Certification.

(c) *Deputy Public Education Officer (932)* - To be certified Deputy Public Education Officer an employee must:

1. Serve one year as a Senior Public Education Instructor in the Public Education Work Section.
2. Must have completed thirty (30) hours toward a degree.

(d) *Assistant Fire Marshal (930)* - To be a candidate for Assistant Fire Marshal an employee must have met the following requirements:

1. Must have completed one year in pay range 929 or above in any non-suppression division or work section.
2. Must have completed 30 hours towards a degree.
3. Follow procedures under (k) of the General Procedures section of this article.

(e) *Assistant Fire Marshall II (931)* - To be certified as an Assistant Fire Marshall II an employee must have met the following requirements:

1. Must have been an Assistant Fire Marshal for one year.
2. Must have an Associate Degree, or 60 hours or more in a degree program.

GENERAL PROCEDURES

(a) The Fire Chief will establish the eligibility requirements and selection procedures for all Bargaining Unit positions, not listed in the career development positions above, such as Fire Safety Officer and similar Administrative Officers. It is understood that all the elements in establishing eligibility requirements and selection procedures will be administered in a consistent manner during the term of the Agreement. Further, that the parties recognize the Fire Chief must have margin for flexibility and if changes in the system are required on a case-by-case basis, the Chief will send a draft copy to the Bargaining Agent five (5) business days prior to posting the vacancy(ies).

Promotions to positions in pay ranges 950 and above shall be by assessment center and/or interview as determined by the Fire Chief. Minimum time in grade for the Deputy Chief of Suppression positions will be one year as District Chief in Suppression. Minimum time in grade for the Deputy Chief of Support Services will be one year as a 930 or above. Minimum time in grade for the Deputy Chief of Prevention Services ~~all other 950 positions for areas listed in career development in this article (i.e. Training, Fire Marshal, etc.)~~ will be one year as Major (929) in a non-suppression division or work section.

- (b) All candidates for Sergeant and Captain will be placed on a sequence list in descending order according to total score. The sequence list shall remain in effect until depleted.
- (c) Notice of examinations and source of testing material shall be published at least thirty (30) days prior to any written examination.

- (d) Eligible employees for the examination must be present at the announced examination time and shall remain until they have completed the test.
- (e) The examination date shall be the cut-off date for determining in-grade service eligibility.
- (f) Promotions shall not be made other than to the position on the list which the appointee's name appears.
- (g) An employee on temporary work review shall be allowed to compete in any promotional examination. However, the employee on temporary work review shall not be promoted until the employee has successfully completed such work review.
- (h) All leave and assignments on the Fire Department, for any reason, shall not be counted as broken service toward eligibility for promotion and/or reclassification (excluding termination and AWOL).
- (i) All testees may review the correct answers to the written examination at the times listed below:

The protest period for the written examination shall be 1:00 p.m. to 5:00 p.m. the day of the test, and 8:00 a.m. to 12:00 noon the following business day. Any protest must be in written form and state why the question is being protested and filed during the appropriate period with the Chief Officer of Support Services or designee. When the protest period has closed, testees will be given the opportunity to review any adjustment(s) ~~made by the Chief Training Officer or designee.~~

The adjustment review period shall be 1:00 p.m. to 5:00 p.m. the day that the protest period closes, and 8:00 a.m. to 12:00 noon the next business day.

When the adjustment review period has closed, candidates shall be allowed to review their answers for accuracy of grading only, not to protest the test content. The grading review period shall be 1:00 p.m. to 5:00 p.m. the day that adjustment review period closes, and 8:00 a.m. to 12:00 noon the next business day. Testees will only receive their scores in person at the place stated in the vacancy announcement. ~~Fire Training Academy.~~ After the protest period, adjustment review period, and grade review period have elapsed for the written examination, the list of academy candidates will be published.

- (j) In cases where ties occur for the last position after taking a promotional examination, all individuals will proceed to the next step, i.e.: promotional academy, assessment center, interview, or on the sequence list for promotion (allowing for expansion of sequence list beyond the specified number of candidates).

For candidates tied for positions on the promotional sequence list, the following steps shall be used as a tie breaker for determining the position on the sequence list:

1. Seniority in classification
2. Seniority on the Fire Department
3. The highest score on the promotional examination
4. The highest score in promotional academy (if applicable)
5. Education incentive pay points, .5 per level as defined in Section 27.1 of Article 27
6. Specialty pay points, .5 per EMT-D, EMS Instructor, Paramedic, Haz-Mat, Diver or Dispatcher
7. Highest overall average of Recruit Academy scores (if available).

The education incentive pay points and specialty pay points in tie breaker #5 and #6 are used to break ties only and will not be calculated into the promotional sequence list scores.

- (k) The following procedures are to be used for the positions in (a) above, and also referred to for positions in the support divisions.

1. Candidates meeting the eligibility requirements must compete in a 100 question written examination.
2. The top eight scoring candidates will be referred to an assessment center designated by the Fire Department and approved by the Personnel Department. If less than eight candidates apply, no written test will be given.
3. The assessment score alone will determine a list of five candidates. If more than one position is available, the list will expand, one person for each additional position.

If less than five candidates apply an oral review board may be used in place of the assessment center and all candidates will be placed on the list.

4. Interviews may be conducted with the successful assessment center or oral review board candidates to allow candidate input. Selection will be made from the list of successful candidates. Once a selection is made the list is depleted.

- (l) Seniority points shall be calculated in the following manner:

Candidates shall accumulate .5 points per quarter with a maximum of 12.5. A candidate's seniority begins at the time they become eligible to take the respective

promotional examination. A candidate's seniority points shall be divided equally and applied as follows:

½ of the accumulated points to the written examination to determine the list of candidates who will attend the appropriate academy, and ½ of the accumulated points to the academy score to determine the sequence of the candidate on the appropriate promotion list.

Exception to this provision is District Chief in Fire Suppression.

- (m) The academies discussed in this Article shall be given on consecutive days for one week (5 day - Monday through Friday, 40 hour weeks). Accounting for time shall be as has been done in the past for attendance at the National Fire Academy. A one week academy would be as follows for 24 hour shift employees:

Released from duty at 1900 hours on the Sunday preceding the academy.
Return to duty at 1900 hours on the Saturday following the end of the academy.

- (n) In the event that, the career development academies discussed in this Article, are not given prior to an individuals eligibility by time in grade, they shall be allowed to move into their respective career development step.

However, when the academy is offered, the candidate must attend or be subject to lose their career development designation and pay until the academy is attended.

As an employee completes the requirements for the career development positions, they should provide documentation to the Human Resources Work Section showing completion of the requirements. When the employee is within thirty (30) days of completing the time-in-grade requirement, a request should be made to the ~~Training~~ Human Resources Work Section to initiate the certification process.

- (o) All promotions shall change the pay anniversary date of the employee. Promotions shall be to the lowest step in the new range that provides an increase in salary, unless placement in a higher step is approved by the Chief.
- (p) The Corporal rank is an extension of the Fire Fighter rank, the Lieutenant rank is an extension of the Sergeant rank, the Major rank is an extension of the Captain rank and the Battalion Chief rank is an extension of the District Chief rank.
- (q) Any employee, eligible by time-in-grade, as defined in (h) above, on the effective date of this agreement shall continue to be eligible by time-in-grade. Eligibility, in regards to seniority points, began at the time the employee originally became eligible for their next competitive promotion and shall be configured with the formula contained in (l) above.

Personnel will be allowed to compete for any promotions they meet the requirements for. Should they request to transfer out of their current division or work section, they will only be allowed to transfer to the division or work section they came from, and they will be placed in a rank equivalent to the one held when they left their previous division or work section, at the pay range of the assigned rank.

- (r) Any individual in pay range (929) in the support division, who competes and is selected to the lower pay range (928) positions for which they were eligible in Suppression, shall not suffer any loss in base pay. However, any individual in the support division who competes and is selected to a lower pay range position that is more than one pay range below their current pay range, shall have their respective pay range adjusted downward to top step of the career development pay range for the position for which they are being selected. In these instances, these employees shall have their pay frozen (Z'd) until such time as normal step raises and career development in the lower rank would have caught them up to the frozen (Z'd) pay rate.

In all instances, it shall be understood that the pay is frozen (Z'd) at a level, but the rank and the title shall be appropriate for the position the person was selected for.

NON-ADMINISTRATIVE

It is understood and agreed that advancement between steps in each non-administrative classification shall be based on acceptable performance, improved job skills, and length of service within the classification.

ADMINISTRATIVE

The performance of administrative employees shall be evaluated at least annually and performance evaluation forms submitted to the Personnel Department for inclusion in the personnel history folder. Employees may receive pay increases upon approval of the Department Head's recommendation and completed performance evaluation which substantiates levels of performance sufficient to merit the increase.

The City Manager shall have the authority to approve or disapprove recommendations for pay increases, and shall provide written notification of such decision to the department.

