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Collective Bargaining  
Agreement for Fiscal  
Years 2022/2025  
Between

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The International  
Association of Firefighters  
Local #2066, AFL-CIO-CLC  
and

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The City of Midwest City

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into by and between the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as Employer, and International Association of Firefighters, AFL-CIO/CLC, Local 2066, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of Midwest City, Oklahoma, from strikes, work stoppages or slow-downs by the Union. The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the City of Midwest City in its capacity as an employer and the firefighters as employees.

## **ARTICLE 2**

### **RECOGNITION**

**SECTION 1.** The City recognizes Local 2066 as the exclusive bargaining agent for all permanent paid firefighters of the Midwest City Fire Department, with the exception of the Fire Chief and one designated Administrative Assistant.

## **ARTICLE 3**

### **AUTHORITY AND TERM**

**SECTION 1.** Pursuant to Oklahoma state law, 11 O.S. § 51-101 et seq., the following Articles constitute an Agreement by and between the Employer and the Union.

**SECTION 2.** The First Term of this Agreement shall be effective as of the first day of July 2022, and shall remain in full force and effect until the last day of June 2023. The Second Term of this Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect until the last day of June 2024. The Third and Final Term of this Agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the last day of June 2025.

## **ARTICLE 4**

### **MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

**SECTION 1.** The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, age, size, sex, religion or status of Union membership.

**SECTION 2.** The Union and all its members agree to comply with the objectives set forth in the Employer's Affirmative Action Program to ensure equal employment opportunity for all.



**ARTICLE 5**

**MANAGEMENT RIGHTS CLAUSE**

The Local recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement is retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to:

- A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- B. The right to assign working hours, including overtime;
- C. The right to establish modify or change work schedules, manning of shifts, assignments, etc.;
- D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;
- E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;
- F. The determination of safety, health, and property protection measures for the Fire Department;
- G. The allocation and assignment of work to all members within the Fire Department;
- H. The sole judge of the qualifications of applicants and training of employees;

- I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;
- J. The establishment and enforcement of Fire Department rules, regulations and orders;
- K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- L. The determination of the amount of supervision necessary;
- M. The control of the departmental budget;
- N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- O. The right to relieve employees from duties because of lack of work, funds or other legitimate reasons;
- P. Organization of City governments;
- Q. Other matters as covered by the Merit System.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer.

The above rights, responsibilities and prerogatives are inherent in the City Council and City Manager by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

## **ARTICLE 6**

### **PREVAILING RIGHTS**

**SECTION 1.** All rules, regulations, rights, privileges, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Midwest City Fire Department currently enjoyed by the Union which are not included in this Agreement shall remain in full force unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement of either parties during the term of the contract by mutual consent.

## ARTICLE 7

### PROHIBITION OF STRIKES

**SECTION 1.** During the term of this Agreement, the Union agrees to a prohibition of strikes, work stoppage and slow-down.

**SECTION 2.** For the purpose of this Agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holiday, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change of the conditions, compensation, rights, privileges or obligations of employment.

**SECTION 3.** Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

**SECTION 4.** Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, request such members to return to work at once and provide Employer with a copy of such request, and a responsible official of the Union shall publicly request them to return to work.

## ARTICLE 8

### UNION BUSINESS

**SECTION 1.** The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

**SECTION 2.** Members of the Union negotiating team, not to exceed five, shall be allowed time off without loss of pay for all negotiation meetings which shall be mutually set by the Employer and the Union.

**SECTION 3.** The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

**SECTION 4.** The Union president or his designated representative may investigate grievances during working hours with the approval of the Fire Chief or Shift Commander.

**SECTION 5.** Upon written authorization from the employee, the Employer agrees to deduct regular monthly Union dues; PAC Fund contributions and Union sponsored insurance benefit programs from the earned wages of those permanent employees who are represented by the bargaining unit.

**SECTION 6.** The deduction shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer of the Union. Changes in the amount of dues, PAC Fund contributions and Union sponsored insurance benefit programs will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

**SECTION 7.** All eligible members of the bargaining unit desiring dues deduction, PAC Fund contribution deduction and Union sponsored insurance benefit programs shall individually sign an authorization form, provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee the authorization shall remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

**SECTION 8.** The Employer will deduct only Union dues, PAC Fund contributions, and Union sponsored insurance benefit programs from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted. An illegal job action will result in the automatic termination of this privilege.

**SECTION 9.** The Employer will provide the Union treasurer with a monthly report showing the employee's name and the amount of deduction. All deductions refundable at the time of termination or resignation will be refunded by the Union.

**SECTION 10.** The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars (\$15.00) per month which shall be the service fee paid to the Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

**SECTION 11.** The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability that shall arise against the City on account of Union associated payroll deductions.

**SECTION 12.** Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year.

The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

## **ARTICLE 9**

### **SENIORITY**

**SECTION 1.** Seniority shall mean the status attained by length of continuous service in the department. Seniority shall commence from the date that the employee is employed in the Midwest City Fire Department; however, until the initial employment probation is completed, employees shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

**SECTION 2.** Seniority shall be determined by the earliest date of continuous employment with the Midwest City Fire Department. If both employees began employment on the same date, then their seniority shall be determined by the date of their employment application with said City.

**SECTION 3.** Seniority will be the factor to be considered by the Fire Chief in determining the priority of each employee to the following:

- A. Time when vacation is granted.
- B. Time when compensatory time off is granted.
- C. Time when holidays are granted.

**SECTION 4.** Seniority will be a factor to be considered by the Employer in determining the priority of each employee to the following:

- A. Shift and duty assignments;
- B. Transfers.

**SECTION 5.** In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

**SECTION 6:** Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur. Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

## ARTICLE 10

### BULLETIN BOARD AND E-MAIL COMMUNICATIONS

**SECTION 1.** The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address [local2066@midwestcityok.org](mailto:local2066@midwestcityok.org) to be used in the same regard as the bulletin boards.

Acceptable use of the bulletin board and e-mail would include:

- A. Recreational and social affairs of the IAFF;
- B. IAFF meetings;
- C. IAFF elections;
- D. Reports of IAFF committees;
- E. Rules or policies of the IAFF;
- F. Internal Fire Department E-mails (intra-departmental appropriate for distribution to employees).
- G. Other notices as approved for posting by the Human Resources Director.

**SECTION 2.** The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this Article.

**SECTION 3.** Only designated bulletin boards shall be used for posting any material on City property.

**SECTION 4.** The IAFF president shall be the responsible party for the e-mail address and for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the IAFF president.

## ARTICLE 11

### SAFETY AND HEALTH

**SECTION 1.** The Union agrees to appoint one member from each shift and the Employer agrees to appoint one member from each shift to comprise the Joint Safety and Health Committee (Committee for the purpose of this article). The Committee will have the responsibility of reviewing, investigating and reporting information on accidents and vehicle accidents in the Fire Department and recommending related or other safety and health needs to the Employer. The Fire Chief will appoint the Committee Chairman from within the Committee.

**SECTION 2.** All Fire Department related accidents and injuries (including vehicle accidents) will be reported to the Committee Chairman. The Chairman will call a meeting to be held monthly as needed, but at least quarterly, to investigate the accidents and injuries reported to the Chairman. The Committee will be provided with all information concerning the incident in question without breaching any confidentiality rights of the injured or involved.

**SECTION 3.** The Committee shall meet as deemed necessary by the Employer and the Union. After each meeting a written report shall be made and copies of the report submitted to the Fire Chief, the City's Safety Officer, the City Manager and the Union president.

**SECTION 4.** The majority of the Committee may cause an investigation of a reported health hazard or safety hazard. In the event that no majority decision could be reached by the Committee, then the Committee will select from the roster of the Fire Department personnel, excluding secretaries, the name of an individual to serve as a tie-breaker. The names on the roster will be placed in a container and the chairman of the committee shall draw a name from said container. The Committee will then present the issue to the person so selected for a majority decision.

**SECTION 5.** Committee members shall also be granted time off without loss of pay to conduct investigations of safety and health problems if deemed necessary by the Employer. Time off shall be approved by the Shift Commander provided that the granting of such leave shall not impede the operation of the Fire Department.

**SECTION 6.** Investigations and/or recommendations by the Committee are for the mutual objectives of the parties in protecting the safety and health of the employee(s), equipment, property, and the general public. It is understood that the Committee has no responsibility to recommend or implement any action against employees as a result of these investigations or reporting responsibilities. Such action shall remain the solely the responsibility of City management. The City Manager shall acknowledge receipt of the report from the Joint Safety and Health Committee within thirty (30) days and inform the Committee of any administrative action taken.

## ARTICLE 12

### **RESIDENCY REQUIREMENTS**

**SECTION 1.** The Employer agrees that the City of Midwest City, a municipal corporation, has a population, according to the latest federal census, in excess of fifty thousand (50,000) people.

**SECTION 2.** The Employer agrees to comply with 11 O.S. § 22-127 that the municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

**ARTICLE 13**

**OFF- DUTY EMPLOYMENT and Emergency Contact**

**SECTION 1.** Employees may engage in additional employment outside the official hours of duty. For staffing proposes during large scale emergencies, personnel are required to maintain a current number with the Fire Chief's Office at which said person can be personally contacted.

**ARTICLE 14**

**PROMOTION AND REVIEW BOARD PROCEDURE**

**SECTION 1.** All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein. The goal of this procedure is to select the most qualified individual(s), for the available position(s), in an organized and orderly manner.

**SECTION 2.**The administration of this procedural guide will be coordinated by a promotion committee of three (3) members. The promotion committee will coordinate examination procedures and assure proper administrative controls. The promotion committee will consist of one (1) member appointed by the Union, the Human Resources Director or designee and the Fire Chief or designee. The Union appointee shall be of equal or above rank to the position being tested for, and will review the assessment center dimensions and weighting factors prior to the conducting of an assessment center. In the event that a committee member becomes temporarily or permanently unavailable, he/she will be replaced by a substitute member. The substitute member will be selected in the same manner as the member they are replacing.

