

AGREEMENT

BETWEEN

THE CITY OF SHAWNEE, OKLAHOMA

AND

THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

LOCAL # 206

FY 2010-2011

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ARTICLE I
PURPOSE OF AGREEMENT

Section 1.01. It is the intent and purpose of this Agreement, entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation, hereinafter referred to as “City” and LOCAL NO. 206, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO/CLC, hereinafter referred to as “Union”, to assure sound and beneficial working and economic relationships between the parties hereto and to provide an orderly means to resolve grievances which may arise during the term of this Agreement. It shall be the duty of both parties to bargain in good faith concerning wages, hours and other terms and conditions of employment, which is deemed to be in the best interest of public welfare and safety.

ARTICLE II
RECOGNITION

Section 2.01. The City recognizes Local No. 206, International Association of Firefighters, affiliated with AFL-CIO/CLC, as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. A permanent employee shall be an individual who has successfully completed the one (1) year probationary period.

ARTICLE III
AUTHORITY AND TERM

Section 3.01. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2010 and shall remain in full force and effect until the 30th day of June, 2011.

Section 3.03. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the City are to be included as matters of collective bargaining, it is the obligation of the Union to serve written notice of request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, the last day on which monies can be appropriated by the City to cover the contract period, which is the subject of the collective bargaining procedure.

Section 3.04. During the term of this Agreement, it shall be the obligation of the City and the Union to meet within ten (10) days after notice has been filed by either party to negotiate any amendments, addendums, or changes that do not require the appropriation of monies.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, and power of authority which the City has not officially abridged, delegated, granted or modified by the agreement are retained by the City and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively without limitation, within the rights of the City.

Section 4.02. Except as may be limited hereinafter, the City retains the rights in accordance with the Constitution and laws of the State of Oklahoma, and the responsibilities and duties contained in the laws of the State of Oklahoma, the Charter of the City of Shawnee, the Ordinances and regulations promulgated thereunder:

- a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;
- b. To assign working hours, including overtime;
- c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;
- d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- e. To determine the safety, health and property protection measures for the Fire Department;
- f. To allocate and assign work to the members of the bargaining unit within the Fire Department;
- g. To be the sole judge of the qualifications of applicants and training of new employees;
- h. To establish and enforce Fire Department rules, regulations and orders;
- I. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;
- j. To determine the number of employees and supervision necessary;
- k. To control the departmental budget;

1. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.
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ARTICLE V PERSONNEL REDUCTION

Section 5.01. In the case of a personnel reduction, the members of the bargaining unit with the least seniority shall be laid off first, subject to a thirty (30) day notice to each member for the purpose of providing the opportunity of incumbent members to exercise their pension options. Time in the Shawnee Fire Department shall be given the utmost consideration.

Section 5.02. For the purpose of this Article, seniority shall be determined by the length of continuous service with the Shawnee Fire Department.

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;

- b. Negotiations with the City – 15 minutes before the meeting, throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action.

ARTICLE VII
PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.
- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3 (a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole

discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.

- I. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manger for resolution advising the basis for such claim.
- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
- I. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
 - iii. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.
 - iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
 - v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
 - vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement

thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

- vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. 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. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers;
- d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX
HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule except the Emergency Management Director who shall work an eight (8) hour day, a five (5) day a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00am and ends the following Sunday morning at 7:00am.

ARTICLE X
OVERTIME, CALL- BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below eleven (11) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a “call back roster.” Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called back for less than twelve hours cumulative will not lose their turn on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City’s approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to two hundred sixty-four (264) hours.

ARTICLE XI
TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance.

ARTICLE XII
WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back one in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII
HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City will pay a maximum of \$275.00 per month for single coverage; a maximum of \$500.00 for adult/children coverage; a maximum of \$525.00 a month for coverage for couples and a maximum of \$560.00 a month for family coverage.

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000.00
Accidental Death	\$40,000.00
Dismemberment up to	\$20,000.00

ARTICLE XIV
MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and

promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City’s capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained here in to fore.