Exceptional Meritorious Service - Department Heads may recommend to the City Manager a maximum two-step pay increase within the appropriate range to recognize exceptional meritorious service of individual employees. Such recommendation must be accompanied by a completed performance evaluation substantiating levels of performance sufficient to justify the increase.

ARTICLE 10

PERSONNEL REDUCTION

SECTION 10.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Seniority in this instance shall be determined by continuous service from last date of employment.

SECTION 10.2 No new employee shall be hired until the employee or employees laid off and the Bargaining Agent have been notified by Registered Mail and the employee given a fourteen (14) day period to notify the Employer of his intentions.

ARTICLE 11

SAFETY AND HEALTH COMMITTEE

SECTION 11.1 The Employer and the Bargaining Agent agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of surveys and/or studies, new forms, procedures, materials, equipment, and any new concept in safety and health applicable to the Safety and Health Committee.

SECTION 11.2 Three (3) employees representing the Bargaining Agent and three (3) employees representing the Employer shall comprise the Safety and Health Committee.

SECTION 11.3 The Safety and Health Committee shall meet monthly and at such other times as deemed necessary by the Fire Chief and/or the Bargaining Agent.

SECTION 11.4 Committee members shall also be granted time off with pay to conduct investigations of safety and health problems if deemed necessary by the Fire Chief and/or the Bargaining Agent.

SECTION 11.5 The Bargaining Agent agrees to cooperate with the City in mutually approved programs, distribution of literature, or other methods to discourage smoking by members of the Bargaining Unit.

SECTION 11.6 The Safety and Health Committee shall meet with and provide input to the Uniform Committee in areas affecting employee safety. Additionally, two (2) members of the Safety and Health Committee, one (1) representing the Bargaining Agent and one (1) representing the Employer, shall be members of the Uniform Committee.

ARTICLE 12

SICK LEAVE

SECTION 12.1 Employees shall accumulate five (5) hours per pay period with a maximum

accrual of 2000 hours.

SECTION 12.2 Employees shall be compensated in cash at their base rate of pay for one-half (½) of any unused sick leave that has been accumulated by the employee when the employee regularly retires from the Fire Department or retires because of job related injury.

SECTION 12.3 Payment for the sick leave balance shall be made as follows: fifty (50) percent of the sick leave balance shall be paid to the employee at time of death or voluntary resignation provided that, the fifty (50) percent maximum payment will be reduced two and one-half (2½) percent for each year less than twenty (20) years of creditable service; one hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Fire Department.

SECTION 12.4 If a member of the Fire Department personnel does not use more than two (2) twenty-four (24) hour shifts of sick leave during his leave year, he will receive an additional twenty-four hour shift of vacation accrual on his leave anniversary date.

SECTION 12.5 An employee incurring a non-duty sickness or disability shall receive sick leave with full pay. The sick leave shall be charged for hours that are actually missed because of an illness or disability at a rate of sixteen (16) hours per shift for twenty-four (24) hour shift employees.

SECTION 12.6 An employee who incurs a non-work related illness or injury requiring that employee to miss work, and who has exhausted his or her sick leave, vacation leave, and compensatory time may accrue additional sick leave donated by other employees. Donated sick leave must be on a hour for hour basis. The maximum amount of sick leave that can be donated to a single 8-hour shift employee per fiscal year, by any one employee, shall be an amount equal to 24 hours of leave of the injured or ill employee.

The maximum amount of sick leave that can be donated to a single 24-hour shift employee per fiscal year, by any one employee, shall be an amount equal to 48 hours of leave of the injured or ill employee.

The donated leave shall be used in the order it is donated. Should the injured or ill employee return to work, or die, with donated sick leave which was not used by the employee, the unused donated leave shall revert to the employee who donated the leave.

SECTION 12.7 Each employee in the unit shall have the right to convert to vacation leave up to 32 hours of sick leave per year. Converted sick leave must be used, with supervisor approval, in the same pay period in which it is converted. Sick leave must be converted in a minimum of four (4) hour increments. Employees using sick leave conversion cannot exceed the maximum vacation leave accruals set forth in sections 17.1 through 17.4 of this agreement.

ARTICLE 13

INJURY LEAVE

SECTION 13.1 An employee injured on the job shall continue to receive his regular rate of pay during the time necessarily lost from work, not to exceed six (6) calendar months from the date of injury; provided, any disability payments received from worker's compensation coverage, for the same injury, shall be credited to the City.

SECTION 13.2 Members who suffer an on-the-job injury, off-the-job injury or illness, may, upon proper medical release, request light duty. The light duty assignment shall be at the discretion of the Fire Chief. The member shall be assigned to any available light duty position and may work an eight hour shift. The member shall be paid the shift wage he/she would have received if the member had worked 24 hours. The maximum time a member may serve on light duty assignment shall be six months ~~from the date of injury or illness~~. The six month period time limit may be waived if medical prognosis indicates the member will return to full duty within 60 days of the end of the six month period.

ARTICLE 14

EMERGENCY LEAVE

SECTION 14.1 *Death in Family:* Up to four (4) calendar days will be granted with pay when a death occurs in the immediate family. Immediate family shall be defined as: ~~spouse and children, mother, father, brother, sister, grandparents of the employee and employee's spouse.~~ Spouse, parents, step-parents, children, brothers, sisters, step-brothers, step-sisters, grandparents, and grandchildren of the employee or the employee's spouse. If the death occurs while the Fire Fighter is off duty, the four (4) calendar days will commence at 7:00 a.m. the following day. If a Fire Fighter is notified of a death in his immediate family when he is on duty and he leaves his duty station, the death in family leave time shall commence at the next closest hour. If the time granted for this death up to four (4) calendar days ends during any portion of the Fire Fighter's on duty work shift, the Fire Fighter shall be allowed to remain off duty the remainder of that shift and this time to the next four (4) hour increment will be charged to the Fire Fighter's holiday leave time.

If a Fire Fighter is notified of a death in his immediate family while he is on duty and he does not leave his duty station, the death in family leave time shall commence at 7:00 a.m. the following morning.

SECTION 14.2 *Sickness in Family:* In the event of sickness or injury to a member of an employee's immediate family which is serious enough to warrant the presence of the employee, as certified by his company officer or immediate supervisor, the employee shall be granted up to four (4) calendar days per occurrence. Sickness in family leave can be scheduled in advance if approved by the company officer or the officer in charge. Sickness in family leave can be used when a Fire Fighter or the spouse of a Fire Fighter has a baby.

SECTION 14.3 In the event of sickness or injury to an employee's immediate family member which qualifies under the Family and Medical Leave Act (FMLA), the employee may be allowed to use personal sick leave for the duration of the leave, as certified by a physician. For purposes of a FMLA-qualifying event, the FMLA definition of an immediate family member shall be used and the residency of the immediate family member shall not restrict the availability of the employee's personal sick leave.

The sickness in family leave times herein provided apply only when the sickness or injury does in fact require time off from regularly scheduled duty and does not contemplate nor grant an accrual of time when said events occur during regularly scheduled days off, vacations, or other permissible leave with pay periods. ~~Sickness in family leave shall be deducted from accumulated sick leave.~~ The duration of sickness in family leave as referred to in this Section 14.3 may exceed the (FMLA maximum) twelve (12) weeks, and may be deducted from accumulated sick leave or accumulated personal leave.

ARTICLE 15

MILITARY LEAVE

SECTION 15.1 The Employer agrees that any employee called into the Armed Forces of the United States during National Emergency, or drafted, shall be given all protection of applicable state and federal laws and a leave of absence shall be granted, with or without pay according to applicable State and Federal Statutes.

SECTION 15.2 Under state law, employees are entitled to receive up to 20 working days of paid military leave per federal fiscal year (October 1 to September 30). For those twenty-four (24) hour shift employees who are eligible for regularly scheduled FSLA overtime, the 20 days of paid military leave shall be considered as hours worked for overtime purposes.

Military leave shall be charged hour for hour that an employee is absent from work as reflected by proper military orders. For twenty-four (24) hour shift employees, the maximum limit for paid military leave shall be 480 hours (20 days x 24 hours per shift = 480 hours). For the forty (40) hour workweek employees, the maximum limit for paid military leave shall be 160 hours (20 days x 8 hour days = 160 hours).

SECTION 15.3 In addition to the 20 days of military paid leave, an employee may choose to use his/her accrued vacation leave, holiday leave, compensatory time, due days, etc., or take a leave of absence without pay. Use of sick leave is not authorized for military leave of absence.

ARTICLE 16

HOLIDAYS

SECTION 16.1 All twenty-four (24) hour shift employees shall be granted two hundred and sixteen (216) personal leave hours July 1 of each year. Of these personal leave hours, it is understood that one hundred twenty (120) hours are holiday leave hours and ninety-six (96)

hours are ‘*Kelly Day*’ leave hours.