**SECTION 3.** Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The Promotions Committee will meet in the last quarter of the calendar year to determine and publish the bibliography for all testing to be conducted in the next calendar year. The bibliography will go into effect on January 1 and remain in effect during the next calendar year.

**SECTION 4.** Examinations for all positions will be given as a position becomes vacant when possible. Notification of said examination to eligible employees will be conducted as follows:

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.



2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer Promotion list will be in force for the calendar year (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the calendar year or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the calendar year or until the two highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

**SECTION 5.** Candidates that are on disciplinary suspension or probation at the time of examination will not be eligible for testing. Members who made the promotion list are not eligible for promotion if they are put on probation or suspension. If a candidate who was in the top three for Apparatus Operator or top two for Company Officer becomes ineligible for reasons previously addressed and three AO's or two CO's are promoted while he is ineligible, he will NOT be guaranteed a promotion when he returns to the list as stated in previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

**SECTION 6.** The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (1) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points. (All current employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

1. The written test will consist of one hundred (100) points. Passing shall be considered seventy (70%) percent.
2. Only clear, direct questions requiring concise answers will be used. Neither trick questions nor ambiguous questions will be part of the written test.

**B. Assessment Center**

1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test.
2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:
  - a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
    - i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
  - b. Assessor's scores are then averaged and calculated into a percentage and totaled.

**SECTION 7.** Employee receiving the highest score from totals of the written examination, assessment center(s), years of service, and review board (if applicable) will be totaled and the employee's name will be placed on the eligibility list. In the event of a tie, the person with the most seniority will be advanced first.

**SECTION 8.** Applicants will be given a control identification number at the beginning of the written examination. Applicants will be told to write this number down for use during the selection period.

All applicants may review the correct answers to the written test from the conclusion of the testing process for one and one half days following the examination. Any protest of the written test must be filed during this period with the Human Resources office. After the posting of the test results, all applicants will be allowed to review their written and/or practical factor examination where appropriate.

**SECTION 9.** Eligibility - Firefighter (Corporal)

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years performing the duties as firefighter. Applicants must be certified relief drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Instructor I.

**SECTION 10.** Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.

**SECTION 11.** Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must also attend a one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

**SECTION 12.** Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Officer II. Once the successful candidate has been placed on the Captain Promotion list, the candidate will complete the Captain Academy within six (6) months

**SECTION 13.** Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed a Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one-week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank.

**SECTION 14.** Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board

Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

**SECTION 15.** Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

**SECTION 16.** Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years. Applicants must be certified as an IFSAC or Pro Board Officer I. Any applicant attaining the position of Fire Prevention Officer must be certified as an IFSAC or Pro Board Inspector I and successfully complete a fire investigation training within one (1) year of attaining this position as approved by the Fire Chief.

**\*New changes to Sections 17 and 18 shall be effective July 1, 2023.\***

**SECTION 17.** Eligibility – Assistant Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of three (3) years as a Fire Prevention Officer. Applicants must be certified as an IFSAC or Pro Board Officer II or hold a Bachelor's Degree, and be certified as an IFSAC or Pro Board Inspector II.

**SECTION 18.** Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Applicants must have held the position of Fire Prevention Officer for a minimum of one (1) year and/or have held the rank of Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II or hold a Bachelor's Degree, and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

**SECTION 19.** If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

**SECTION 20.** Promotion Following Reduction in Rank

- A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.
- B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

**SECTION 21.** Rank and Classification

When an employee is promoted to a higher rank, excluding those employees being reclassified from Firefighter to Senior Firefighter, he shall be advanced to Step "1" of the new rank. Promoted employees will assume a new anniversary date commensurate with the promotion. Firefighters who are reclassified to Senior Firefighter will be placed in Step "1" of the new rank and will retain their anniversary date.

**SECTION 22.** Promotion Review Board

- A. The Review Board applies only to promotions for the ranks of Shift Commander, Training Chief, Training Major, Fire Marshall and Fire Prevention Officer.
- B. After passing the written test, each candidate will appear before a promotion review board consisting of three (3) Assistant Chiefs (at least two being Shift Commanders) and the Fire Chief. The candidate will be evaluated for one and/or all the following factors: work habits, performance under stress, initiative, motivation, and leadership, ability to delegate to fellow workers, appearance and review of the personnel file.
- C. The review board will assess 0 - 20 points for these factors as follows:
  - 1. Fire Chief will award 0-10 points.
  - 2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

## ARTICLE 15

### GRIEVANCE PROCEDURE

**SECTION 1.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Union or any employee or employees covered by this Agreement may initiate a grievance within ten (10) calendar days of the act or actions giving rise to the grievance, or within ten (10) calendar days from the date knowledge is gained of such act or actions, in accordance with the following procedure.

**SECTION 2.** The Union president or his designee may report an impending grievance to the Fire Chief in order to forestall its occurrence.

#### **SECTION 3.**

Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.

Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response

which will include a copy of the original grievance form and all additional information within six (6) calendar days.

**SECTION 4.** If the grievance is unresolved after receipt of the answer from the City Manager, either party by mutual agreement may request impartial Mediation to resolve the matter. A request for Mediation will be made with the Federal Mediation and Conciliation Service within ten (10) calendar days of the City Manager's decision. If the matter is not resolved through Mediation the Union may request that the matter be submitted to impartial arbitration.

**SECTION 5.** The request for impartial arbitration shall be made in writing and be submitted to the City Manager within ten (10) calendar days from receipt of the City Manager's and/or the Mediator's grievance answer. Within ten (10) calendar days from receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

- A. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- B. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- C. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

- E. 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 Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.
- F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

**SECTION 6.** All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

**SECTION 7.** It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal forum.

**ARTICLE 16  
VACATION LEAVE**

**SECTION 1.** All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

- A. Employees working eight (8) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	4.2 hrs per pay period
60-119 Months	5.1 hrs per pay period
120-179 Months	6.0 hrs per pay period
180-239 Months	7.0 hrs per pay period
240 Months or More	7.85 hrs per pay period

- B. Employees working twenty-four (24) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	6.05 hrs per pay period
60-119 Months	7.43 hrs per pay period
120-179 Months	8.82 hrs per pay period
180-239 Months	10.20 hrs per pay period
240 Months or more	11.59 hrs per pay period



**SECTION 2.** Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and eight (8) hours off for eight (8) hour workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than ninety-six (96) hours in succession may be taken by eight (8) hour workers.

**SECTION 3.** When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for eight (8) hour workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for eight hour workers shall be paid at the straight rate of hourly pay through June, 2008.

**SECTION 4.** If an employee has unused vacation time and separates from the municipal service, he shall be paid for his accumulated vacation leave.

## **ARTICLE 17**

### **INJURY LEAVE**

**SECTION 1.** Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's accrued leave. While on injury leave the members of the bargaining unit will continue to accrue leave; additionally, any extension of injury leave or leave accruals beyond six (6) months shall be subject to the City Manager's approval.

**SECTION 2.** The employee's eligibility for injury leave with pay shall be dependent on compliance with Title 11 and Title 85 of the Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

**SECTION 3.** Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with according to the terms of Title 85, Oklahoma Statutes, and Title 11, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

## **ARTICLE 18**

### **SICK LEAVE**

**SECTION 1.** Sick leave is accrued from the day of original appointment. Sick leave shall be granted for the following reasons:

- A. Personal illness or physical incapacity, resulting from causes beyond the employee's control.
- B. Medical, dental or optical appointments not to exceed four (4) hours each.
- C. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

**SECTION 2.** Employees working 24-hour shifts shall accrue sick leave at the rate of 7 hours per pay period. Employees working 24-hour shifts may accumulate up to a maximum of one thousand, three hundred and fourteen (1,314) hours and shall be paid for accumulated hours over 1,314.

**SECTION 3.** Employees working a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working a 40-hour workweek may accumulate up to a maximum of nine hundred sixty (960) hours and shall be paid for accumulated hours over 960.

**SECTION 4.** 24-hour employees who have accumulated hours over the maximum shall be paid at 40% of the employee's regular hourly rate of pay for each hour accumulated over the maximum and shall be paid bi-weekly. 40-hour employees who have accumulated hours over the maximum shall be paid at 50% of the employee's regular hourly rate of pay for each hour over the maximum and shall be paid bi-weekly.

**SECTION 5.** Statement of Attending Physician. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevented him from performing the duties of his position. In cases where abuse of sick leave is suspected a statement for sickness from a health care provider may be required after one (1) shift at the discretion of the Fire Chief. When a statement of sickness is required the employee shall be notified the day of the occurrence.

**SECTION 6.** Upon termination of employment

- A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
- B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick

leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.

- C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:
- i. A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

**SECTION 7.** Employees who separate from the City with an on-the-job injury or after twenty (20) years of continuous service shall be paid for accumulated hours up to the maximum at the rate of one-half (1/2) days' pay for each shift.

**SECTION 8:** Employees transferring from twenty four (24) hour shift to a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of a 40-hour workweek employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

## **ARTICLE 19**

### **EMERGENCY LEAVE**

**SECTION 1.** Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Fire Chief; an unscheduled hospitalization of a member of the employee's or their spouse's immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's or their spouse's immediate family which requires immediate action; or the death of a member of the employee's or the employee's spouse's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, dependent members of the employee's household and, in the case where the employee was raised by persons other than natural parents, those persons who acted in the capacity of natural parents).

**SECTION 2.** In the event an employee is notified of the impending death of those listed as immediate family, emergency leave shall be granted, subject to the limitations noted herein.

**SECTION 3.** Maximum number of days at a time allowed for 24 hour shift workers is two (2) shifts and the maximum number of working days allowed per calendar year is four (4). The maximum number of working days at a time allowed for 8 hour shift workers is three (3) and the maximum number of working days allowed per calendar year is seven (7).

**SECTION 4.** Additional emergency leave may be granted at the department head's discretion.

**SECTION 5.** When there is a death in the family of the employee of a person other than

those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency leave with pay.