ARTICLE XV MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be given to the Fire chief who shall forward them to the Personnel Department. On return from leave, the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the “three (3) off rule.”

ARTICLE XVI SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave – sick leave is granted when members are unable to perform their duties because of personal illness, injury, or disability.

Section 16.02. Family Leave – family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter’s immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member’s accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave – members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member’s immediate family. Immediate family is defined as the member’s or the

member's spouse; spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members staking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave may be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII
VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	4.62 hour	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be:

Twenty-four (24) hour shift members – ½ shift or 12 hours

Day members – 1 hour

ARTICLE XVIII
HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half-holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2day)	December 24 th
Christmas Day	December 25 th
New Year's Eve (1/2 day)	December 31 st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (1/2) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, one hundred ten (110) hours for ten (10) hour day shift personnel, and eighty-eight (88) hours for eight (8) hour day shift personnel.

Section 18.05. For members who promote from a line position on 24 hour shift to a day shift position their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX
LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or

ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control officer for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49-111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

ARTICLE XXI
RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII
SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. They neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII
LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV
CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

- 2 – Long Sleeved Shirts
- 2 – Short Sleeved Shirts
- 2 – Short Sleeved Pull over Golf Shirts
- 3 – Pairs of Pants
- 1 – Uniform Jacket (light and heavy)
- 2 – Badges (shirt and jacket(s))
- 1 – Belt
- 2 – Shirt and Jacket Insignia
- 2 – Name Plates (shirt and jacket)
- 3 – Tee Shirts
- 1 – Ball Cap
- 1 – Pair of Coveralls
- 1 – Wildland/Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall result in disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

- 1 – Pair of Bunker Boots
- 2 – Pairs of Gloves
- 1 – Helmet with Strap and Liners
- 1 – Helmet Face Protector Shield or Goggles
- 1 – Pair of Bunker pants with Suspenders
- 1 – Bunker Coat
- 1 – Nomex Hood
- 1 – Nomex Coveralls

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

ARTICLE XXV
LONGEVITY

Section 25.01. To encourage career service, longevity pay shall be granted in addition to the base wages as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 25.02. Longevity shall be computed based on the last date of hire with the City, as per the following schedule.

<u>Years of Continuous Service</u>	<u>Hourly Rate 24 Hour Shift</u>	<u>Day</u>
4	\$.23	.34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI
EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member’s educational incentive for successful completion (letter grade of “C” or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member’s ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate 24 Hour Shift Day</u>	
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate members incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

		<u>Hourly Rate 24 Hour Shift Day</u>	
#2	Firefighter II	.20	.29
#3	EMT Basic – (Ok DOH or National Registry)	.50	.74
#5	Paramedic – (OK DOH or National Registry)	.50	.74
#6	Haz Mat Tech – (OSU/Fire Service Training)	.20	.29
#7	Physical Fitness Excellence – (City’s Criteria)	.20	.29
#8	Scuba – (City’s Criteria)	.20	.29
#9	One – 120 hours of OSU Fire Service Continuing Professional Training	.15	.22
#10	Physical Fitness 80% of Standard	.20	.29
#11	CLEET (Fire Prevention Only)	.50	.74
#12	Physical Fitness 100% of Standard	.20	.29

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training.

If training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall not be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and City Manager. The application must be submitted prior to enrolment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

**ARTICLE XXVII
WAGES**

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement. For FY 2010-2011, there will be no cost of living adjustment.

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

<u>Classification</u>	<u>Pay Range</u>
Firefighter	01
Lieutenant	11
Captain	21
Deputy Fire Marshal	21 (D)

Training Officer	31 (D)
Battalion Chief	31
Emergency Management Director	31 (D)
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step “6” of their pay classification range. Upon promotion to a higher rank the member’s merit date becomes the date of promotion and their anniversary date will be used for longevity only. However, for FY 2010-2011, there will be no merit increases for the term of the contract.

In the event a member is demoted, the member’s merit date becomes the date of the demotion and their anniversary date will be used for longevity only.