SECTION 16.2 If any employees of the City of Oklahoma City are granted by Council action, Personnel Policies, and/or Collective Bargaining Agreements, Presidents’ Day under the same conditions, Presidents’ Day will be recognized in the 2005-2006 ~~2004-05~~ Agreement with IAFF.

SECTION 16.3 The maximum accrual of holiday time will be four hundred thirty two (432) hours. Employees will be paid for all holiday accumulations up to a maximum of three hundred twenty four (324) hours upon termination of employment.

SECTION 16.4 Employees who do not work all of the scheduled working days within a fiscal year shall receive holiday leave on a pro-rata basis.

SECTION 16.5 Employees may take leave under this Article at any time subject to the following:

- (a) It must be approved and scheduled in advance with the Station Officer.
- (b) It must be taken in blocks of not less than four (4) hours.
- (c) It must not impede the normal operations of the Fire Department at the time of approval.

SECTION 16.6 All eight (8) hour personnel shall be granted ten (10) holidays (80 hours) as follows:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Veteran’s Day	New Year’s Day
Thanksgiving Day	Martin Luther King Day
Day following Thanksgiving	Memorial Day

SECTION 16.7 Any additional holiday declared by the City shall be declared a paid holiday and shall be subject to Section 5 of this Article. It is understood that for twenty-four (24) hour personnel this shall mean an additional twelve (12) hours.

ARTICLE 17

VACATIONS

SECTION 17.1 All employees with zero (0) to five (5) years of continuous service shall accrue vacation leave at the rate of three hours and forty-two minutes per pay period with a maximum accrual of two hundred fifty (250) hours.

SECTION 17.2 All employees with five (5) to ten (10) years of continuous service shall accrue vacation leave at the rate of four hours and eighteen minutes per pay period with a maximum

accrual of two hundred fifty (250) hours.

SECTION 17.3 All employees with ten (10) to fifteen (15) years of continuous service shall accrue vacation leave at the rate of five hours and eighteen minutes per pay period with a maximum accrual of four hundred (400) hours.

SECTION 17.4 All employees with fifteen (15) or more years of continuous service shall accrue vacation leave at the rate of six hours and twelve minutes per pay period with a maximum accrual of four hundred (400) hours.

SECTION 17.5 Employees may use vacation time in any manner that they choose, so long as the normal operations of the Fire Department are not impeded; provided that the minimum time a member of the bargaining unit may use is $\frac{1}{4}$ one (1) twenty-four hour shift. Minimum use of vacation leave shall be 4-hour increments for 24-hour shift personnel;

4-hours vacation leave = 6 shift hours

8-hours vacation leave = 12 shift hours

12-hours vacation leave = 18 shift hours

16-hours vacation leave = 24 shift hours

~~**SECTION 17.6** The vacation shall be charged for actual hours of leave taken at a rate sixteen (16) hours per shift for twenty-four (24) hour shift employees~~

ARTICLE 18

HOURS, TIME EXCHANGE AND SPECIAL ASSIGNMENT

SECTION 18.1 The twenty-four (24) hour shift employees shall continue to work the current, three platoon, twenty-four hour shift. The twenty-four (24) hour shift employees' work shall commence at 7 a.m. and continue through 7 a.m. the following day.

SECTION 18.2 Employees in Code Enforcement who are assigned to a 4-day work week shall work between the hours of 7:00 a.m. to 6:00 p.m., a total of nine-hour work day for four days, and work four hours flex time for job duties required outside the standard 40-hour work week. Both the nine-hour work days and the flex time are subject to be assigned and controlled by the supervisor. However, the New Year's Eve and 4th of July holidays will be scheduled at least 30 days in advance for personal planning purposes. Flex time activities shall be performed in uniform using their assigned vehicle unless otherwise authorized by the work section supervisor. The work schedule hours will be flexible and be at the discretion of the supervisor with an agreement from the employee in order to meet the work load efficiently and effectively. The schedule will allow employees an hour lunch break.

Each employee on the 4-day work week will receive a day off during the standard 5-day work week. That day off will be scheduled in accordance with the included day off schedule and each employee will be placed into a slot and will remain in that day off slot until they leave the work section. Future employees will be placed into the vacant day off slot. The schedule will be made out far enough in advance to allow employees to schedule their activities around their days off,

and will be rotated so each employee gets an equal share of Mondays or Fridays off to provide a three-day weekend. Employees may trade their scheduled day off among themselves, with the supervisors approval, as long as each completes their 40-hour work week. Employees who happen to be scheduled off on a City holiday will receive the City holiday and a scheduled day off. That scheduled day off can be banked to a maximum of 54 hours.

Only employees in pay range 932 and below in Code Enforcement are eligible for the 4-day work week.

The department will evaluate the need for a call week and may discontinue the call week if not needed. If the call week is discontinued, but a Code Enforcement Officer is needed outside normal work hours, they will be compensated as outlined in Article 19, Section 19.3, of this agreement. Every attempt will be made to utilize department personnel working scheduled hours (including flex time) before calling an off duty employee. If an employee is called back, they may choose to use their flex time rather than the Section 19.3 provision. The supervisor shall establish a system that identifies personnel each week who volunteer to be called if needed, and those shall be contacted first. If the call week is reinstated at any time, the provision of Article 19, Section 19.11 will be followed.

SECTION 18.3 The normal workweek for the Public Education section is considered Monday through Friday between the hours of 7:00 a.m. until 6:00 p.m. The nine-hour shifts will be set with the supervisor's approval. The seven-day work period shall be considered Monday 7:00 a.m. through Monday 6:59 a.m. This work period shall consist of four nine-hour workdays and 4 hours of flextime. All members in the Public Education Work Section, except for the section supervisor, will be assigned a day off during the workweek consisting of a rotating day off schedule, this rotation shall be on a Friday, Thursday, Wednesday, Tuesday, Monday rotation. All Public Education employees who happen to be on a scheduled day off that falls on a City holiday will receive the City holiday in addition to 9 hours of non-FLSA compensatory time (straight time). This time shall be banked up to a total amount not to exceed 240 hours. Any time over that amount shall be paid to the employee. Banked time shall be used in accordance with leave time guidelines established in Section 16.5 of the Collective Bargaining Agreement.

The flextime will be scheduled by the employee at their convenience with the approval of the supervisor. The supervisor's approval shall be based on the legitimacy of the reason for the flextime. Flextime will be used for after hours events (presentations, schools, etc., and preparation for these types of work events). The supervisor may assign specific individuals to utilize their flextime. Employees shall not be required to work on their assigned three-day weekend or assigned day-off. When the employee or supervisor recognizes that the required flextime may not be completed, they should work together to schedule extra hours after normal working hours to complete necessary tasks or paperwork.

<i>Rotating day off seven day work period schedule</i>
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	Monday	Tuesday	Wednesday	Thursday	Friday	Sat.	Sun.
Week 1	9	9	9	9	0	0	0
Week 2	9	9	9	0	9	0	0
Week 3	9	9	0	9	9	0	0
Week 4	9	0	9	9	9	0	0
Week 5	0	9	9	9	9	0	0
Week 6	9	9	9	9	0	0	0
Week 7	9	9	9	0	9	0	0
Week 8	9	9	0	9	9	0	0
Week 9	9	0	9	9	9	0	0
Week 10	0	9	9	9	9	0	0
Week 11	9	9	9	9	0	0	0
Week 12	9	9	9	0	9	0	0
Week 13	9	9	0	9	9	0	0
Week 14	9	0	9	9	9	0	0
Week 15	0	9	9	9	9	0	0
Week 16	9	9	9	9	0	0	0

SECTION 18.4 *Exchange Time:* The employer agrees that employees shall have the right to exchange time when the change does not interfere with the operation of the Oklahoma City Fire Department, ~~providing that the employees wishing to exchange time possess similar skills, knowledge and ability.~~ Employees wishing to exchange time shall follow the guidelines set below:

1. The employee normally scheduled to work shall be credited as if he/she had worked his/her normal schedule for that shift.
2. Proper time records must be kept to reflect who is actually working (i.e., log book, computer entries, etc.); however, the supervisor is not required to keep a record of the hours worked by the substituting employee. This is a matter of concern only to the employees exchanging time.
3. The substituting employee must physically replace the employee he is working for (i.e., in order for an employee to leave work site on exchange time, substituting employee must replace him/her). The substitute employee must have the appropriate skill level to function within the worksite and maintain the appropriate minimum staffing levels (EMT-P, Hazmat, Dive, etc) for the worksite. Therefore the exchange time should be accommodated at the station level. The District Officer, if notified the shift before and if district staffing allows, will handle any accommodation beyond the station level.
4. ~~Temporary assignments, dealing with exchange time, shall be handled in the same manner as is normally used when an employee is on any other leave (i.e., various~~

~~employees temporarily work out of classification to accommodate either the vacancy or the replacement).~~

- ~~54.~~ Bargaining Unit employees will be permitted to engage in exchange time, both as absent from normally scheduled work for up to ~~72~~96 hours, and as a substitute for up to ~~72~~96 hours, in any single 27-day work period. These limits may be exceeded if approved by the Deputy Chief. Each exchange time occurrence shall count toward the total hours allowable. Employees will not be allowed to work in excess of 3 consecutive 24-hour shifts. A minimum of 12 hours absent from the worksite will be required to not have that shift considered as a 'full shift' as applied to the 3 consecutive shifts.
5. As with any other leave, exchange time shall be approved and scheduled in advance by the station officer. The authority to approve or disapprove is one that cannot be taken lightly. Supervisors are held to a high standard of employee equity when it comes to employee benefits. They must use this discretionary authority with much care. Decisions cannot be arbitrary but must be made for a legitimate business need and be applied consistently to all employees. Below are some more common examples of when a request may be denied:
- ✓ Required Annual Training: Employees that are scheduled for any of the required annual training as listed in the published training schedule, unless that training can be rescheduled, certification/promotional academies, or scheduled drillground evolutions.