## **ARTICLE 20**

### **VEHICLE LIABILITY INSURANCE**

The Employer shall provide liability insurance protection for every employee responsible for the operation of fire apparatus and/or any other city owned vehicle. The cost of such protection will be paid for by the Employer, subject to limits established by the Employer and subject to the legality of Employer paying same, provided such employee can be insured, and at the same rate as other City employees.

## **ARTICLE 21**

### **HOLIDAY LEAVE**

#### **SECTION 1.** 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.

All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

- E. The City and the Union agree that the work schedule on Veteran's Day and September 11<sup>th</sup> in remembrance of Patriot Day will be the same as a weekend work schedule. The morning work schedule will be utilized for applicable safety-training.

**SECTION 2.** 8-Hour and 10-Hour Shift Employees:

- A. All 8-hour shift employees covered by this Agreement are entitled to eighty (80) hours of Holiday Leave per year. All 10-hour shift employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

New Years' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Two additional days of each employee's choosing

If an authorized Holiday Leave falls on an employee's regularly scheduled day off, the employee must select another day during that year as a substitute for the authorized Holiday Leave Day. If an authorized Holiday Leave falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be the authorized Personal Time off.

- B. If an 8-hour/10-hour employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.
- C. Employees working 8-hour/10-hour shifts and completing their probationary year shall have their Holiday Leave computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 8-hour/10-hour shift employees are required to use a minimum of 64/80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. 8-hour/10-hour shift employees may elect to be paid for up to 8/10 hours in the first paycheck in December and/or up to 16/20 hours in the second paycheck in June, respectively.

**ARTICLE 22****LONGEVITY**

Longevity pay is made in recognition of an employee's tenure and faithful service to the City. Longevity pay is computed as follows:

Employees shall be eligible to receive the following longevity benefit at the beginning of their 4<sup>th</sup> year (37<sup>th</sup> month) of service based on the employee's hire date. With the following Longevity table:

	Years of Service		Annual Longevity Pay		Per Payday Longevity Pay
\$150.00	4		\$600.00		\$23.08
\$150.00	5		\$750.00		\$28.85
\$150.00	6		\$900.00		\$34.62
\$150.00	7		\$1,050.00		\$40.38
\$150.00	8		\$1,200.00		\$46.15
\$150.00	9		\$1,350.00		\$51.92
\$150.00	10		\$1,500.00		\$57.69
\$150.00	11		\$1,650.00		\$63.46
\$150.00	12		\$1,800.00		\$69.23
\$150.00	13		\$1,950.00		\$75.00
\$150.00	14		\$2,100.00		\$80.77
\$150.00	15		\$2,250.00		\$86.54
\$150.00	16		\$2,400.00		\$92.31
\$150.00	17		\$2,550.00		\$98.08
\$150.00	18		\$2,700.00		\$103.85
\$150.00	19		\$2,850.00		\$109.62
\$150.00	20		\$3,000.00		\$115.38
\$150.00	21		\$3,150.00		\$121.15
\$150.00	22		\$3,300.00		\$126.92
\$150.00	23		\$3,450.00		\$132.69
\$150.00	24		\$3,600.00		\$138.46
\$150.00	25		\$3,750.00		\$144.23
\$150.00	26		\$3,900.00		\$150.00
\$150.00	27		\$4,050.00		\$155.77
\$150.00	28		\$4,200.00		\$161.54
\$150.00	29		\$4,350.00		\$167.31
\$150.00	30		\$4,500.00		\$173.08

This payment will be in addition to an employee's base pay and will be received on the same checks he receives for his normal pay.

## ARTICLE 23

### UNIFORM AND MAINTENANCE ALLOWANCE

**SECTION 1.** Employees shall provide a flashlight and batteries, suitable boots and/or shoes for all uniforms and maintenance of uniforms (not including any part of turn-out clothing or firefighting related gear) at their own expense.

**SECTION 2.** The Employer shall repair or replace with like kind and quality any timepiece damaged or destroyed in the line of duty to a maximum of two hundred dollars (\$200) per incident.

**SECTION 3.** The employer shall reimburse employees for damage or destruction of cell phones up to three hundred and twenty five dollars (\$325.00).

**SECTION 4.** The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to four hundred dollars (\$400).

**SECTION 5.** Repair or replacement must be due to job required activities. Repair or replacement must not be due to employee neglect.

**SECTION 6.** In recognition and appreciation of their dedicated service to the Midwest City Fire Department, employees covered by this collective bargaining agreement will have the right to purchase his or her Structural Firefighting Helmet upon promotion or retirement. The employee will pay 10% of the original purchase price multiplied by the remaining years of life for the Helmet. A minimum of 10% of the original purchase price of the Helmet will be paid by the employee regardless of the remaining service life of the Helmet. NFPA Standard 1851 sets the service life of structural firefighting Helmets at ten (10) years from the date of manufacture.

The employee will have the right to purchase their badge and/or collar brass upon promotion or retirement for the "replacement price" of either or both items.

Employees who are terminated for disciplinary reasons will forfeit these rights.

## ARTICLE 24

### WAGES

**SECTION 1.** The pay plan contained in Addendum "A" attached to this Agreement shall include a 6.0% COLA be implemented effective July 1, 2022; the pay plan contained in Addendum "B" reflects a 3.0% COLA effective July 1, 2023, and shall run the term of this contract.

## ARTICLE 25

### INCENTIVE PAY

**SECTION 1.** The Employer agrees to pay \$10.00 per pay period to registered EMT Intermediate/Advance and \$20.00 per pay period to registered EMT Paramedics covered under this collective bargaining agreement. . Provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. Such payment shall be made only as long as the employee maintains the required certification or registration according to State of Oklahoma Department of Health requirements.

**SECTION 2.** The Employer agrees to pay \$34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and investigation training as approved by the Fire Chief. The Employer further agrees to pay \$23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.

**SECTION 3.** The City agrees to pay \$30.00 per pay period to those employees who possess an Associate Degree or \$40.00 per pay period to those employees who possess a Bachelor's Degree or \$50.00 per pay period to those employees who possess a Master's Degree. The degree must be acquired from an accredited college or university. Only the highest degree possessed will be paid for; provided, that those employees eligible to receive compensation under this section shall not include employees who have elected to participate in the City tuition reimbursement program.

**SECTION 4.** The City agrees to pay \$23.08 per pay period to certified EMS Instructors as long as they are performing those duties not to exceed one per shift. One of the EMS Instructors will be assigned as EMS coordinator by the Fire Chief. The City agrees to pay \$23.08 per pay period to one EMS Coordinator as long as he is performing those duties.

**SECTION 5.** The Employer agrees to pay \$46.15 per pay period to certified Hazardous Materials Technician Level Responders. Such payment shall be made as long as the employee completes 8 hours of continuing education each year as required and provided by the Midwest City Fire Department Training Section.

**SECTION 6.** The Employer agrees to pay \$30.00 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA, Apparatus, and Honor Guard.  
The Employer also agrees to pay \$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.



**SECTION 7.** The employer agrees to pay \$72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

**Section 8.** The employer agrees to pay each member of the bargaining unit \$450 for successful completion of the SCBA Endurance Course and/or \$450 for the successful completion of the annual Functional Capacity Exam. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.

## **ARTICLE 26**

### **MINOR MAINTENANCE**

Minor maintenance is considered to be the normal upkeep of station equipment, apparatus and department vehicles as now performed by department personnel.

## **ARTICLE 27**

### **DUES AND SUBSCRIPTIONS**

- A. The Employer agrees to pay, based on individual employees' written authorization and direction, the Oklahoma State Firefighters Association (OSFFA) dues for members of the bargaining unit.
- B. The Employer agrees to pay the registration fees for all delegates to the annual OSFA convention. Employees serving as delegates for the annual OSFA convention shall be allowed training leave starting Wednesday morning at 7:00 a.m. and ending at the conclusion of the convention on Saturday. Employees are required to attend all meetings and activities associated with the convention.

## **ARTICLE 28**

### **HEALTH BENEFITS**

**SECTION 1.** Effective July 1, 2022, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan *Preferred PPO Network* \$239.77 for the employee, or \$462.42 for the employee and their dependent spouse, or \$310.57 for the employee and their dependent child(ren), or \$615.63 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

Effective July 1, 2023, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2023-2024.

Effective July 1, 2024, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2024-2025.

**SECTION 2.** On January 1, 1999, all of the employees covered by this agreement will participate in the City Employees' Health Benefits Plan as new participants. The benefits and premiums will be non-negotiable. Premium payments will be made through the cafeteria plan.

**SECTION 3.** The Employer recognizes its responsibility under 51 O.S. section 151 et. seq. to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirements.

**SECTION 4.** During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 28 for the sole purpose of modification to the premium that is referenced in section one of the article.

In the event that there are increases to the costs of the Employee Health and Benefits Plan during the contract year, the City agrees to pay half the increase cost associated to the premiums by tier, with the employee paying the remaining half.

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.
2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.
3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

**ARTICLE 29****LIFE INSURANCE**

**SECTION 1.** The Employer shall provide life insurance for members of the Fire Department with a basic benefit of fifty thousand dollars (\$50,000) and a double indemnity benefit for accidental death in the amount one hundred thousand dollars (\$100,000).

**SECTION 2.** To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

**ARTICLE 30****HEALTH PHYSICAL**

**SECTION 1.** The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

The physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostrate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40

**SECTION 2.** If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

**SECTION 3.** The City of Midwest City encourages employees to get an annual and age-appropriate physical through their primary care physician (PCP) or preferred healthcare provider. In accordance with the Patient Protection and Affordable Care Act (ACA), such an annual physical or wellness exam shall be covered by the health plan without any cost to the employee. The employee shall communicate with their PCP that they are requesting an annual physical covered by the ACA. Services performed outside the scope of the routine physical or wellness exam may have costs to the employee associated with the services (e.g., treatment for a muscle ache, soreness, illness, or other specific issue addressed at the same appointment as the annual physical or wellness exam).