Anniversary date for all members hired after January 1,1979, will be a permanent anniversary date of the member’s individual date of employment. All members hired prior to January 1,1979, will have a permanent anniversary date of July 1st unless they are promoted or demoted. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have five (5) years on the department before they can test. To make the rank of Battalion Chief, the member must have eight (8) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

**ARTICLE XXVIII
SAVINGS CLAUSE**

Section 28.01. 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 28.02. All amendments to this Agreement shall be numbered, dated and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendments specifically delete or change a provision of this

Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendices specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX
MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief's Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX
ALCOHOL & CONTROLLED SUBSTANCE TESTING
POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City and the Union recognize the importance of having a drug and alcohol free workplace and the fact that substance abuse is a treatable illness. Both parties understand that the abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. Because of these understandings, the parties to this Agreement acknowledge that it is in their mutual best interest to prevent, treat and eliminate drug, alcohol, and chemical substance abuse in the workplace. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours or on City property will be subject to discipline up to and including termination.

Section 30.02. Effective Date: This policy will be effective thirty (30) days after official posting in a prominent place at all fire stations and following a distribution of the policy to all members. In addition, a copy will be given to each applicant for employment upon receiving a conditional offer of employment.

Section 30.03. Authority: This policy shall be in accordance with and administered pursuant to 40 O.S. § 551 et. seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 30.04. Application: This policy shall apply to all members of the bargaining unit covered under this Agreement as well as all applicants for employment once they have received a conditional offer of employment

Section 30.05. Education: All members shall be informed of the Department's drug and alcohol testing policy and procedures, including information concerning the impact of the use of drugs and alcohol upon job performance; how testing is to be conducted; and the consequences of the testing procedures.

Section 30.06. Pre-Employment Testing: All applicants for position with the Fire Department shall undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing a conditional offer of employment.

Section 30.07. Reasonable Suspicion Testing: Drug or alcohol testing may be conducted on any member when objective evidence exists, establishing reasonable suspicion of substance abuse in the workplace. Reasonable suspicion may be based upon, among other things:

- a. Observable and articulable phenomena, such as physical symptoms or manifestations of being under the influence of drugs or alcohol while at

work or on duty (appearance, behavior, speech, body odor, etc.) or the direct observation of such use while at work or on duty;

- b. Reports of drug or alcohol use from reliable and credible sources, which are independently corroborated;
- c. Evidence that an individual has tampered with a drug or alcohol test during his/her employment; or
- d. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the City's premises or operating the City's vehicle, machinery or equipment.
- e. No testing under "Reasonable Suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by two (2) management/supervisory representatives. However, only one management/supervisory representative is necessary to require an employee to submit to drug/alcohol testing if the supervisor observes the employee ingest, smoke, or use a controlled substance or alcohol. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing under this section without reasonable suspicion.
- f. The supervisor shall verbally inform the employee the reason for the suspicion. Additionally, a written record of the observations leading to a drug or alcohol test shall be created and signed by the supervisor(s) who made such observations within 24 hours of the observed behavior. A copy of the report shall be forwarded to the Fire Chief with a copy to the Personnel Director.
- g. The employee involved must stop work immediately and shall be transported, as soon as possible, to the designated testing facility by a management/supervisory employee. Prior to testing, the employee will be required to sign a drug/alcohol testing consent form. Failure or refusal to sign the form and to submit to testing will be cause for an adverse inference that the employee was under the influence, as well as a charge of insubordination, and appropriate disciplinary action, up to and including termination, will be initiated.
- h. The employee will not be allowed back to work until the results of the test are known. A management/supervisory employee will make arrangements for the safe transportation of the employee to his/her home. If the results of the test prove negative, any time off will deemed to be with pay.

Section 30.08 Post Accident Testing: Post-accident drug or alcohol testing may be conducted on employees only where there has been damage to City property which the

City reasonably believes at the time exceeds \$500.00 dollars, or actual work related injury to an employee or third party, or where there exists reasonable suspicion (as defined in Section 6) that the accident, injury or damage was a direct result of the employee's use of drugs or alcohol. The post accident test shall be administered while the employee is on duty or prior to going off duty, or as close to as possible. If testing cannot be done within two (2) hours of the accident, the manager/supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the Personnel Director. No employee required to take a post accident alcohol or drug test shall use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post accident testing.