SECTION 18.5 *Special Assignment:* The Union acknowledges the necessity of assigning certain members to a special assignment for a short duration of time. The Union acknowledges that it is the Chief's right to make such assignments as he deems necessary for the good of the department.

1. Special assignments are not to be confused with out-of-class pay. Special assignments shall be made to accomplish a goal of the department, not to replace a member in higher classification.
2. If a special assignment should require that a 24-hour shift employee be placed on an eight (8) hour shift, the member shall have their rate of pay converted so that there is not loss in base pay due to the assignment. Any member who is normally on a 24-hour shift and accepts special assignment to an eight-hour shift, shall have his salary adjusted by a sum equal to 10% of step "A" in Captain's rank.
3. When a City paid holiday occurs according to Section 16.6, special assignment personnel shall be charged twelve (12) hours from their accumulated holiday hours (FRHOL). If the special assignment extends into a new fiscal year, holidays will be granted according to Section 16.6

until the assignment ends.

4. A member has the right to refuse a special assignment requiring a change in work hours and/or conditions if the employee is able to state (in writing) commitments that would not allow a five day, eight hour work schedule.

ARTICLE 19

OVERTIME

SECTION 19.1 All employees listed on the pay plan shall receive time and one-half (1½) for all hours worked over their regularly scheduled working hours.

SECTION 19.2 The first fifteen (15) minutes after shift change hour shall be considered as “*flex time*”. The City will not be charged for this time; however, when an employee continues to work into the second fifteen minutes, he/she shall be paid for the first fifteen minutes as well as the entire second fifteen minutes. This situation will arise when emergency calls occur at shift change time.

SECTION 19.3 An off duty employee shall be paid a minimum of four (4) hours overtime when called in for an emergency situation. This time will start when the employee arrives at his work site and will continue until released at the normal work site.

SECTION 19.4 All overtime will be paid within, or the following pay period in which it was accumulated.

SECTION 19.5 All overtime other than FLSA overtime must be recorded on the “*Employee Exception Card*”, showing time, date, and reason for accumulation. The card must be signed by the employee and the officer in charge, and forwarded to the Fire Chief’s office.

SECTION 19.6 Overtime will be paid to any employee required to appear in a job related court case. This time will begin upon arrival and end upon departure from the court’s premises.

Overtime will also be paid to any employee required to appear before certain Boards or Committees as determined by the Fire Chief, when in excess of the scheduled work week.

SECTION 19.7 Overtime will not be paid to off duty employees taking promotional examinations, attending delegate meetings, Chief Officer’s meetings, dance committee meetings and while serving on various other committees and boards. Overtime will not be paid to members who stay past shift time while his or her relief is voting in elections.

SECTION 19.8 All twenty-four (24) hour personnel shall have a twenty-seven (27) day work period under the 7(k) provisions of the Fair Labor Standards Act. Employees assigned to another section of the FLSA or another work period in MOU’s 2004-2005 (15) & (19) are excluded from this section.

SECTION 19.9 The City will agree to count approved holiday leave, approved vacation leave, customer service leave, due days, jury duty, granted time approved by the Fire Chief, 2-hour personal leave as provided in the Fire Department's SOPs and death in the employee's immediate family, as defined by the Family and Medical Leave Act as hours worked, for overtime purposes, for only those twenty-four (24) hour shift employees who are eligible for FLSA overtime. Granted time for the PFFO Convention, for up to a maximum of 15 members, shall be for the business meeting only. Members are required to return to their assigned station at the close of the business meeting each day unless personal leave has been requested and approved. Granted time shall also be allowed for attendance at the IAFF Convention for a maximum of 6 members. All other leave, including sick leave, job injury leave, and emergency leave shall not count as hours worked for overtime purposes for 24-hour shift employees who are eligible for FLSA overtime; except that, injury leave taken during the remainder of the tour in which a 24-hour shift employee is injured shall be counted as hours worked. Leave time for eight (8) hour shift employees shall not be counted as time worked for overtime purposes.

SECTION 19.10 After the effective date of this agreement, bargaining unit employees assigned to 24-hour shifts in the Fire Dispatch Work Section shall, for the purpose of overtime pay, be treated in a manner consistent with all other twenty-four (24) hour shift employees within the bargaining unit.

The Fire Dispatch Work Section employee's schedule shall consist of performing duties on a twenty-four (24) hour shift basis. The twenty-four (24) hour shift shall provide time away from the dispatch console position for sleep, standby time and meals. The employees may be recalled off of sleep, standby time and meal time for emergency situations as deemed necessary by their supervisor.

All practices in force and effect on the effective date of this Agreement that accommodate or are not in conflict with the provisions of 7(k) will continue in full force and effect until changed by the parties.

It is understood that in consideration of the foregoing, the Employer, City of Oklahoma City, shall guarantee a minimum of two (2) hours at time and one-half overtime in every twenty-seven (27) day cycle, whether employees are on duty or off.

SECTION 19.11 For Code Enforcement officers, Article 19.3 shall be applied as follows:

The employee being called out shall be paid a minimum of four (4) hours overtime or overtime for hours actually worked, whichever is greater. This time will start when the employee accepts the assignment and continue until the end of four (4) hours or when the employee has no other assignments, whichever is the greatest.

Once an employee accepts a call as listed above, they must remain available (by phone or radio) for additional assignments during the initial four (4) hour time frame.

Article 20

INSURANCE

SECTION 20.1 Employees covered by this Agreement shall withdraw from the City's health, life, and dental plans, regardless of membership with the IAFF, effective at 11:59 p.m. on December 31, 2002. The IAFF, through the described VEBA, will establish life, health and dental plans for bargaining unit members that will be effective at 12:00 a.m. on January 1, 2003, so there is no lapse in insurance coverage between the City and union plan. The City agrees to contribute \$7,840 ~~\$7,770~~ per employee/per year effective July 1, 2005, ~~2004~~ for only those employees who enroll and participate in the IAFF's health, dental, and life insurance program for fiscal year 2005-2006, ~~expiring on June 30, 2006~~. Although this amount of employer contributions for fiscal year 2005-2006 coincides with the City's budgeted amount for fiscal year 2005-2006, the parties understand that there is no intention to relate the employer contributions in future years for IAFF health plan participants, to the amount budgeted for the City's health plan participants. Effective July 1, 2005 ~~2004~~, through June 30, 2006, the City's contribution in the amount of \$7,840 ~~7,770~~ is intended as a compromise for purposes of reaching an agreement for fiscal year 2005-2006 ~~2004-2005~~.

The IAFF shall provide a monthly accounting of the actual number of enrolled members in the health, dental and life plans it sponsors. The City contributions shall only be used for employee benefits, administrative expenses associated with the plans and other lawful purposes as defined by IRS regulations. The City shall not remit contributions for employees who elect not to participate in the IAFF insurance plans. The City will have a voting position on the board of trustees for the firefighters insurance trust. The IAFF will establish a voluntary employee benefit association (VEBA) pursuant to the IRS Code and regulations to receive the negotiated funds from the City to purchase insurance coverage for firefighters. The IAFF will provide account information to the City as required to make the transfer of funds from the City to the VEBA by November 15, 2002. The IAFF agrees to provide the City's Personnel Department, Employee Benefits Division, with a monthly roster of employees (by name and social security number) enrolled in the IAFF's health, life, and dental insurance plans.

The parties agree The City will establish a separate Section 125 Plan for firefighters. The Section 125 Plan for firefighters will become operational upon receipt of a favorable tax opinion letter on the use of a Section 125 Plan to pay premiums for insurance plans that are selected by the firefighters insurance trust (VEBA). The City and the IAFF agree to jointly contract for a professional tax opinion letter regarding the establishment and utilization of a separate Section 125 Plan for firefighters. Pending a favorable tax opinion letter, the parties anticipate firefighters will use the firefighters Section 125 Plan to purchase the same insurance products offered to all City employees through the City's Section 125 Plan in addition to insurance programs identified by the firefighters insurance trust (VEBA). The parties agree to use all due diligence to conduct enrollment into the firefighters Section 125 Plan upon receipt of a favorable tax opinion letter. The IAFF agrees to pay the administrative cost of providing a Section 125 Plan for firefighters. Additionally, the IAFF shall withdraw from the Joint Insurance Committee, effective when the IAFF insurance plan goes into effect on January 1, 2003.