## **ARTICLE 31**

### **WORKING ON PERSONAL PROPERTY**

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.
- C. No City equipment or supplies will be used.

## **ARTICLE 32**

### **HOURS OF WORK**

**SECTION 1.** Personnel assigned to the Suppression Division shall work 24-hour shifts on a 2912 hours per year in a twenty- seven (27) day work period under the three-platoon system. The 27 day work period will contain 216 hours of work of which 204 will be considered FLSA "straight time." The 24-hour shift shall commence at 0700 hours.

**SECTION 2.** Personnel assigned to the Training Division shall work 8-hour shifts on a forty (40) hour average week in a 28-day work period. An exception to these hours of work may be necessary to address specific training activities as recommended by the Chief of Training, and as approved by the Fire Chief.

**SECTION 3.** Personnel assigned to the Fire Prevention Division shall work 10-hour shifts on a forty (40) hour average week in a 28-day work period under a two-platoon system. The work week will be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday, or Saturday, Sunday, Monday. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

## **ARTICLE 33**

### **OVERTIME AND CALLBACK**

**SECTION 1.** Overtime and callback for emergencies will be paid at the rate of time and one-half in dollars or compensatory time in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at time and one-half in dollars.

**SECTION 2.** Required off-duty training or meetings will be paid at time and one-half in dollars or compensatory time in accordance with FLSA regulations.

**SECTION 3.** Departmental personnel assigned to "on call status" shall be compensated at the rate of one and one-half times his rate of pay for a minimum of 2 hours if called back. Compensation shall be paid in accordance with FLSA regulations.

**SECTION 4.** At the discretion of the City Manager, employees may receive payment for overtime service. Rates of overtime pay shall be either at straight time or time and one-half their regular rate of pay for hours in a pay period. Whether an employee receives straight pay or time and one-half pay (or time) will depend on whether he or she was on normal work status during the entire pay period as described below:

#### Overtime Determination

**Normal Work Status:** At the end of the pay period, OT1 (straight time pay or compensatory time) or OT2 (time and one-half pay or compensatory time) shall be authorized depending on whether the employee was on normal work status during the entire pay period. An employee shall be considered on normal work status for any of the following:

1. When on duty performing assigned tasks
2. Vacation time
3. Civil or military leave
4. Holidays
5. Training leave
6. Compensatory time
7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)

8. Blood leave
9. Union Leave
10. Voting Leave
11. Injury Leave

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each 27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

Non-Work Status: An employee is considered not to be on normal work status for the following:

1. Unauthorized leave
2. Sick Leave
3. Extended Sick Leave
4. Suspension without pay
5. Emergency Leave
6. Leave of Absence
7. Leave without pay

Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.

**SECTION 5.** Members of the Prevention Section assigned to standby status on weekends or holidays shall be entitled to standby pay in the amount of \$50.00 per day while so assigned. In the event a member is called to duty while on standby status, he shall be compensated in accordance with Section 1 above and not receive the \$50.00 standby pay for that day.

## **ARTICLE 34**

### **COMPENSATION AT SEPARATION**

SECTION 1: An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

SECTION 2: Members of the bargaining unit agree to complete and submit to the City's Human Resources Office a Beneficiary Designation as to Final Wages and Benefits (BDFWB) found in the rear of the Collective Bargaining Agreement (CBA) in the event of a life change such as marriage, divorce, and/or in the event of the death of a beneficiary currently listed on the BDFWB form. The BDFWB form will be maintained in the member's Official Personnel File for record keeping purposes.

### **ARTICLE 35**

#### **DRUG FREE WORKPLACE ACT**

The Employer will implement and conform to Public Law 100-690 The Drug Free Workplace Act of 1988. In accordance with the Act, the Employer will:

- A. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- B. Provide each employee a copy of the above policy;
- C. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug-counseling programs;
- D. Require employees to notify the employer if they are convicted of any drug related crime;
- E. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

### **ARTICLE 36**

#### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to further collectively bargain, with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 37**

**SUBSTANCE ABUSE POLICY**

The parties agree to the Substance Abuse Policy attached hereto as Exhibit "A" for Fiscal Year 2020-21.

**ARTICLE 38**

**PENSION BENEFITS**

Effective Pay Period Ending 2/20/2019 the employer agrees to pay fourteen percent (14%) of each employee's total actual paid gross salary to the Oklahoma Firefighters Retirement System the employee will be required to pay the remaining nine percent (9%) for a total of twenty three percent (23%), in accordance with Title 11 O.S. § 49-122.

**ARTICLE 39**

**SAVINGS CLAUSE**

**SECTION 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 2.** In the event of invalidation of any article or section both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

**SECTION 3.** It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

**SECTION 4.** Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision 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.

**SECTION 5.** It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

**SECTION 6.** This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of



obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

## **ARTICLE 40**

### **Disciplinary Action Involving the Administrative Review Board**

**SECTION 1.** Disciplinary action, for just cause, shall be solely for the good of the service, as a minimum the following procedure shall be followed as set forth by this article.

**SECTION 2.** All complaints lodged against member(s) of the Fire Department will be investigated. The allegations will be reduced to writing and will be presented to the employee at the time of the investigation. If appropriate discipline is issued it will be done at the end of a completed investigation; the employee will receive copies of the disciplinary action at the time the disciplinary action is issued.

**SECTION 3.** The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties at the conclusion of the investigation prior to the ARB meeting. The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

**ARTICLE 41**

**DURATION OF AGREEMENT**

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 2022, and shall remain in full force and effect until midnight June 30, 2025.

IN WITNESS WHEREOF, the parties set their hands this 28 day of June 2022.



ATTEST:

THE CITY OF MIDWEST CITY, OKLAHOMA

Sara Hancock  
City Clerk

Matthew DeWalt  
Mayor

ATTEST:

MIDWEST CITY INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL #2066

\_\_\_\_\_  
Secretary

Sam DeWalt  
President

CORPORATE NEGOTIATOR  
CITY OF MIDWEST CITY

F. J. Bailey  
Human Resources Director

APPROVED AS TO FORM AND LEGALITY this 28 day of June 2020.

Donald M. Mase  
City Attorney

## MIDWEST CITY FIRE DEPARTMENT

### EXHIBIT A

#### SUBSTANCE ABUSE TESTING POLICY

**PURPOSE:** City government provides a variety of public services. The employees of the City are its most valuable resource, since it is through their work that services are provided. When delivering services, the health and safety of the public and the employees are paramount.

Drug and alcohol abuse are serious problems which affect all segments of the community, including the workplace. Such abuse poses risks to members of the public and to City employees. Employees have the right to work in an alcohol- and drug-free environment. The public has the right to be free from the harmful effects of alcohol and drug abuse in the provision of public services. The policy of the City is to provide a safe work environment and to protect the public by ensuring a drug- and alcohol-free workplace.

This policy implements 49 CFR 30 (Federal Highway Administration or FHWA) requirements for drug and alcohol testing for Commercial Driver's License holders, 49 CFR 655 (Federal Transit Administration or FTA) rules for employees performing safety-sensitive work on CDL class vehicles, and the Oklahoma Workplace Drug and Alcohol Testing Act. **Any violation of this policy shall remove an applicant from consideration for employment and shall subject an employee to disciplinary action, up to and including termination.**

It is the City's policy to:

- A. Ensure that all city employees are not impaired in their ability to perform assigned duties in a safe, healthy and productive manner.
- B. Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- C. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances.
- D. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug abuse or misuse, adversely affect their ability to perform their assigned work duties.

This policy is designed to:

- A. Detect the use of prohibited drugs by urine or saliva testing.

- B. Detect the misuse of alcohol by breath testing.
- C. Deter the misuse of drugs and alcohol by providing education and training about the safety and health ramifications of substance abuse.

**Revised: 5/00  
2/20**

This policy is intended to comply with all applicable federal and state regulations for prevention of prohibited drug and alcohol use as well as standards for drug and alcohol testing. The U.S. Department of Transportation (DOT) regulations are found in 49 CFR, Part 653 and Part 654, as amended, and 49 CFR, Part 40, as amended, and State of Oklahoma regulations are found in OAC 310:638 and Title 40 O.S. § 551 et seq.

**Scope.** All City employees are subject to the provisions of this policy, including employees who are required to have a current Commercial Driver's License (CDL) as a condition of employment. Employees performing safety-sensitive work on City vehicles (such as maintenance mechanics and their supervisors) are subject to the requirements of the FTA-specific CDL provisions of this policy.

#### **STATEMENTS OF POLICY:**

**Treatment and Rehabilitation.** The City of Midwest City is invested in its employees' health and welfare and realizes that members within the organization may develop an issue with drug and/or alcohol abuse. The City provides an Employee Assistance Program (EAP) for employees to reach out to, confidentially, if they determine that they need treatment or rehabilitation, as well as medical plan coverage for both inpatient and outpatient treatment. The Human Resources Director is the administrator of and contact for the EAP. When this opportunity is appropriately taken, the employee may use accrued leave for treatment and rehabilitation. Employees who believe they may have an alcohol or drug usage problem are encouraged and expected to voluntarily seek confidential assistance from the EAP. However, it is the policy of the City of Midwest City that these attempts be made prior to the failing of a drug or alcohol test. Once a test is failed and verified, it becomes a matter of employee misconduct and therefore subject to disciplinary action, up to and including termination.

**Prohibitions.** This policy prohibits the following:

- A. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, or in City supplied vehicles, or during working hours.
- B. The unauthorized use, possession, manufacture, distribution or sale of alcohol on City premises, or while on City business, or in City supplied vehicles, or during working hours.

- C. Storing any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized, or any container of alcohol, in or on City property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy, provided all container seals and original packaging are intact and unbroken.
- D. Reporting to work, or working, while under the influence of illegal drugs or alcohol, whether on City premises or on City business, or in City vehicles.