Section 30.09. Post Rehabilitation Testing: The City may require an employee to undergo drug or alcohol tests without prior notice for a period of two (2) years after the employee's return to work following a confirmed positive test, and following participation in drug or alcohol dependency program under a City benefit plan or attended at the request of the City. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this Policy.

Section 30.10. Substances for which tests may be given (including metabolites)

Ethyl alcohol or Ethanol (beer, liquor, etc.)

Cannabinoids or Marijuana (pot, weed, grass)

Cocaine (including crack)

Amphetamines (including speed)

Opiates (including morphine, codeine, dilaudid, percodan)

Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels shall not be reported to the City Medical Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection, storage, transportation, and testing procedures shall be conducted in accordance with rules established by the Oklahoma State Board of Health. Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health. Samples shall be collected only by those persons "deemed qualified" by the State Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results. Body component samples that are appropriate for drug and alcohol testing shall be collected with due regard to the privacy

of the individual being tested. In no case shall the City's representative directly observe collection of a urine sample. A written record of the chain of custody of the sample shall be maintained until the sample is no longer required. An applicant or employee shall be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set for by the State Department of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug or alcohol testing. However, if an employee requests a retest to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test unless that test reverses the findings of the previous positive test, in which case the City is responsible for the cost. Any initial test of a current employee must be performed during or immediately after the employee's scheduled work period and is deemed as compensable work time as applicable under the Fair Labor Standards Act.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to terms of this policy will be subject to disciplinary action up to and including termination. Employee found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

Section 30.14. Medical Review Officer: The City shall contract with a Medical Review Officer qualified by the State Board of Health. The Medical Review Officer shall receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. Upon receiving a confirmed positive test result, the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results.

Section 30.15. Confidentiality: The City shall comply with all provisions of the Workplace Drug and Alcohol Testing Act including confidentiality and shall treat all test and all information related to such test, including interviews, memoranda, reports, and statements as confidential. All records relating to drug testing shall be kept separated from personnel records. Such records may not be used in any criminal proceeding or civil or administrative action except in actions taken by the City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records. Records shall be the property of the City and will be made available to the affected applicant or employee for inspection and copying upon request. Records may not be released to any person other than the applicant or employee without the applicant or employee's expressed written permission, or if otherwise required by law.

Section 30.16. Disciplinary Action: The City recognizes that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City shall not take disciplinary action against an employee who test positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of administrative leave in the cases involving reasonable suspicion.

- a. Voluntary disclosure: In order to help and assist employees, the City will permit members who voluntarily come forward admitting a substance problem to initiate rehabilitation through the City's Employee's Assistance Program (EAP). The employee shall not be considered to have suffered a violation of this policy or be subject to discipline under this section. However, those employees in safety sensitive positions may be assigned to non-safety sensitive positions, until a verified negative drug or alcohol test can be obtained from an appropriate testing facility. The affected member may only be assigned to that position for a maximum of 60 calendar days. At the end of the 60 day period if the employee can not be assigned back to their normal position, the employee may be required to enter into a signed agreement for continued required drug or alcohol testing and EAP compliance if a problem determined to exist. (Available vacation, compensatory or sick leave accruals may be utilized by employees in such situations).
- b. Positive Test Results: In light of its recognition that substance abuse is a treatable condition, the City will evaluate the employment history of any employee who tests positive for drugs or alcohol after a test under reasonable suspicion criteria or post accident scenario. The appropriate course of action will be determined based on the employee's total work record including, but not limited to, any prior documented drug or alcohol problems. Whenever reasonable under the totality of the circumstances, the employee will be offered the opportunity to enter into a rehabilitation program. Continued employment shall be contingent upon the successful completion of a rehabilitation program and an agreement to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years. However, the City reserves the right to initiate disciplinary action for a confirmed positive test result, when reasonable and appropriate, under the totality of the circumstances including the degree of damage to property or injuries to persons.
- c. Employees who have tested positive shall not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility and which test meets the requirements of this policy. An employee may be allowed a maximum of twelve (12) weeks; the employee may be suspended, demoted, or terminated. Until a negative "return to work" test is supplied, the employee will be on administrative