SECTION 20.2 The City Clerk will receive from the IAFF, on an annual basis, a financial accounting statement for purposes of review and audit of those City and employee contributions which have been paid or disbursed by the IAFF for the purposes of providing benefits to members of the bargaining unit.

SECTION 20.3 For July 1, 2002 through December 31, 2002, all terms, benefits procedures, policies, methods and manner of operating and administering the current health and dental benefits plans shall continue in full force and effect as shown in Addendum E.

ARTICLE 21

WAGES

SECTION 21.1 The parties hereto agree that a “*market approach*” shall be used to determine appropriate wage levels for members. In implementing this approach, the parties agree to compare wage rates with Fire Fighters in cities of comparable size both within and without the State of Oklahoma.

In conjunction with this market approach, the parties have chosen to use an agreed upon percentage of the average minimum and maximum base pay of Fire Fighters in an agreed upon universe of cities to determine the pay range for members in Oklahoma City. For fiscal year 2005-2006 ~~2004-2005~~, the pay rates on Addendum B and Addendum B-1, in effect on June 30, 2005, will be adjusted by 5.00% ~~3.00%~~.

The universe of cities to be used to determine the market for Fiscal Year 2006-2007 ~~2005-2006~~ shall be Austin, Fort Worth, Kansas City, Tucson, Nashville, Omaha, St. Louis, Tulsa, Wichita, and El Paso. Upon mutual consent, the universe of cities may be expanded. Implementation is predicated on the City’s ability to pay and appropriated revenues.

SECTION 21.2 A representative of the Union and Management will meet during the term of the contract to do the following:

A. Evaluate the rank comparisons for the annual market survey prior to the City conducting the annual salary survey for the FY 2006-2007 ~~2005-2006~~ wage adjustment consideration, and

B. Evaluate a total compensation formula to be used to calculate survey results prior to conducting the annual salary survey for the 2006-2007 ~~2005-2006~~ wage adjustment consideration.

ARTICLE 22

UNIFORM ALLOWANCE

SECTION 22.1 All members of the Bargaining Unit will be allocated \$1,438.00 per year paid at

\$359.50 quarterly in the months of: July, October, January and April for uniforms required by the City.

The uniform allowance shall be issued on a regular paycheck. Every effort will be made to pay the clothing allowance on a paycheck opposite from the paycheck in which FLSA overtime is to be paid.

SECTION 22.2 Style, material, and fit will be determined by the Employer. Uniform regulations will be adopted by the Employer, and variance from these regulations may be cause for disciplinary action. Class "A" uniforms will be mandatory for all personnel. Class "A" uniforms for Suppression will only be used for special events, such as memorial services, awards and presentation ceremonies designated by the Fire Chief.

ARTICLE 23

TRANSFER SYSTEM

SECTION 23.1 Employees may request a transfer into a district at any time on a form provided by the Employer. Such requests must be approved by the Chief, but will be given priority consideration when filling vacancies within that district, subject to the following limitations:

- (a) Transfers will be made based on the date of submission of the request. (In the case of a tie, departmental seniority will be the determining factor.)
- (b) Only one request can be active at any time.
- (c) If this transfer system is utilized, the employee cannot request another transfer for one (1) year unless an Administrative Transfer occurs moving them out of the requested district.

SECTION 23.2 *Mutual Consent Transfer (Trade)*: Any employee may trade positions with any other employee of equal rank by mutual consent with the approval of the Fire Chief. If this system is utilized, the employee cannot trade again for one (1) year unless an Administrative Transfer occurs.

SECTION 23.3 *Administrative Transfer*: If the above transfers are not used, the transfer will be considered to be an administrative transfer. If this is utilized, a letter shall be submitted to the employee giving the reasons for such transfer. If the administrative transfer is implemented, it shall not affect any employee's right to utilize mutual consent transfer.

Exceptions: The District Chiefs shall have the right to choose their own rideout Officer and DAA. Rideout officers must meet the eligibility requirements for suppression District Chief.

ARTICLE 24

SAVINGS CLAUSE

SECTION 24.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

SECTION 24.2 All Amendments to this Agreement shall be numbered, dated and signed by the Employer and the Bargaining Agent, and shall be subject to the provisions of this Agreement unless the terms of said Amendments specifically delete or change a provision of this Agreement; and all Amendments shall become part of this Agreement as if specifically set forth herein.

SECTION 24.3 Any Appendices to this Agreement shall be numbered, dated, and signed by the Employer and the Bargaining Agent, and shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement; and all Appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE 25

MANPOWER UTILIZATION AND PRODUCTIVITY

SECTION 25.1 The Employer and the Bargaining Agent agree to cooperate together to promote productive utilization of manpower and equipment to best secure for the Citizens of Oklahoma City, the Mayor, and the City Council the maximum productivity for the tax dollar that they invest in fire services.

ARTICLE 26

PHYSICAL FITNESS PROGRAM

SECTION 26.1 The City of Oklahoma City and Local 157 of the International Association of Fire Fighters, recognizing the mutual concern for physical conditioning on the part of Fire Department personnel, hereby create a Physical Fitness Program for all members of the Fire Department covered by this agreement. The purpose of this Fitness Program is to improve the general health and well-being of all Fire Department personnel, and reduce the potential for illness and injury. The parties agree to place this issue into a joint labor/management committee to be studied during fiscal year ~~2004-2005~~ 2005-2006 to establish program design and ADA compliance.

SECTION 26.2 The City and the Bargaining Agent agree to appoint a Physical Fitness Committee which shall make recommendations to the Fire Chief. The Fire Chief will provide

the IAFF President with a copy of the recommendations.

The Chief of the Fire Department and the President of the IAFF shall each appoint three (3) members to the Committee. The six (6) members appointed shall, from amongst themselves, appoint a chairperson.

SECTION 26.3 Fitness Programs will be performed in accordance with the adopted Physical Wellness Policy, and will be under the direction of the immediate supervisor who will be responsible for assuring that records are maintained.

SECTION 26.4 The Annual physical fitness evaluation includes all incumbent Fire Fighters hired on and after 4/6/84. In addition, the physical fitness testing will be expanded to allow voluntary participation on the part of any incumbent Fire Fighter who wishes to be tested.

SECTION 26.5 If the Fire Fighter fails to meet the annual minimum requirements, as set forth by the number of years of service, the employee will be notified that he/she will be tested again in 30 days.

The Fire Fighter will be counseled by a Fire Department Certified Fitness Instructor on those areas where improvement should be made, and will be assigned an individual physical fitness program tailored to those improvements.

The twenty-four (24) hour shift Fire Fighter will devote at least one and one-half hours per shift to this program, the forty (40) hour per week shift Fire Fighter shall devote one and one-half hours, two times per week to this program, and both will be encouraged to continue the program when off-duty. The on-duty conditioning will be approved, scheduled and monitored by the immediate supervisor. The Fire Fighter will continue the additional conditioning and 30-day testing until such time as he/she can meet the minimum requirements.

SECTION 26.6 Employees who fail to reach minimum fitness levels as determined by the Fitness Committee and who are willing and actively participating in the program, are in good health, and making progress in the program shall not be subject to disciplinary action, but may be reassigned by the Fire Chief.

SECTION 26.7 Where pre-existing or temporary disabilities exist, the City Physician Assistant may prescribe alternate avenues for exercise and evaluation where possible to attain an equal level of fitness. The Committee, upon recommendations of the City Physician, or other medical evidence, may authorize a deviation where pre-existing conditions exist. Short-term temporary disability deviation can be approved by the Station Officer for not more than three consecutive shifts.

ARTICLE 27

EDUCATION INCENTIVE

SECTION 27.1 Members shall receive incentive pay for attaining hours and degrees. If hours

are taken, they must be toward an approved degree program. Documentation shall be one transcript which declares the degree program currently being worked toward. Implementation will be based on appropriated revenues.

30 hours \$20.00/month
 60 hours or AA degree \$50.00/month
 BA or BS \$100.00/month
 MA or MS \$125.00/month

SECTION 27.2 As a further incentive to members to attain additional education, the department will reimburse the member for cost of tuition for up to six hours a semester. The courses taken must be at an Oklahoma accredited institution of higher learning or Vocational-Technical School District. Reimbursement will be limited to classes required for a degree, certification exam or certificate of competency.

The maximum reimbursement shall be calculated against tuition rates established by the State Regents for Higher Education. Any tuition costs above the established rates shall be borne by the employee.