**Revised: 5/00  
2/20**

- E. Failing to notify the employee's supervisor, before beginning work, that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
- F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.
- G. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription **must** be in the employee's name.
- H. Refusing to submit to an inspection as described in the enforcement section of this policy when requested by a supervisor, in accordance with this policy.
- I. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or (b) pursuant to a written agreement between the City and the employee.
- J. Violating any criminal drug or alcohol statute while working, or conviction under any criminal drug statute.
- K. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

**Medical Marijuana:** It is important to note that the Federal Government lists marijuana as an illegal drug. While medical marijuana may now be legal in Oklahoma, employees in safety-sensitive positions and employees in non-safety-sensitive positions who do not possess valid medical marijuana licenses should understand that it is a violation of the City's drug policy and procedure to test positive for THC in a post-accident, random, for-cause, return to duty, or follow-up drug test. This also applies to pre-placement drug tests. An employee's status as a medical marijuana license holder shall not be taken

into consideration by the City in the instance of a positive THC result for employees in safety-sensitive positions. Any City employee found to be in possession of, consuming, or under the influence of marijuana while working, representing the City, on City-related business, or while on or in City property shall be subject to disciplinary action, up to and including termination, for misconduct in violating this policy. "Under the influence" includes observable appearance, behavior and/or conduct. **New 2/20**

**Safety-Sensitive Positions:** Positions that are designated as "safety-sensitive" are exempt from medical marijuana protections. Safety-sensitive positions include those positions that the City reasonably believes affect the safety and health of others. As defined by statute, some safety-sensitive positions include, but are not limited to, positions that work with hazardous materials, operate vehicles or machinery, maintain equipment, work with utilities, prepare/handle food and/or medicine, carry a firearm, qualify as police/peace officers or firefighters, or care for patients or juveniles and children. Safety-sensitive designations shall be included in applicable job descriptions and vacancy postings. **New 2/20**

**Managerial Responsibility for Enforcement.** Risk Management and Human Resources shall be responsible for enforcement of this policy with the direct cooperation of departmental managers and supervisors. The City will provide training to all managers authorized to act under this policy in evaluating and working with substance abuse issues in the workplace.

**Enforcement.** When there is a reasonable suspicion to believe that an employee's job performance and/or behavior may be impaired by drugs or alcohol, the supervisor shall take the steps outlined in the "for-cause" testing section of this policy to address the situation. The employee may be directed to submit an alcohol/drug test and/or be subject to search of property in which the City maintains control or joint control with the employee.

**Impairment.** It is the responsibility of all City employees to report any behaviors of employees that indicate potential impairment by drugs or alcohol to their supervisor and/or manager. These reports shall be addressed by the supervisor and/or manager with urgency and in as much confidence as the specific circumstance allows.

**Drug and Alcohol Testing.** Testing under this policy generally means a urinalysis or oral fluid test for drug testing and an evidential breathalyzer test for alcohol testing, administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other methods are allowed by Oklahoma State Department of Health Rules OAC 310:638-1-4 for initial detection of the presence for drug and/or alcohol. Hair testing is also allowed for initial and confirmation drug testing. Saliva is also allowed for initial alcohol testing; additionally, blood testing is allowed for initial and confirmation testing for alcohol.

**Revised: 5/00  
2/20**

**Drug Testing by Urinalysis:** The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. For all general employees, CDL holders and individuals tested under the reasonable suspicion or for-cause standard, no observer shall be present when the initial sample is collected. In the event that there is evidence that a sample has possibly been altered or adulterated by the donor (e.g., temperature outside the range of 32-37<sup>0</sup> C/90-100<sup>0</sup>F) or that the sample is a substance other than urine, another specimen will be taken under the direct supervision of a collection site person of the same gender as the donor, and both specimens shall be forwarded to the testing facility for testing. Standard and lawful procedural actions shall be taken in all tests to ensure the sample is from the subject and was actually passed at the time noted on the record.

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain-of-custody. Unless specifically noted, all testing will be done using SAMHSA procedures and threshold levels. Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

**Drug Testing by Oral Fluid (saliva):** Unlike urinalysis, the testing of saliva does not require the quarantine of a restroom. The donor is given an oral swab by the collector. This swab is placed inside the donor's mouth, under the tongue. When an adequate amount of saliva has been collected, the swab is then placed in transport tube by the donor and handed to the collector. As with urinalysis, each step in the collection and processing of the saliva specimen shall be documented to establish procedural integrity and the chain-of-custody. Specimen samples shall be sealed and labeled. A large enough sample will be taken for a second, follow-up test. **New 2/20**

**Fraudulent Samples:** Any employee providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall immediately be placed on administration leave (pending testing results) and be subject to discipline, up to and including termination. Any applicant providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall be removed from hiring consideration. **New 2/20**

**Drug Test Classifications:** Under this policy, and in accordance with state and federal law, there are different classifications of workplace drug and alcohol testing. The following describes each classification:

- I. **Pre-Employment Testing:** The City shall conduct post-offer, pre-employment testing examinations designed to prevent the hiring of individuals who use illegal drugs or abuse prescription drugs. All selected applicants for positions within the City, except for temporary employees, are required to pass a post-offer, pre-employment drug and alcohol test prior to being hired. The test is a condition of employment and will be administered after a

conditional offer of employment has been made and prior to any tentative start date. Applicants that hold a current CDL license will be required to submit to a DOT drug/alcohol test if the applicant is to perform or may perform job tasks that require the operation of CDL class vehicles. The test consists of the submittal of both a urine or saliva sample and a breath alcohol test at a facility under the direction and arrangement by the Human Resources Department.

Any applicant who fails or refuses to submit to such testing shall be denied employment. A confirmed positive test for illegal drugs or alcohol will exclude an applicant from being hired, regardless of position applied for. A confirmed positive test for THC will automatically exclude an applicant for a safety-sensitive position from being hired.

All applicants, except Police Officers and Firefighters, will be tested under the procedures contained in this policy which are consistent with the procedures for CDL holders. Pre-employment testing for prospective Police Officers and Firefighters will be done according to the drug and alcohol testing protocols and standards that are on file in the office at the State Police or Fire Pension System. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for 12 months by proper storage method to allow for further testing if necessary.

- II. **For-Cause Testing:** Title 40 O.S. § 554 states that a public employer may request or require an employee to undergo drug or alcohol testing at any time there is reasonable cause to believe that the employee may be under the influence of drugs or alcohol or has violated this policy, including, but not limited to, the following circumstances:
- A. When a reasonable suspicion exists that the employee or another person has sustained an injury, or property of the City has been damaged as a direct result of the employee's substance abuse;
  - B. Drugs or alcohol are found to be on or about the employee's person or in the employee's vicinity;
  - C. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol;
  - D. A report of drug or alcohol use while at work or on duty;
  - E. Information that an employee has tampered with drug or alcohol testing at any time;
  - F. Negative performance patterns; or
  - G. Excessive or unexplained absenteeism or tardiness.

When a supervisor and/or manager notices or an employee reports noticing an employee exhibiting any of the above (or other suspicious) behaviors, the supervisor and/or manager shall not delay in addressing the situation. Upon becoming aware of the situation, the supervisor shall:

- A. Observe the employee's behavior and speech;



- B. Temporarily suspend employee's involvement in any safety-sensitive activity;
- C. Keep the employee in the location under supervision;
- D. Document in writing the facts constituting cause;
- E. Communicate with management the concern;
- F. Contact Risk Management and report the concern;
- G. Obtain written statements from any reporting employees; and
- H. Maintain decorum and confidentiality for all parties involved.

Once the supervisor has established cause and Risk Management has been contacted:

- A. The employee shall be interviewed by both the supervisor and a witness, (minimum supervisor level), preferably from Risk Management.
- B. All parties involved with the interview of the employee shall be in full agreement that cause has been established.
- C. Upon the conclusion that cause exists, Risk Management shall communicate the situation to Human Resources and ensure that appropriate management has been notified.
- D. Risk Management shall immediately arrange for drug and alcohol testing of the employee.
- E. The employee is to remain under direct supervision once cause is established. They are to be visible at all times and NOT allowed to use the restroom or drink anything.
- F. The Risk Management representative shall take the employee directly to the testing facility.
- G. In the matter of for-cause testing, all substances allowed by law to be tested through urine or saliva sampling shall be tested for.
- H. The employee shall, in accordance with this policy, provide accurate contact information (a minimum of two (2) phone contacts) to both the testing facility AND Risk Management to ensure a Medical Review Officer (MRO) can contact the employee if need is established.

When the employee's test has been submitted, the following shall take place:

- A. The employee shall be placed on administrative leave, pending results.
- B. The results will be evaluated by the laboratory as stated in this policy.
- C. Any initial positives shall be forwarded to the MRO for evaluation.
- D. The MRO will contact the employee for an interview. The employee shall, in compliance with this policy, make themselves available to the MRO and shall cooperate with this process.
- E. The MRO then determines if there are any legitimate medical reasons for a positive test through the interview with the employee, review of the employee's medical records or a request that the employee be seen by a MRO approved physician.
- F. Once notified by the MRO, the employee has a right to request that the B bottle of the original specimen be tested.
- G. The MRO verifies results as negative, positive, refused, or cancelled.

The results of the drug test are communicated to Risk Management and by Risk Management to Human Resources. The employee will be notified by mail of the results as well. In the case of a negative result the employee shall be allowed to return to work, yet may be recommended to consult with the EAP Professional to address the behavior that originally constituted cause.

In the case of a confirmed positive, the employee shall remain on administrative leave. The employee shall be referred to a SAP for evaluation and determination of intervention level. In addition, as this is an issue of employee misconduct, the matter will be turned over to the Human Resources Director. The issue of discipline is addressed in the Discipline section of this policy.

- III. **Non-DOT Random:** As a provision of this policy, as well as in accordance with DOT and pension system requirements, the City of Midwest City conducts random drug and alcohol testing. Throughout the calendar year, (at least quarterly), all City employees in safety-sensitive positions will be subject to such testing. These individuals include, but are not limited to, Police Officers and Firefighters, employees with drug interdiction responsibilities, employees authorized to carry firearms, employees engaged in activities which directly affect the safety of others, employees who drive city vehicles, employees working in direct contact with juveniles, jailors, and supervisors of the above enumerated employees. Ten (10%) percent of the total Police and Fire employees will be subject to random testing on an annual basis.