leave without pay. However, the employee may use accumulated sick leave, vacation leave, and compensatory leave during this period of time. An employee may request a “return to work” test no sooner than two (2) weeks from a positive test result, and subsequently every other week thereafter, until a negative “return to work” test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy shall be subject to disciplinary action.

- d. Employees entering into the EAP or other program, after testing positive for drugs and/or alcohol, shall be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in disciplinary action.
- e. Grievances arising from implementation and operation of this drug testing policy will be handled in accordance with provisions of this contract.

Section 30.17. Testing Procedures: When a drug or alcohol test is deemed appropriate under this policy, the employee’s supervisor shall transport or arrange for an employee to be transported to the City designated testing facility for testing.

- a. Employees must present a picture ID (Oklahoma Driver’s License or City of Shawnee ID, etc) or be accompanied by a supervisor who can provide identification as the employer representative to the testing personnel prior to testing and as required by HIDA procedure.
- b. The supervisor shall make a reasonable effort to ensure that the employee is safely transported to their place of residence after any drug or alcohol testing is completed under criteria of reasonable suspicion or post accident testing.

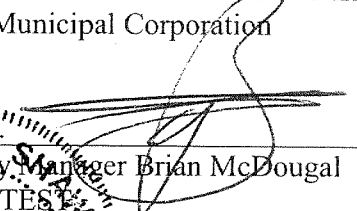
Section 30.18. Employee Assistance Program (EAP): The City shall maintain either an in-house or contractual “Employee Assistance Program.” The EAP provided by the City shall at a minimum provide drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation. Employees who voluntarily come forward admitting to alcohol or drug problems and who initiate EAP rehabilitation through the City’s program shall not be considered to have suffered a violation of this policy or be subject to discipline. However, those employees in safety sensitive positive positions may be assigned to non-safety sensitive positions until a verified negative drug or alcohol test can be obtained from an appropriate testing facility.

Section 30.19. Penalties and Remedies: Employees are hereby advised that there are certain criminal sanctions and civil remedies for violations of Oklahoma’s Standards for Workplace Drug and Alcohol Testing Act contained in 40 O.S. § 551 et. seq.

Section 30.20. Prohibitions: No employee shall report for duty within four (4) hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater and no supervisor shall permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee shall be on duty or operate a City vehicle or perform job duties while in possession of alcohol nor use alcohol during such duty time. Further, no employee shall report for duty, drive a City owned vehicle or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician and/or when the physician has advised an employee the substance will not adversely affect and employee's ability to drive a vehicle. No supervisor having knowledge that an employee has used a controlled substance shall permit an employee to be on duty or drive/operate any City vehicle.

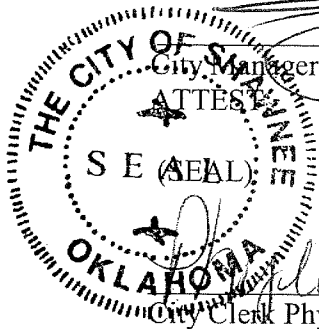
IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of September, 2010.

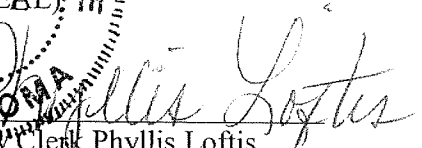
FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation



City Manager Brian McDougal

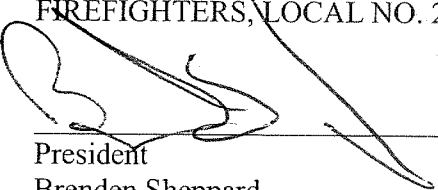
**Approved by the Board of City
Commissioners of the City of
Shawnee on September 20, 2010.**



