

FIRE SERVICES AGREEMENT

between the

CITY OF STILLWATER

and the

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL #2095**

CONTRACT YEAR

JULY 1, 2011 – JUNE 30, 2012

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to achieve and maintain positive relations between the parties and to provide for a proper and equitable adjustment of differences which may arise during the term of this Agreement. And further, to establish appropriate standards for compensation, hours of work and other terms and conditions of employment.

ARTICLE 2

AGREEMENT

This Agreement is entered into by and between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as City, Employer or Management, and Local 2095 International Association of Fire Fighters, AFL-CIO/CLC, hereinafter referred to as Union, Employees, Members or Bargaining Unit.

ARTICLE 3

PREAMBLE

Section 1. The employer and the Union recognize their responsibilities under federal, state and local laws relating to fair employment practices, and reaffirm their commitment to the moral and legal principles involved in the area of Civil Rights, including the Americans with Disabilities Act.

Section 2. The parties each agree that there shall be no discrimination because of race, creed, sex, color, disability, nationality or political beliefs. The City and the Union agree that the provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination.

Section 3. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives.

Section 4. The parties recognize that the interest of the community and the job security for the employees depend upon the Employer's success in establishing proper services to the community.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement. Management officials of the City retain the rights in accordance with applicable laws and regulations, but are not limited to the following:

- a. To manage and direct the employees of the Department of Fire Services;
- b. To hire, promote, transfer, schedule, assign, and retain employees in positions with the Department of Fire Services;
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just reasons;

- d. To relieve employees from duties because of lack of work, funds, or other legitimate reasons;
- e. To maintain the efficiency of the operations of the Department of Fire Services;
- f. To determine the structure, methods, means and personnel by which such operations are to be conducted;
- g. Organization of City Government;
- h. The number of employees to be employed by the Department of Fire Services;
- i. Internal security practices.

Section 2. This provision shall not preclude the right of the City Manager to make reasonable and fair changes in any unreasonable and unfair prior right, benefit or privilege, provided that the Union has ample time to progress through the grievance procedure.

Section 3. The City has the sole authority to determine the purpose and mission of the management responsibilities and the amount of the budget to be adopted by the City Commission. If in the sole discretion of the Mayor, it is determined that an emergency condition exists, including but not limited to riots, civil disorders, tornado conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency.

ARTICLE 5

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of this negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of this agreement.

ARTICLE 6

STRIKES

Section 1. Employees shall have no right to engage in any work stoppage, slowdown or strike.

Section 2. In the event of a violation of this article, the employee shall not have recourse to the grievance procedure. If the employee involved is held to have violated this article and his employment is terminated, or other discipline imposed, he shall have the right of review to the district court having jurisdiction of the parties within thirty (30) days from such decision, for determination whether such decision is supported by competent material and substantial evidence on the whole record.

ARTICLE 7

RECOGNITION AND DUES

Section 1. The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all full-time paid members of the Fire Services, excluding only the Fire Chief and, the Administrative Assistant. For the purpose of this Agreement, the position of Administrative Assistant shall be designated by the Employer.

Section 2. Members are required to complete an eighteen month probationary period upon being employed by the City.

Section 3. The City of Stillwater will allow members of the Bargaining Unit to have their individual dues to Local #2095 deducted from their pay check. Members wishing to participate in dues deduction must notify the Human Resources Department and have a signed permission form on file in the Human Resources Department.

Section 4. The City will pay the dues to the Oklahoma State Firefighter's Association (OSFA) for any member of the Bargaining Unit who wishes to belong to that organization. Any member deciding not to belong to the Oklahoma State Firefighters Association must notify the Fire Chief or their designee in writing their intent to not renew or join this organization. This request must be received by 1 January of the current contract year.

ARTICLE 8

UNION BUSINESS

Section 1. Local #2095 shall be permitted up to 300 hours of paid professional leave to conduct Union Business. If additional hours are needed, members may request annual leave be used while on professional leave. The employee must submit a written request for leave at least three (3) days prior to the event. In emergencies, the request may be in oral form and later confirmed in writing. There shall not be more than four (4) members per shift requesting professional leave for any one Union Business event. Members may request either a whole shift or a partial shift of professional Union leave. The request may not be granted if there is not sufficient manpower available in the regular shift to meet the minimum shift manning level. Neither the City of Stillwater nor the Fire Department shall be responsible for any expenses or liability incurred while members are attending Union Business activities. All union leave shall include the approval from the Union President or his designee at the time of the request. The 300 hours of professional leave shall be available from January 1 to December 31 of a calendar year, and any remaining balance shall not be carried forward.

Section 2. Members of the Union Negotiating Team shall be allowed time off for all meetings mutually set by the Employer and the Union. Time spent by members of the Union Negotiating Team shall not be included in calculations for determining overtime, however, members who are on duty during the hours of negotiation will be paid for those hours just as if they were on active duty at the station.

ARTICLE 9

INSURANCE BENEFITS

Section 1. The City of Stillwater shall provide life insurance and major medical coverage. The benefit levels in effect on July 1, of the contract year shall remain in effect until June 30, of the contract year to members of the bargaining unit. City shall provide two plan options, Plan A and Plan B. City shall fund health insurance premiums for both plans at 90% of base plan (Plan A) costs. Premiums for fiscal year 2012 are found at Appendix "C".

Section 2. The City of Stillwater will provide retiring employees under the age of 65 option of continuing with the group insurance plan that is available to general city employees until they reach the age of 65. If the retiree desires this option he/she will pay the current premium rate directly to the City. The payment shall be due on the 15th of each month preceding the month to be insured. A one month lapse in payment will be just cause for termination of insurance.