The selection process for random drug testing for the City of Midwest City is as follows:

- A. Safety-sensitive employees' names are kept and maintained on an Excel spreadsheet by department.
- B. An additional list is established for employees that are subject to DOT mandated drug and alcohol testing.
- C. Each list has the employees' names with a corresponding line number.
- D. Each drawing sample is inputted onto a random sequencing generator online and the sequence is generated. That sequence is immediately printed and becomes the drawing. Each drawing sample pulled from the computer has the date and time of the drawing. The printed random sequence shall remain with all documentation regarding the random test.
- E. The drawing sample is then compared to the spreadsheet and, depending on the department size, the pre-determined amount of numbers; from top down is what determines who the selected individuals shall be. For example, if department size determines that four people are to be tested, the first four numbers of the random sequence are the compared to the spreadsheet. The name(s) coinciding with the selected number(s) is the selected person(s) and shall report for the drug and alcohol test.

- F. Upon the determination of the person(s) drawn, an equal amount of "alternate" number(s) will determine the alternate(s) for the primary drawing. These alternates shall be selected using the original random sequence list that determined the primary selectees.
- G. In the event that an employee that has been selected to submit for a test is not at work the day of the test, the pre-drawn alternate will report to the testing site instead. If both the primary and alternate selectees are absent the day of the test, the department head and designee shall submit written notification to the Risk Management office that the employee and alternate are/were absent at the time of testing. This must be done within 24 hours of the testing process.

How the testing works:

- A. Once notified of the test, the employee is to report directly to the test site immediately with their identification. If a manager has been notified in the morning that an employee is to report for a random drug and alcohol test in the afternoon, the employee shall NOT be notified until it is time to report for testing. Once the employee is notified, THEY MUST report to the testing site immediately.
- B. Employees ARE NOT allowed to stop anywhere along the way for ANY reason. An employee that does not follow this directive exactly will be in violation of this policy and subject to disciplinary action based on that violation.
- C. The selected employees are not allowed to bring any food or beverage to the testing site.
- D. Once at the testing site, the employee will not be allowed to leave the building for ANY reason including, but not limited to, to get an ID from their vehicle, smoke, or lock their vehicle, without being under the direct supervision of a certified testing agent or a member of Risk Management.
- E. Employees shall fill out the appropriate non-DOT form after signing in. Any contact information provided on the forms shall be ACCURATE and ACTIVE. In the event that a MRO needs to contact the employee, the employee must submit to that interview process as a condition of compliance with this policy.
- F. The employee(s) shall follow the directions and instructions of the testing facility personnel while submitting samples.
- G. *For Urine Testing:*
  - 1. Under initial testing, the employee will be allowed privacy when giving the sample. Direct supervision is not allowed.
  - 2. The employee must provide enough of a sample that the sample can be divided into two adequate samples.
  - 3. If the employee is unable to provide a sample at the time they report to the test site, they have two (2) hours from the time that they sign in to produce a sample. Not submitting a sample within that time period is considered a failed test.
  - 4. In the event the sample provided by the employee has been tampered

with, i.e., temperature out of range, suds, discolored, etc., the sample will be deemed adulterated and the employee shall be required to submit a second sample.

5. When submitting a second sample due to suspected adulteration, the sample will be provided under direct supervision of a same-gender tester. If one is not available at the test site, the employee shall be driven by Risk Management or their supervisor to a testing facility immediately.

H. *For Oral Fluid Testing:*

1. The employee will be provided an oral swab by the collector to obtain the sample.
  2. The employee must keep the swab under their tongue long enough to obtain the adequate amount of saliva.
  3. The swab is then placed inside the transport tube and labeled by the collector.
- I. Breath alcohol testing results are provided to the employee at the time of testing.
- J. Drug testing results are generated at the laboratory and may take up to 48 hours to receive results.
- K. Any initial positives shall be forwarded to the MRO and a subsequent investigation will begin.
- L. Employees shall cooperate and be truthful with the MRO as a condition of this policy.
- M. Results of drug and alcohol testing are to be communicated to the employee by mail from the Human Resources Department.

**IV. DOT Random Testing:** Many City of Midwest City employees are holders of CDL licenses. In accordance with federal mandate, these licensees are subject to random DOT testing. DOT regulations require 25% of CDL drivers to be randomly tested each year. DOT random drug testing shall be conducted independently from non-DOT testing and on a different date.

- A. The random DOT drawing shall be conducted by establishing a spreadsheet of all CDL holders (where their job with the City requires or could potentially require the employee to operate a class of vehicle that requires the CDL), regardless of department.
- B. Of these employees a drawing of an adequate amount of employees to meet the 25% requirement will be drawn utilizing the method stated in the previous section of this policy.
- C. When the employee reports to the testing site, they will be required to complete the DOT testing form.
- D. DOT regulations require that drug testing be performed by urinalysis.
- E. Once a DOT sample has been taken, the sample is processed through a DOT certified laboratory.
- F. Initial positive results are processed as they are in non-DOT testing. A MRO will contact the employee in the result of an initial positive.

- V. Post-Accident Testing:** In the event that an employee is involved in an accident while operating a city vehicle or while on City business, under specific criteria, employees in safety-sensitive positions and CDL drivers shall be required to submit to post-accident drug and alcohol testing. Employees who are not in safety-sensitive or CDL driver positions may be subject to post-accident drug and alcohol testing. Post-accident testing will be conducted in accordance with federal regulations for DOT operators or under the provisions of this policy for non-DOT operators/employees. The only exception is in the case where a suspicion of potential drug or alcohol use of the driver has been determined at the accident scene, at which point, the employee will be required to submit to a for-cause test.

The criteria for post-accident testing are as follows:

- A. Any accident that results in the loss of human life, regardless of issuance of citation.
- B. Any accident that results in the immediate need of medical treatment away from the scene in which the employee receives a citation.
- C. Any accident that results in the requirement of any vehicle to be towed from the scene and the employee receives a citation.
- D. In the event that the accident is under more extensive investigation to determine fault, the employee shall submit to post-accident testing.

If a City of Midwest City employee is in an automobile/equipment accident, Risk Management is to be notified immediately. Risk Management shall report to the accident scene to assist in the determination and subsequent facilitation of post-accident testing.

The employee involved in the accident is not allowed to leave the scene, unless emergency medical attention is required. If the above criteria are met, the employee will not be allowed to drive until the testing is completed and negative results verified. The supervisor and/or manager of the employee must find a substitute driver of the vehicle, if it is drivable, to assume that responsibility. The employee is to be driven to the testing facility immediately upon being released by investigating officers, by Risk Management or the employee's supervisor if Risk Management is unable to leave the scene. Employees ARE NOT allowed to be driven by any level below supervisor. The employee is to be taken directly to the facility. An employee refusing to submit to post-accident testing is considered to have failed the test and is subject to both the provisions of this policy and federal mandate.

In addition to the driver of a CDL vehicle, technicians who have worked on the CDL class vehicle and their immediate supervisors are subject to post-accident testing, provided that the potential cause of the accident was the failure of a recently repaired component(s). For example, a technician will be tested if he/she had worked on a truck's brake system just prior to an accident and it is determined that a brake problem contributed to the accident.

- VI. Follow-up or Return to Work Testing:** When an employee has tested positive for drugs or alcohol during a random or post-accident test, the same provisions apply as for all employees in the section above on Discipline and/or Treatment/Rehabilitation. In addition, the following specific rules apply:
- A. Employees will be referred to a Substance Abuse Professional (SAP) as part of their return to work requirements.
  - B. The employee must comply with any recommended rehabilitation.
  - C. The employee must have a negative retest before being permitted to return to work.
  - D. Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.
  - E. Testing may be extended for a period of up to 60 months after the return to work.
  - F. Any follow-up random testing will consist of an alcohol test and drug test.

Written acknowledgment will be required from the employee stating that he/she will be subject to random follow-up testing for a period not to exceed 60 months.

Failure to successfully complete a treatment process or to comply with the return to work standards shall be grounds for termination of employment.

**Drugs Tested For:** The laboratory shall test for the specific drug classes at levels that meet or exceed the limits hereafter set forth by the Oklahoma Workplace Drug and Alcohol Testing Act and Oklahoma State Health Department Regulations, OAC 310:638, as amended. All specimens identified as positive on the initial test shall be confirmed using gas chromatography-mass spectrometry or its equivalent as approved by the Commissioner of Health.

Samples will be collected and tested only by laboratories certified by the State Board of Health. The sample collection will be performed under reasonable and sanitary conditions with sufficient quantity for splitting into two specimens. This procedure allows for subsequent independent analysis in the event of a challenge of a confirmed positive test.

Individual privacy will be respected in the process of sample gathering. However, procedures will be followed to reasonably reduce the likelihood for substitutions or tampering.

The City has contracted with a reputable, qualified facility which ensures confidentiality of testing, maintains records of the chain of custody, provides the individual an opportunity to confidentially provide information that may affect the test results and follows procedures that ensure an individual an opportunity to obtain a confirmation test.

The City pays for all costs of testing, including confirmation tests. If the individual requests a retest in order to challenge a confirmed test, that individual pays the costs for

retesting. Only if the retest reverses the original confirmed test is the City required to reimburse the individual for the retest costs.

**Results of Drug Testing.** The laboratory will review the results of the test and determine if the sample contains any illegal drug, or legal drug or alcohol at levels that would cause impairment or reveal its use in an illegal manner. The lab director will also review the medical history made available by the individual when a confirmed positive test could have resulted from a legally prescribed medication.

For all CDL holders, technicians and other City employees, the results shall be forwarded immediately to the designated Medical Review Officer (MRO) for further review. The Human Resources Department will send a copy of the drug testing results to the employee's home address or hold the results for the employee to pick up at his/her option.