In order to be reimbursed, a member must show documentation of grade "C" or better. Classes not offering letter grades must indicate so and receive some sort of satisfactory completion notation. Tuition reimbursement documentation shall be submitted to the Chief's Office within sixty (60) days of completion. Documentation shall be: 1) a transcript or official letter from the institution (kept on file at Fire Administration) which declares the degree program currently being worked toward; 2) the grades for the requested class(es); 3) proof of payment by employee, and; 4) a statement of student account (itemized list of class enrollment and fees assessed for listed classes).

SECTION 27.3 The Fire Department will pay all licensure fees and re-certification costs required by the department for all personnel attaining or maintaining their EMT or Paramedic Certifications.

ARTICLE 28

INCENTIVE PAY

SECTION 28.1 All bargaining unit personnel hired before July 1, 2005, who obtain and maintain EMT-D certification shall receive \$30.00 per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must have a current certification on file to be eligible for continuing EMT-D incentive pay. State guidelines will be used.

SECTION 28.2 All bargaining unit personnel who obtain and maintain Basic EMS Instructor certification or Paramedic EMS Instructor certification shall receive \$15.00 per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must be an active instructor for the Fire

Department and have a current certification on file to be eligible for continuing either EMS Instructor incentive pay. State guidelines will be used.

Basic EMS Instructors shall be limited to seventy five (75) Instructors. Paramedic EMS Instructors shall be limited to thirty (30) instructors. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must be an active instructor for the Fire Department and have a current certification on file to be eligible for continuing either EMS Instructor incentive pay. State guidelines will be used.

SECTION 28.3 All bargaining unit personnel who obtain and maintain EMT-Paramedic (EMT-P) certification shall receive ~~\$80.00~~ \$110.00 per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief. An employee must have a current certification on file to be eligible for continuing EMT-P incentive pay. State guidelines will be used.

Employees receiving this level of incentive pay shall not also draw EMT-D incentive pay.

SECTION 28.4 Bargaining unit personnel who obtain and maintain Haz-Mat certification and are active on the Oklahoma City Fire Department Haz-Mat Team (meaning eligible to be specially called out to participate in Haz-Mat incidents to assist the personnel at the Haz-Mat station) shall receive \$25.00 per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief and personnel placed on a Haz-Mat response team roster. Certification shall be an approved Hazardous Materials Technician Course and National Fire Academy (NFA) Chemistry of Hazardous Materials course or a college chemistry equivalent.

Certified personnel assigned to the Haz-Mat station shall receive \$50.00 per pay period upon their date of assignment.

SECTION 28.5 All bargaining unit personnel who obtain and maintain S.C.U.B.A. Rescue Diver certification and are active on the Oklahoma City Fire Department Underwater Rescue (Dive)

Team, shall receive \$25.00 per pay period as incentive pay. The incentive pay will begin when proof of certification is furnished to and approved by the Fire Chief and personnel are assigned to the team.

SECTION 28.6 All bargaining unit personnel in pay ranges 929 and below, assigned to the Dispatch Work Section or personnel described in Article 9.5, Fire Dispatch Work Section, Section IV, shall receive \$25.00 per pay period upon their assignment or selection.

SECTION 28.7 All bargaining union personnel assigned as a Community Service Liaison shall receive \$25.00 per pay period upon their assignment or selection.

SECTION 28.8 The various forms of incentive pay outlined in this article shall only be available to personnel assigned to the Suppression Division on or after July 1, 2002. Those

bargaining unit employees receiving incentive pay prior to July 1, 2002, shall be excluded from this limitation.

ARTICLE 29

EARNED LEAVE BUY-BACK

SECTION 29.1 Plan B participants may sell back up to 100 hours of sick leave per fiscal year at their regular straight-time hourly rate during their first four (4) years of participation in Plan B, and up to 200 hours of sick leave at their regular straight-time hourly rate during their fifth (5th) year. Plan B participants who retire prior to the fifth (5th) year shall only be allowed to sell back a maximum of 100 sick leave hours for the fiscal year in which they retire.

In WITNESS WHEREOF, the parties hereto have set their hands this

_____ day of _____, 2005.

THE CITY OF OKLAHOMA CITY

By: _____
MAYOR

ATTEST:

CITY CLERK

LOCAL 157 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____
PRESIDENT

REVIEWED for form and legality this _____ day of _____, 2005.

ASSISTANT MUNICIPAL COUNSELOR

ADDENDUM A

The following list of positions are a summary of those in Article 9 and are illustrative of positions in the various work sections and divisions. The pay range for each position is listed ahead of that position.

Operations

(919) Fire Fighter
 (920) Fire Corporal
 (922) Fire Sergeant/Apparatus Driver
 (923) Fire Lieutenant
 (928) Fire Captain
 (929) Fire Major
 (930) District Fire Chief
 (931) Battalion Chief

(922-923)** Special Operations (Sgt./Lt.)
 (928-929)** Special Operations Officer (Capt./Maj.)

(922-923) ** Fire Training ~~Officer~~ (Sgt./Lt.)
 (928-929) ** Fire Training Officer (Capt./Maj.)

(922-923) ** Fire Training ~~Officer~~ EMS (Sgt./Lt.)
 (928-929) ** Quality Assurance ~~Officer~~ EMS (Capt./Maj.)
 (928-929) ** Fire EMS Officer (Capt./Maj.)

Fire Prevention Services

[See MOU 04-05 (19)]
 (928) Inspector/Investigator
 (929) Senior Inspector/Investigator
 (932) Deputy Fire Marshal
 (930) Assistant Fire Marshal
 (931) Assistant Fire Marshall II

Public Education

[See MOU 04-05 (19)]
 (928) Public Education Instructor
 (929) Senior Public Education Instructor
 (932) Deputy Public Education Officer
 (930) Assistant Fire Marshal
 (931) Assistant Fire Marshal II

Fleet Maintenance

(931) * Maintenance Chief

Communication Maintenance

~~(921) Technician IV~~
~~(923) Technician II~~

Fire Dispatch

(919) Fire Dispatcher
 (920) Fire Senior Dispatcher
 (922) Fire Lead Dispatcher
 (923) Fire Senior Lead Dispatcher
 (928) Shift Supervisor
 (929) Senior Shift Supervisor

Administrative

(922-923) Fire Graphics ~~Officer~~ (Sgt./Lt.)
 (928-929) Fire Graphics ~~Supervisor~~ Officer (Capt./Maj.)

(922-923) ** Safety (Sgt./Lt.)
 (928-929) ** Fire Safety Officer (Capt./Maj.)

~~(922-923) Human Resources Officer (Sgt./Lt.)~~
~~(922-923) Human Resources/Fire Chaplain (Sgt./Lt.)~~
~~(929-932) Human Resources Supervisor Officer (Capt./Maj.)~~

(929-932)* Fire Facilities Manager
 (929-932) Public Information Officer
 (929-932) FMIS Officer
 (930-931) Support Services Chief
 (950) ~~Assistant Fire Chief~~/Deputy Fire Chief

The Fire Chief will appoint a Deputy Fire Chief ~~or an Assistant Fire Chief~~ to serve as Fire Marshall.

For positions in the Administrative Work Section that include more than one pay range, the Fire Chief will approve advancement into the next pay range based upon acceptable performance, improved job skills, and length of service within the classification.

Entry level for competitive promotions will be into the lowest pay range that provides a pay increase to the employee involved.

*Uniform Positions to be reclassified to civilians through attrition per MOU 2002-2003 #5.

** The eligibility requirements for all ranks shall be the same as the Suppression Section requirements. This will allow for lateral transfers into and out of the respective work section from other suppression worksites. All regular transfers into the work section under this procedure are expected to last for a minimum of eighteen

months.

When a vacancy occurs, the following procedure shall be followed in this sequential order to fill it:

1. Allow a suppression personnel to laterally transfer. The top six by seniority in rank that apply shall proceed to oral interviews. The Fire Chief shall make the final selection.
2. Allow a person from the existing promotional list to be promoted into that position. The training vacancy will be filled with the highest position on the list of personnel who make application. (This shall be an exception to "General Procedures (f) which states "Promotions shall not be made other than to the position on the list which the appointee's name appears.")
3. Give a test for the position and fill it in accordance with the CBA. After the position(s) have been filled, the list is depleted.

In Reference to MOU 04-05 (7)

In future tests administered to fill vacant positions using the system identified in Article 9, Training and a tie should occur, candidates shall follow the steps below of General Procedures (j) of the CBA:

#3 - The highest score on the promotional examination

#5 – Education incentive pay points, .5 per level as defined in Section 27.1 of Article 27;

#6– Specialty pay points, .5 per EMT-D, EMS Instructor, Paramedic, Haz-Mat, Diver or Dispatcher; and

#7 – Highest overall average of Recruit Academy scores

After the position(s) have been filled, the list is deplete

Personnel transferring into the position shall not suffer any loss in base pay including regularly scheduled FLSA. A "shift differential pay" of 11.25% of the persons base rate as defined in Addendum B shall be received in lieu of the lost 'regularly scheduled' FLSA.

The Fire Chief retains the right of 'Administrative Transfer' except for the filling of vacancies as listed above.