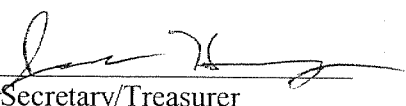


City Clerk Phyllis Loftis

FOR THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206



President
Brenden Sheppard
ATTEST:



Secretary/Treasurer

Joseph Henry

APPENDIX A
EFFECTIVE July 1, 2010

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	1	10.90	11.48	12.09	12.73	13.38	14.08
Lieutenant	11		13.59	14.30	15.05	15.84	16.63
Captain	21		16.25	17.13	18.00	18.97	20.00
Battalion Chief	31		18.00	18.93	19.93	20.97	22.07
Deputy Fire Marshall	21-D		23.93	25.21	26.52	27.91	29.43
Fire Marshal	31-D		26.48	27.85	29.34	30.87	32.49
Training Officer	31-D		26.48	27.85	29.34	30.87	32.49
Emergency Management Director	31-D		26.48	27.85	29.34	30.87	32.49

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 19th day of October, 2005, by and between the City of Shawnee and the International Association of Fire Fighters, Local 1628 in connection with the resolution of an issue which arose during the course of good faith bargaining for a collective bargaining agreement for FY 2005-2006.

1. The City and Local 1628 agree that the parties are governed by the provisions of the Oklahoma Fire and Police Arbitration Act, 11 O.S. §51-101 et seq., in connection with bargaining for a CBA.
2. Section 51-109 of the FPPA sets forth the factors that are to be considered by the Arbitrators in connection with a determination of which last best offer should be adopted as the proposed contract for a given fiscal year in the event that the parties are unable to reach an amicable resolution on a contract. Among other factors, Section 51-109 provides that the Arbitrators are to consider the wage rates and other monetary benefits of the City in comparison with the wage rates and monetary benefits of other cities of comparison size and status as well as cities in the local operating area.
3. In order to assist the parties in bargaining, the parties have agreed to utilize a "market approach" for the wage and monetary benefits comparisons set forth above. Specifically, the parties have agreed that the universe of cities to be used in the comparisons are: Altus, Ardmore, Bartlesville, Bethany, Del City, Duncan, Edmond, Midwest City, Muskogee, Nichols Hills, Norman, Ponca City, Stillwater, The Village, Warr Acres and Yukon. The parties acknowledge that they may mutually agree, in writing to amended, restrict or increase the universe of cities in the future.
4. Subsection 4 of Section 51-109 provides that a factor to be considered by the Arbitrators is "revenues available." The parties to this agreement understand that the fact that they have agreed to utilize a market approach does not mean that the City is required to immediately fund to a particular level and that implementation of the market approach in the future is subject to revenues available and the City's ability to pay.

Dated this 19th day of October, 2005


IAFF, Local 1628


City of Shawnee

WAGE CONVERSION WORKSHEET
Line Personnel - Day Personnel

- 365 days in a year X 24 hours in a day = 8760 hours a year
- 8760 hours / 3 shifts = An average of 2920 hours per shift (Green, Red, and Blue)

- Average 11.3 pay periods per shift per year @ 120 hours;
120 - 106 = 14 hours overtime x 11.33 pay periods = 158.62 hours overtime
- Average 3.3 pay periods per shift per year @ 144 hours;
144 - 106 = 38 hours overtime x 3.33 pay periods = 126.54
- 158.62 + 126.54 = 285.16 total average overtime per shift per year
- 285.16 / 2 = 142.58 add to annual hours @ straight time
- 2920 + 142.58 = 3062.58 total annual hours.

- 2080 annual day hours
- 3062 annual line hours

- 2080 / 3062 = .6793 conversion factor

CONVERSION FACTOR
.6793

Example:

Line personnel receive a \$0.40 / hour increase;
.40 / .6793 = .5888 or \$0.59 / hour increase for day personnel

Day personnel receive a \$1.10 / hour increase;
1.10 X .6793 = .75 or \$0.75 / hour increase for line personnel