**Evaluation of Legal Drug Use.** In the case of legal drug use that may affect an employee's ability to perform his/her job safely, the designated MRO shall require the individual to provide, by the next scheduled work day, a verification of a valid current prescription for the drug(s) identified. If the applicant tests positive for THC, the MRO will ask the applicant if they have a license and will refer the applicant to the Human Resources Director. The Human Resources Director, or designee, will make a copy of and verify the medical marijuana license. Applicants will be dropped from eligibility or the employee will be subject to disciplinary action when:

- A. Verification of a valid prescription is not provided;
- B. The prescription or license provided is not in the subject's name.
- C. In the case of medical marijuana, the relevant position has been designated as a safety-sensitive position.

**Drug / Alcohol Test Failure:** When there is a confirmed presence of any illegal drug or legal drug that has, in the opinion of the Lab Director/designated MRO, no reasonable explanation, the subject shall be deemed to have failed the test. The employee will be advised of the positive test result by the testing facility's MRO. The employee shall be afforded the opportunity to have the original urine/saliva sample retested. Retests must be requested within 72 hours after the notification of an initial positive test.

A laboratory representative or the MRO will contact the City and inform of the initial positive in the event there is no medical validation (valid prescription) for the class of drug the employee tested positive for. In the event that an employee tests positive for THC (marijuana), this result shall be reported to the City, regardless of the employee's status as a medical marijuana license holder. Once this notification has been made, the employee will be placed immediately on administration leave, pending re-test results, results of any investigation and/or disciplinary measures.

A re-test will be done by the original lab (at the City's expense), unless the employee wishes to pay for a re-test at a different laboratory. The second test must be done under SAMHSA procedures or, for a CDL holder, by a SAMHSA certified lab. If the subject declines a re-test or a re-test confirms the results of the initial test, the Human Resources Director shall be notified and shall determine appropriate action.

When there is the confirmed presence of alcohol (equal or greater to .02) the subject shall be deemed to have failed the test. When there is a confirmed presence of alcohol at the .02 level or greater, the employee is deemed to be unable to work safely and will be sent home for the remainder of his/her work shift. The employee shall take leave without pay. The employee will not be permitted to use sick leave, vacation leave, compensatory time or any other earned leave. The employee will return to work after a minimum period of 24 hours or upon the conclusion of any administrative investigation (whichever period is greater).

In the case of job applicants, the lab director or designated MRO shall notify the applicant of the positive test result. An opportunity to have the original urine/saliva sample retested at the applicant's expense shall be afforded. The applicant must request the re-test within 72 hours. If there is a confirmed positive test, the applicant shall be removed from eligibility for hire. In the event that an applicant tests positive for THC (marijuana), this result shall be reported to the City, regardless of the applicant's status as a medical marijuana license holder. Pre-employment test results for Firefighters or Police Officers will be forwarded directly to the applicable State Pension System. A copy will be sent to the Human Resources Director.

**Refusal to Test:** An employee that refuses to submit to drug and alcohol testing shall be considered to have failed the test and be subject to the same disciplinary action as testing positive for illegal drugs and/or alcohol. Several actions are considered a refusal to test in addition to a verbal refusal. They include, but are not limited to:

- A. Failing to appear in a timely manner for any test as directed to do so;
- B. Failing to remain at testing site until testing process is complete;
- C. Failing to provide a urine, saliva or breath sample for any test required by this policy;
- D. Failure to provide sufficient urine, saliva or breathe sample when directed, unless followed by a required medical evaluation resulting in an adequate medical explanation of the failure;
- E. Failure to undergo the required medical evaluation resulting from failure to provide a sufficient sample for testing ("shy bladder" or "shy lung" procedures);
- F. Failure to take a second test when directed to do so;
- G. Failure to cooperate with any part of the testing process;
- H. Providing a specimen that is verified as adulterated or substituted;
- I. Failure to permit the observation or monitoring while providing a urine sample. (Please note, tests conducted under direct supervision only occur in limited situations. The majority of specimens are provided in private.);
- J. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
- K. Admitting to the collector or MRO that the specimen is adulterated or substituted.

**Discipline.** As with any issue of employee misconduct, an appropriate investigation and assessment of circumstances will be made. It is the policy of the City of Midwest City to not tolerate the abuse of alcohol or drugs while in the workplace. Employees are provided the opportunity and support to address drug and alcohol abuse issues on a



voluntary basis. The failing of a drug or alcohol test indicates the employee's unwillingness to adhere to the provisions of this policy. Disciplinary action, up to and including termination, shall be determined separately from any rehabilitation measures determined by the Substance Abuse Professional (SAP). The Human Resources Department is responsible for facilitating any investigation, interview, or Administrative Review Board (if necessary).

**Negative Test Results.** Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the Human Resources Department. A copy of this notice will not be placed in their Human Resources file, unless requested by the employee. A record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resources Department.

In the case of job applicants, the Human Resources Department will be notified and the applicant is clear for hire in regard to drug and alcohol testing.

**Confidentiality.** Laboratory reports of positive test results shall not appear in an employee's general Human Resources folder. Information of this nature will be placed in a separate confidential medical folder that will be maintained by the Human Resources Department.

Incidents or circumstances that result in an employee submitting to a drug and alcohol test are confidential and shall be treated as such with the exception of the following:

- A. Positive reports or test results shall be disclosed to the department head only on a need-to-know basis.
- B. If disciplinary action has been determined to include any form of drug/alcohol surveillance through periodic random testing, the department head shall be informed of the parameters of that directive.
- C. Disclosures without patient consent, may also occur when
  1. the information is compelled by law or by judicial or administrative process;
  2. the information has been placed at issue in a formal dispute between the City of Midwest City and the employee;
  3. the information is to be used in administering an employee benefit plan such as for drug or alcohol treatment; or
  4. the information is needed by Human Resources for the diagnosis or treatment of the patient (employee) who is unable to authorize disclosure.

**Record Retention Requirements.** The City shall maintain all records related to drug and alcohol testing for each CDL holder in a secure location with controlled access. All documents sent by the laboratory or the collection site shall be kept.

**Revised: 5-1-00**

The following records shall be maintained for a minimum of five (5) years:

- A. Records of alcohol test results indicating an alcohol concentration of .02 or greater.

- B. Records of verified positive drug test results.
- C. Documentation of refusal to take required alcohol and/or drug tests.
- D. Evaluations and referrals.
- E. Copy of annual report.

Records related to alcohol and drug collection process and training shall be maintained for a minimum of two (2) years.

Records of negative and canceled drug test results and alcohol test results with a concentration of less than 0.02 shall be maintained for a minimum of one (1) year. No records containing driver information required by this policy will be released except as follows:

1. Upon written request of the employee;
2. Upon written authorization of the employee;
3. Records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, including, but not limited to, a worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the employee.

**Substance Abuse Professional:** Regardless if the employee has failed a non-DOT or DOT drug and alcohol test, the employee will be referred to a Substance Abuse Professional (SAP). This is to occur, by law, regardless if employment is retained by the City of Midwest City.

The role of the SAP is to professionally evaluate the employee and make appropriate recommendations in regards to education, treatment, follow-up tests and aftercare. The SAP recommends the re-entry program and determines when a safety-sensitive employee can be returned to duty.

The City of Midwest City is not obligated, regardless of the SAP's recommendations, to return the employee to work.

### **Responsibilities of Employees**

Employees are responsible to adhere to the provisions of this policy. In the event that an employee is having an issue with drug or alcohol abuse, they must utilize the resources available to them through the City prior to any drug/alcohol testing.

When an employee submits to any form of drug and alcohol testing, they shall provide valid contact information to the testing facility. It is the responsibility of the employee to provide correct and legible contact information. In the event that an employee has an initial positive result, the MRO must be able to reach the employee. Deliberately avoiding communication with the MRO convolutes this process and is subject to disciplinary action.

It is each employee's responsibility to determine from his/her healthcare provider whether or not any drug or substance the employee is taking would impair job performance. Job descriptions are available for the employee to provide to their healthcare provider to establish this and it is required that the employee communicate any possibility of impairment to their supervisor prior to beginning work.

It is also the responsibility of any employee who personally observes or has personal knowledge of another employee who is in a condition which impairs that employee's ability to perform his/her job duties or poses a hazard to the safety and welfare of him/herself, the public, other employees or equipment, to immediately report the incident to his/her immediate supervisor or any other supervisor in the employee's chain of command.

<b>Revised:</b>	<b>5/00</b>
<b>Revised entire Article</b>	<b>9/01</b>
	<b>2/20</b>

## CITY OF MIDWEST CITY

### EMPLOYEE ASSISTANCE PROGRAM

The City of Midwest City is aware that many personal or health problems can and do interfere with an employee's ability to perform his/her job. These problems may include abuse of alcohol or drugs.

Employees whose job performance problems are not related to a lack of skill and who do not respond satisfactorily to the usual disciplinary procedures are often in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance.

To assist these troubled employees, the City offers an Employee Assistance Program (EAP) as part of the Health Benefits Program. Assessment, counseling, referral and follow-up are provided for employees whose personal or health problems are interfering with their job performance. The cost of such services are the responsibility of the employee. Some costs may be covered by the health benefits program and details of coverage may be obtained from the Human Resources Department. Also, the health benefits plan document provided to you gives details of coverage. The EAP can be accessed by an employee without a referral by a supervisor. In a self-referral, the employee contacts an EAP counselor directly.

The City's supervisors are responsible to confront an employee when they see changes in performance that suggest a substance abuse problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that an involuntary referral to the EAP is appropriate.

Informal referrals can take place at any time apart from or during the disciplinary process or if an employee confides in a supervisor that he/she is having problems of a substance abuse nature. In an informal referral, the supervisor will inform the employee of the benefits of the EAP and give the employee the needed information to contact a counselor. In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about any visit with the employee.