ADDENDUM B

PAY MATRIX

ADDENDUM B-1**PAY MATRIX FOR MOU 04-05 (19)****8-HOUR SHIFT**

JOB CODE	TITLE	RNG		A/1	B/2	C/3
4333	Public Education Instructor	928	Hourly	28.51	29.72	30.90
4329	<u>Fire Code</u> Inspector/Investigator		Bi-weekly	2289.57	2386.74	2481.51
			Annual Salary	59528.88	62055.36	64519.20
4336	Sr Public Education Instructor	929	Hourly			32.14
			Bi-weekly			2571.20
			Annual Salary			67108.32
4321	Deputy Public Education Officer	932	Hourly	32.96	33.68	34.42
4320	Deputy Fire Marshal		Bi-weekly	2636.80	2694.40	2753.60
			Annual Salary	68820.48	70323.84	71868.96

Employees in the above identified positions at pay range 928 will be paid an additional .31 hours per bi-weekly pay period, to ensure employees receive the bi-weekly pay set-forth in the MOU and as set-forth above.

24-HOUR SHIFT

JOB CODE	TITLE	RNG		A/1	B/2	C/3
4316	<u>Fire Investigator</u>	928	Hourly	28.51	29.72	30.90
			Bi-weekly	2394.84	2496.48	2595.60
			Annual Salary	62265.84	64908.48	67485.60
4319	<u>Fire Investigator</u>	932	Hourly	32.96	33.68	34.42
			Bi-weekly	2768.64	2829.12	2891.28
			Annual Salary	71984.64	73557.12	75173.28

Employees in the above identified positions will be paid 84 hours every bi-weekly pay period, which is the equivalent of the bi-weekly pay set-forth in the MOU and as set-forth above.

Effective: July 1, 2005

ADDENDUM C**LONGEVITY SCHEDULE**

1. Longevity shall not begin until the member has completed his/her third year of employment. A member rehired by the Oklahoma City Fire Department shall begin the renewed employment with zero (0) years of service unless said member has repaid funds into the State pension fund and then the member will be allowed to calculate years of service in accordance with those granted by the pension fund.
2. ~~The longevity pay schedule shall be tied to ninety percent (90%) of one percent (1%) of the A step firefighter, as follows, subject to appropriated funds:~~

Years of Service	Hourly Longevity Pay	Monthly Longevity Pay	Annual Longevity Pay
3	\$0.42	\$73.08	\$876.96
4	\$0.56	\$97.44	\$1,169.28
5	\$0.70	\$121.80	\$1,461.60
6	\$0.84	\$146.16	\$1,753.92
7	\$0.98	\$170.52	\$2,046.24
8	\$1.12	\$194.88	\$2,338.56
9	\$1.26	\$219.24	\$2,630.88
10	\$1.40	\$243.60	\$2,923.20
11	\$1.54	\$267.96	\$3,215.52
12	\$1.68	\$292.32	\$3,507.84
13	\$1.82	\$316.68	\$3,800.16
14	\$1.96	\$341.04	\$4,092.48
15	\$2.10	\$365.40	\$4,384.80
16	\$2.24	\$389.76	\$4,677.12
17	\$2.38	\$414.12	\$4,969.44
18	\$2.52	\$438.48	\$5,261.76
19	\$2.66	\$462.84	\$5,554.08
20	\$2.80	\$487.20	\$5,846.40

Effective July 1, 2005 ~~2004~~, through June 29, 2006

ADDENDUM C-1**LONGEVITY SCHEDULE**

1. Longevity shall not begin until the member has completed his/her third year of employment. A member rehired by the Oklahoma City Fire Department shall begin the renewed employment with zero (0) years of service unless said member has repaid funds into the State pension fund and then the member will be allowed to calculate years of service in accordance with those granted by the pension fund.
2. The longevity pay schedule shall be tied to ninety percent (90%) of one percent (1%) of the A step firefighter, as follows, subject to appropriated funds:

Years of Service	Hourly Longevity Pay	Monthly Longevity Pay	Annual Longevity Pay
3	\$0.45	\$78.30	\$939.60
4	\$0.60	\$104.40	\$1,252.80
5	\$0.75	\$130.50	\$1,566.00
6	\$0.90	\$156.60	\$1,879.20
7	\$1.05	\$182.70	\$2,192.40
8	\$1.20	\$208.80	\$2,505.60
9	\$1.35	\$234.90	\$2,818.80
10	\$1.50	\$261.00	\$3,132.00
11	\$1.65	\$287.10	\$3,445.20
12	\$1.80	\$313.20	\$3,758.40
13	\$1.95	\$339.30	\$4,071.60
14	\$2.10	\$365.40	\$4,384.80
15	\$2.25	\$391.50	\$4,698.00
16	\$2.40	\$417.60	\$5,011.20
17	\$2.55	\$443.70	\$5,324.40
18	\$2.70	\$469.80	\$5,637.60
19	\$2.85	\$495.90	\$5,950.80
20	\$3.00	\$522.00	\$6,264.00

Effective June 30, 2006

ADDENDUM D

The City and the Bargaining Unit agree to enter into joint Labor/Management Committee system for the purpose of studying and recommending:

- A. Quick striking of conflicting Personnel Policies
- B. Article 8 language to consider dividing new costs associated with grievance arbitration that are imposed by FMCS.
- C. Promotion system and FTO sub-committee to develop the following:
 - 1. Language defining the number of days candidates have to convene the promotion board following certain aspects of the promotion system other than the written examination;
 - 1. Language defining a method to make experience and mechanical skills count toward promotions;
 - 2. Policy on Security of Promotional Examinations;
 - 4. Address the feasibility of “*certified*” study materials and promotion board guidelines .
 - 5. Language to update Article 9 to reflect agreements made through Addendum A and past MOUs.
- D. Establish a joint Labor-Management committee to evaluate the current method of adjusting wages. Specifically, the committee will study the method of adjusting wages as a percent of general fund sales tax growth and/or other compensation concepts.
- E. Family Medical Leave Act
- F. Promotion Recertification Testing
- G. Exchange Time
- H. Random Drug Testing
- I. Physical Fitness Program
- J. The parties agree to recommend and support the creation of an additional IRS 457 Plan sponsored by the IAFF Financial Corporation. Any additional net costs to the City for administering the Plan shall be borne by the IAFF and/or the IAFF Financial Corporation. The Plan will be implemented as soon as all legal and administrative requirements have been met. The parties agree to use due diligence to present this Plan for approval during fiscal year 2002-03.

The parties agree these items will be conducted by representatives of the Union and representatives of Fire Department Management and/or the Personnel Department and or/ the Finance Department. The parties agree that items in the 1989-90 Personnel Policies not struck will be the policy of the Department until such time as a comprehensive S.O.P. is developed.

ADDENDUM E

DRUG AND ALCOHOL POLICY

1. POLICY

The City of Oklahoma City (City) and the International Association Fire Fighters Local 157 (IAFF), jointly recognize that as a condition of employment each employee must abide by the terms of the City of Oklahoma City's Drug Free Workplace Policy and Drug and Alcohol Policy approved by the City Council on March 27, 1990 as amended and incorporated into this collective bargaining agreement.

It is further the goal of this Policy to eliminate or absolve such substance abuse and to educate employees concerning the danger of substance abuse, provide assessment referral to appropriate counseling services and/or monitor employees with identified substance abuse problems. Any employee found using, possessing, selling, distributing, testing positive, or under the influence of an illegal chemical substance and/or alcohol during working hours will be subject to disciplinary action up to and including termination. The possession, use, testing positive, or being under the influence of alcoholic beverages shall not be permitted at the employer's worksites and/or while an employee is on duty.

2. SCOPE OF APPLICATION

The procedures outlined in this document for drug and alcohol testing shall apply to all employees covered by the Collective Bargaining Agreement between the City of Oklahoma City and IAFF, Local 157.

3. POSTING REQUIREMENTS

In addition to its inclusion in the collective bargaining agreement, each Fire Department facility shall post a copy of this policy in a prominent place accessible to employees. In addition, each employee and applicant, upon receiving a conditional offer of employment, shall be provided a copy of this policy.

4. EDUCATION

All employees shall be informed of the City of Oklahoma City's Drug and Alcohol Testing Policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs as it relates to job performance. In addition, employees shall be provided information on how the tests are conducted, what the test can determine and the consequences of testing positive for drugs or alcohol. All newly hired employees will be provided with this information upon receiving a conditional offer of employment.

No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign a consent and release form. Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action, up to and including termination. Employees found supplying or

attempting to supply an altered sample or a substitute sample, not their own, by alternative means shall be subject to disciplinary action up to and including termination.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem prior to misconduct occurring shall not be disciplined by the department. No disciplinary action will be taken against an employee unless he/she fails to pursue rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for substance abuse within two (2) years of completing a rehabilitation program.