Through a formal referral, the supervisor directs the employee to make use of the EAP. Failure to use the EAP may result in disciplinary action up to and including termination. In a formal referral, the supervisor or the Human Resources Director may contact an EAP counselor to discuss the employee's problem. The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor or the Human Resources Director and tell him/her whether the employee saw the counselor and followed recommendations. No detailed information is revealed to the supervisor or the Human Resources Director.

Supervisors should not attempt to diagnose the nature of the employee's problem. However, they should be alert to changes in behavior that may signal a problem such as:

- \*\* absenteeism
- \*\* chronic lateness
- \*\* personality change
- \*\* decline in work quality
- \*\* unusual behavior

### **SUBORDINATION TO OTHER LAWS/REGULATIONS**

All provisions of this policy are subordinate to all federal or state laws and regulations. Any changes in such rules or regulations shall be incorporated into this policy.

### **POLICY DISTRIBUTION**

A substance abuse policy will be distributed to all current City employees and shall be included in the Human Resources Policies and Procedures Manual.

### **CONTACT PERSON:**

Any questions about or assistance with any aspect of the Substance Abuse Policy should be directed to the Human Resources Director at 739-1235 during business hours or 405-508-4865 after hours, on weekends and holidays.

**NEW: 8-1-96**  
**Revised: 9/01**  
**2/20**

## ADDENDUM A1: 2022-2023 FIRE PAY SCALE

EFFECTIVE 07/01/2022 Applied 6.0% Across the Board Increase

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	52,006.81	55,591.52	59,127.92	62,691.43	63,906.89	
	BI-WEEKLY	2,000.26	2,138.14	2,274.15	2,411.21	2,457.96	
	HOURLY	17.8595	19.0905	20.3049	21.5287	21.9460	
SR. FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	67,470.40	71,020.54	74,569.49	78,119.65	82,175.55	86,231.46
	BI-WEEKLY	2,595.02	2,731.56	2,868.06	3,004.60	3,160.60	3,316.59
	HOURLY	23.1698	24.3889	25.6077	26.8268	28.2196	29.6125
SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	84,171.85	86,477.84	88,783.82	92,792.56		
	BI-WEEKLY	3,237.38	3,326.07	3,414.76	3,568.94		
	HOURLY	28.9052	29.6971	30.4889	31.8656		
LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	94,694.96	96,638.23	98,620.00	100,645.02		
	BI-WEEKLY	3,642.11	3,716.86	3,793.08	3,870.96		
	HOURLY	32.5189	33.1862	33.8668	34.5622		
CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	101,666.75	103,755.41	105,887.68	108,065.17		
	BI-WEEKLY	3,910.26	3,990.59	4,072.60	4,156.35		
	HOURLY	34.9130	35.6303	36.3625	37.1103		
MAJOR		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	110,288.24	112,557.67	114,875.43	117,241.15		
	BI-WEEKLY	4,241.86	4,329.14	4,418.29	4,509.28		
	HOURLY	37.8737	38.6530	39.4490	40.2614		
SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	119,656.79	122,123.09	124,641.68	127,160.26		
	BI-WEEKLY	4,602.18	4,697.04	4,793.91	4,890.78		
	HOURLY	41.0909	41.9379	42.8028	43.6677		
TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	119,656.79	122,123.09	124,641.68	127,160.26		
	BI-WEEKLY	4,602.18	4,697.04	4,793.91	4,890.78		
	HOURLY	57.5273	58.7130	59.9239	61.1347		

FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL		90,789.17	93,131.02	95,260.09	97,388.90	101,663.64
BI-WEEKLY		3,491.89	3,581.96	3,663.85	3,745.73	3,910.14
HOURLY		43.6486	44.7745	45.7981	46.8216	48.8768
ASSISTANT FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4	
ANNUAL		101,792.55	103,829.02	105,904.97	108,023.29	
BI-WEEKLY		3,915.10	3,993.42	4,073.27	4,154.74	
HOURLY		48.9387	49.9178	50.9159	51.9343	
FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4	
ANNUAL		119,656.79	122,123.09	124,641.68	127,160.26	
BI-WEEKLY		4,602.18	4,697.04	4,793.91	4,890.78	
HOURLY		57.5273	58.7130	59.9239	61.1347	

## ADDENDUM A2: 2023-2025 FIRE PAY SCALE

EFFECTIVE 07/01/2023 Applied 3.0% Across the Board Increase

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	53,567.01	57,259.27	60,901.76	64,572.17	65,824.10	
	BI-WEEKLY	2,060.27	2,202.28	2,342.38	2,483.55	2,531.70	
	HOURLY	18.3953	19.6632	20.9141	22.1745	22.6044	
SR. FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	69,494.51	73,151.16	76,806.57	80,463.24	84,640.82	88,818.40
	BI-WEEKLY	2,672.87	2,813.51	2,954.10	3,094.74	3,255.42	3,416.09
	HOURLY	23.8649	25.1206	26.3759	27.6316	29.0662	30.5008
SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	86,697.01	89,072.18	91,447.33	95,576.34		
	BI-WEEKLY	3,334.50	3,425.85	3,517.21	3,676.01		
	HOURLY	29.7723	30.5880	31.4036	32.8215		
LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	97,535.81	99,537.38	101,578.60	103,664.37		
	BI-WEEKLY	3,751.38	3,828.36	3,906.87	3,987.09		
	HOURLY	33.4944	34.1818	34.8828	35.5990		
CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	104,716.75	106,868.07	109,064.31	111,307.13		
	BI-WEEKLY	4,027.57	4,110.31	4,194.78	4,281.04		
	HOURLY	35.9604	36.6992	37.4534	38.2236		
MAJOR		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	113,596.89	115,934.40	118,321.69	120,758.38		
	BI-WEEKLY	4,369.11	4,459.02	4,550.83	4,644.55		
	HOURLY	39.0099	39.8126	40.6324	41.4692		
SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	123,246.49	125,786.78	128,380.93	130,975.07		
	BI-WEEKLY	4,740.25	4,837.95	4,937.73	5,037.50		
	HOURLY	42.3237	43.1960	44.0869	44.9777		
TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	123,246.49	125,786.78	128,380.93	130,975.07		
	BI-WEEKLY	4,740.25	4,837.95	4,937.73	5,037.50		
	HOURLY	59.2531	60.4744	61.7216	62.9688		



FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	ANNUAL	93,512.85	95,924.95	98,117.89	100,310.57	104,713.55
	BI-WEEKLY	3,596.65	3,689.42	3,773.77	3,858.10	4,027.44
	HOURLY	44.9581	46.1178	47.1721	48.2262	50.3431

ASSISTANT FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	104,846.33	106,943.89	109,082.12	111,263.99
	BI-WEEKLY	4,032.55	4,113.23	4,195.47	4,279.38
	HOURLY	50.4069	51.4153	52.4433	53.4923

FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4
	ANNUAL	123,246.49	125,786.78	128,380.93	130,975.07
	BI-WEEKLY	4,740.25	4,837.95	4,937.73	5,037.50
	HOURLY	59.2531	60.4744	61.7216	62.9688



Collective Bargaining Agreement  
Local 2066 / City of Midwest City



# Grievance Form

Name of Grievant:

Date of Incident:

Rank:

Date Grievant Aware of Incident:



Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):

Large empty rectangular box for the grievance narrative.

Please specify the article(s) and section(s) of the contract believed to be violated:

Empty rectangular box for specifying contract articles and sections.

Please note the resolution requested:

Empty rectangular box for noting the requested resolution.

Grievant Signature:

Date:

Step one (1) of the grievance process is to discuss the grievance with the employee's immediate supervisor, the immediate supervisor shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.

Immediate Supervisor	Date discussed w/ Emp.	Date of written response

Step two (2) if the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.

Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:	
Filed by:	<input type="checkbox"/> Local 2066	<input type="checkbox"/> Grievant	

Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.

Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:	
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Step four (4) if the grievance is not resolved in step 3, the employee has the right to submit his/her grievance to the City Manager in writing within six (6) days. The City Manager has six (6) calendar days to respond in writing to the employee. If the grievance is not settled in this step the union or the City can by mutual agreement ask for Mediation; if not resolved through Mediation then the union can submit the grievance for impartial arbitration in accordance with Article 15 of the CBA.

City Manager:	Date Submitted to City Manager:	Date of the City Manager's Response:	
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Please note in this section any information pertinent to the resolution of the grievance (i.e. agreements to change hearing dates or time limitations):

Attach additional pages if needed

The City of Midwest City

BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

I understand that Oklahoma State law Title 40 Stat. §165.3a and Title 62 Stat. §304.2 allow me the option of designating a beneficiary to receive my final wages and termination pay in the event of my death while still gainfully employed by the City of Midwest City. If I do not designate a beneficiary and keep the beneficiary current, and die while still gainfully employed by the City of Midwest City, not more than Three Thousand Dollars (\$3,000.00) of my final wages and termination pay will be paid to my surviving spouse, or dependent child(ren), as allowed by state law and the remainder will be paid to my estate.

I understand that I can change or cancel my beneficiary designation at any time. I further understand that it is my sole responsibility to change my beneficiary designation when a life event occurs in my life such as marriage, divorce or death of a beneficiary currently listed on this form. The City is not responsible if the form is not correct or current.

I designate: \_\_\_\_\_ %
Print Name Relationship

Address City & St. Zip Code

\_\_\_\_\_ %
Print Name Relationship

Address City & St. Zip Code

\_\_\_\_\_ %
Print Name Relationship

Address City & St. Zip Code

As my beneficiary(ies) the individuals listed above shall receive my final wages and termination pay as designated above, in the event of my death while gainfully employed by the City. In the event any of the above designated beneficiary(ies) should predecease me, or has been divorced from me prior to my death, I designate the following person as my contingent beneficiary to receive that designated percentage of my final wages and termination pay in the event of my death while still gainfully employed by the City.

I designate \_\_\_\_\_ as my contingent beneficiary.
Print Name Relationship

Address City & St. Zip

\_\_\_\_\_ I decline to designate a beneficiary with respect to my final wages and termination pay.

Print Name

Employee Signature Date