5. DRUG/ALCOHOL TESTING

The City of Oklahoma City Fire Department will require testing in the following situations:

5.1 *Pre-Placement Testing*

All external applicants for fire fighter positions shall undergo drug and/or alcohol testing prior to assignment. Such notice shall be placed in each job application announcement. Job applicants shall only be tested after a conditional offer of employment is made. Refusal to undergo a test, or a confirmed positive test, shall result in a withdrawal of a conditional offer of employment.

5.2 *Reasonable Suspicion Testing*

- A. If objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the employer will require the employee to undergo a medical test consistent with the conditions set forth in this policy. Reasonable suspicion testing shall be initiated after the circumstances are properly reviewed and agreed upon by at least two (2) officer level personnel (Captain, Major, Station Officer or acting Station Officer, District Chief or higher rank). However, only one officer/supervisor is necessary to require an employee to submit to drug/alcohol testing if the supervisor observes the employee ingest, smoke, or use a controlled dangerous substance or alcohol. Officers/supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion.
- B. The employee must be prohibited from working or continuing to work.
- C. Written documentation of the officer's/supervisor's observations leading to a drug and/or alcohol test shall be created within 24 hours after the observation and forwarded to the Chief's office. Additionally, whenever possible, the officer/supervisor should communicate the basis for the reasonable suspicion to an Assistant Municipal Counselor through the Chief/designee, prior to requiring such a test. The employee shall have the right to notify his/her IAFF representative and have representation present at the testing facility.

- D. The employee shall be transported immediately to the designated testing facility by an officer/supervisor. Prior to testing, the employee will be required to sign a drug/alcohol testing consent form. Failure or refusal to sign the consent form and to submit to testing will be cause for a conclusion of an adverse inference relative to the employee being under the influence, as well as a charge of insubordination, and appropriate disciplinary action, up to and including termination, will be administered.

The employee will not be permitted to return to work prior to receiving the results of the drug/alcohol test. The officer/supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

- E. The Occupational Health Manager, located in the City's designated medical facility, shall receive and retain all drug and alcohol testing related information, and provide the results to the appropriate office within the Fire Department. Drug/alcohol test results will only be disclosed to those persons who have a "need to know." Willful disclosure of test results to persons not involved in the disciplinary procedure or who do not have a need to know, may result in appropriate disciplinary action, up to and including termination.
- F. If the results of the drug/alcohol test prove to be negative, any time off work without pay shall be returned to the employee. If the drug/alcohol test prove to be positive, any unpaid time off work will be assessed in the final disposition of discipline.

5.3 *Post-Accident Testing*

Post-accident drug or alcohol testing shall be conducted on employees only in situations where there has been property damage and/or an actual work-related injury to an employee or a third party, and there exists reasonable suspicion that the accident, injury or damage was a direct result of the employee's use of drugs or alcohol except as noted in subsections 5.3 (A) and (B).

- A. Employees subject to this policy who suffer a vehicle accident during operation of a City vehicle shall be tested for alcohol and controlled substances as soon as possible after an accident if the accident involved the loss of human life.
- B. If such testing cannot be administered within two (2) hours of an accident, the officer/supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the City's Occupational Health Manager through the Chief/designee.

5.4 *Post-Rehabilitation Testing*

The City of Oklahoma City Fire Department may require an employee to undergo drug or alcohol testing without prior notice for a period of two (2) years after the employee's return to work following a confirmed positive test, or following participation in a drug or alcohol dependency program under a City benefit plan or attended on a mandatory basis, as a condition of continued employment. Post rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

6. SAMPLE COLLECTION

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the State Department of Health (DOH) and the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by DOH and/or SAMHSA. The results of employee tests shall be made available to the Medical Review Officer, who is a physician.

Collection of urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by DOH and SAMHSA. The Union and the Employer agree that security of the biological urine sample is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any test results shall be invalidated and may not be used for any purpose.

Urine samples will be submitted as per DOH and/or SAMHSA standards. The employee shall have the right to notify his/her IAFF representative and have representation at the testing facility.

A split urine sample for drug screening shall be reserved in all cases for an independent analysis in the event of a challenge to a positive test result of the main specimen. All samples must be stored in a scientifically acceptable preserved manner as established by DOH and SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

7. CHALLENGING TEST RESULTS

Employees wishing to challenge the results of the City's test as provided for in, *6. Sample*

Collection, above, must do so at his/her own expense and in accordance with the standards set forth by DOH and SAMHSA. In the event that the challenge results in a negative result, the City will reimburse the employee for the incurred expense.

8. DRUG TESTING

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within DOH and SAMHSA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration (FDA) for commercial distribution. The substances for which tests may be given includes the related metabolites:

- 1.) Marijuana or Cannabinoid Metabolites
- 2.) Cocaine Metabolites (including crack)
- 3.) Amphetamines (including speed)
- 4.) Opiate Metabolites (including morphine, codeine, dilaudid, percodan)
- 5.) Phencyclidine (PCP)

If initial testing results are negative, testing shall be discontinued. Only specimens identified as positive on the initial test shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) techniques as provided within the DOH and SAMHSA standards. If confirmatory testing results are negative, all test results are considered negative.

9. ALCOHOL TESTING

A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening shall be performed by individual qualified through and utilizing equipment certified by the Oklahoma State Bureau of Investigation. (OSBI). An initial positive alcohol level shall be the state established number of grams per 210 L of breath which would constitute a DWI level in the State of Oklahoma. If initial testing results are negative, testing shall be discontinued. If initial testing results are positive, the test shall be confirmed with a breathalyzer retest. If confirmatory results are negative, all test results are considered negative.

10. MEDICAL REVIEW OFFICER

The City of Oklahoma City shall engage the services of a State Board of Health qualified Medical Review Officer who must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests, the laboratories running the tests and the medical conditions and the work exposures of the employees. The role of the Medical Review Officer will be to review and interpret the positive test results. The Medical Review Officer must examine alternate medical explanations for any positive test results. This action shall include conducting an interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer

must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

11. LABORATORY RESULTS

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug test can only be released to the Employer by the Medical review Officer once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public without a court order.

12. COSTS ASSOCIATED WITH TESTING

The City of Oklahoma City Fire Department is responsible for costs associated with drug or alcohol testing. However:

- 1.) If an employee requests a retest to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test, unless that test reverses the findings of the previous positive test, in which case the City of Oklahoma City Fire Department is responsible for the cost.
- 2.) Any initial reasonable suspicion and/or post accident test of a current employee must be performed during or immediately contiguous to the employee's scheduled work period. If this process extends beyond the employee's scheduled work period it will be deemed compensable work time as applicable under the Fair Labor Standards Act (FLSA).

13. REFUSAL TO UNDERGO TESTING/TAMPERING WITH SAMPLE

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action, up to and including termination. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by alternative means, shall be subject to disciplinary action, up to and including termination.

14. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee who tests positive for illegal drugs or alcohol shall be evaluated and counseled by an EAP counselor. An employee with a previously satisfactory work record who, immediately subsequent to this counseling, enters himself/herself into a rehabilitation program, may be given only one opportunity to continue employment after an initial occurrence of a positive drug or alcohol test. Employees who successfully complete a rehabilitation program will be afforded continued employment contingent upon the employee agreeing, in writing, to undergo random periodic drug and/or alcohol post-rehabilitation testing for two (2) years and satisfactorily participating and completing the Employee Assistance Program. If in-patient rehabilitation treatment is

required, the employee may be permitted to use leave under the Family and Medical leave Act (FMLA), which includes accrued vacation leave and sick leave. Compensatory time may be used for an FMLA reason but cannot be applied toward FMLA leave.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program of their own initiative shall not be subject to the two-year post-rehabilitation testing. To the extent that there are treatment and rehabilitation costs over and above the employee's insurance coverage, the difference shall be the responsibility of the employee.

If an employee subject to post-rehabilitation random testing tests positive any time during the twenty-four (24) month period, they shall be subject to disciplinary action up to and including termination.

15. DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, and obtains medical certification of fitness for duty he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee successfully completed the program, the employee may petition to have his medical file purged of any reference to his/her drug or alcohol problem. Such information should at no time be a part of or included in the employee's personnel file.

16. RIGHT OF APPEAL

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

17. CONFIDENTIALITY

The City of Oklahoma City shall maintain confidentiality in the administration of the drug and alcohol testing program and shall treat all tests and all information related to such tests, including interviews, memoranda, reports and statements as confidential.

- 1.) All records to drug/alcohol testing shall be kept separated from personnel records.
- 2.) Such records may not be used in any criminal proceeding or civil or administrative action, except in actions taken by the City of Oklahoma City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records.
- 3.) Records shall be the property of the City of Oklahoma City and will be made available to the affected applicant or employee for inspection and copying upon written request.

18. CONFLICT WITH OTHER LAWS

This policy is in no way intended to supersede, amend or waive any constitutional or other rights enjoyed by or conditions imposed upon the employee under federal, state or local statutes.