Section 3. The City of Stillwater provides Workers' Compensation insurance through a self-insurance plan. Members injured on the job are required to complete and return accident forms and comply with the physician's instructions while drawing Workers' Compensation. Payment of Workers' Compensation wages shall comply with instructions and laws issued by the State Workers' Compensation Court, rules of the Oklahoma Firefighters Pension and Retirement System and the City's Personnel Manual.

Section 4. The Human Resources Department shall work with the Training Officer and Assistant Chief to provide classes or personnel counseling when needed to deal with stress management and coping mechanisms. Scheduled classes shall be voluntary in nature. Scheduled individual counseling sessions shall be mandatory. If counseling sessions are to be needed for over two sessions, the member shall be consulted about the choice of counselor, location, time, etc. If, after the second visit, the counselor states that the stress is directly job related, then the City shall be responsible for the cost of the counseling. If the problem stems from some other cause such as drug or alcohol abuse or other factor, the member shall be responsible for treatment.

Section 5. The City will provide an Employee Assistance Program on the terms outlined in its contracts with the EAP provider. Members are eligible for that program as outlined in that contract. This benefit is limited to the terms and conditions of that contract between the City and the EAP provider, and should that contract terminate, this benefit will terminate.

Section 6. 125 Benefit Plan. The City will provide a product-driven 125 Benefit Plan under the rules and regulations promulgated by the IRS. The Plan will be offered only so long as there is no cost to the City and so long as it is acceptable under IRS rules the plan will be effective from January 1 to December 31.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. The Union or any member covered under this Agreement may file a grievance within fourteen (14) calendar days of said occurrence, as hereinafter defined, or receipt of written notice of change in benefit policy or practice, whichever occurs first, and shall be afforded the full protection of this Agreement. All time limits found within this Article must be strictly observed, unless there is a mutual agreement to extend or waive said time. Agreement to waive time limits may be verbal or written.

Section 2. The Union President, or his authorized representative, should report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Union or any member concerning the interpretation, enforcement or application of any provisions of this Agreement concerning any of the terms and conditions of employment contained in this Agreement shall be adjusted in the following manner:

- a. If the grievance concerns an individual member, the member involved will discuss his complaint with the immediate officer-in-charge. The Union President, or his alternate, may be present at said discussion if so requested by the member. The immediate officer-in-charge shall within seven (7) calendar days give his answer in writing to the employee involved, the Fire Chief and to the Union President or said grievance shall be deemed denied.
- b. If the grievance is not settled by the provisions of Section 3(a), it shall be submitted in writing to the Union Grievance Committee. Within fourteen (14) calendar days, the Union Grievance Committee shall determine

whether or not a grievance exists within the terms and conditions of this Agreement. In making this judgment, the concerned member, the Assistant Chief and the respective Battalion Chief must be given the opportunity to address the committee to explain why the action took place.

1. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
 2. If the Union Grievance Committee finds a grievance does exist, the procedures of Section 3.c shall apply.
- c. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment.
- d. The Fire Chief shall submit his answer in writing to the employee involved and to the Union Grievance Committee within ten (10) calendar days or the grievance shall be deemed denied. If the grievance is not resolved to the satisfaction of the employee, the employee may submit his grievance to the Director of Public Safety within seven (7) calendar days of the response by the Fire Chief.
- e. The Director of Public Safety shall submit his answer in writing to the employee involved and to the Union Grievance Committee within ten (10) calendar days or the grievance shall be deemed denied. If the grievance is not resolved to the satisfaction of the employee, the employee may submit his grievance to the City Manager within seven (7) calendar days of the response by the Director of Public Safety.
- e. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance in behalf of the Union, he shall go directly to Section 3(b).
- f. The City Manager shall submit an answer in writing to the Director of Public Safety and the President of the Union within ten (10) calendar days of his/her receipt of the grievance or the grievance shall be deemed denied. If the grievance has not been settled within that time, it may (with the consent of both parties) be submitted to mediation. If mediation is used, both parties may include those individuals they feel are needed to debate their respective cases. If no agreement can be reached, the matter shall be submitted to arbitration within 60 calendar days for adjustment as follows:
1. Either party, or jointly, the parties may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said list, the Employer and the Union shall select an arbitrator in the following manner. The moving party shall make the first strike from said list.
 2. The hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to him for determination.
 3. The arbitrator, at his option, may issue a written opinion or a bench decision.
 4. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement, or application of the provisions of this Agreement. It is understood by the parties to this Agreement that filing a grievance under this Article has as its last step, final and binding arbitration.
 5. The cost of the neutral arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, the party so requesting shall pay for it. The neutral arbitrator's cancellation costs will be shared equally.

- g. If at any step a written answer has not been provided within the prescribed time for response so that the grievance is deemed denied, the City shall provide a written reason for its denial within fourteen (14) days of a request for a written response, but such request will not delay the advancement of the grievance through the process.

Section 4. The parties agree that the good faith resolution of grievances depends upon accurate information regarding the basis for the grievance and the basis for the initial action or subsequent denial by the City. Accordingly, each party agrees that, upon request, at any stage of the grievance process up to the date of the arbitration hearing, it will make full disclosure of the facts and policies upon which it relies for its position regarding a grievance.

ARTICLE 11

CLOTHING AND PERSONAL SAFETY EQUIPMENT

Section 1. The Fire Chief or designee, shall establish the selection and use of articles of clothing, both daily wear and protective wear, used by the Stillwater Fire Department. The employer shall furnish and maintain all respiratory apparatus, gloves, helmets, boots, hoods, turnout coats and pants, wildland gear, personal alarm devices and pocket masks for all members. Firefighters are not permitted to use any protective equipment not issued or approved by the Fire Chief.

Section 2. In addition to the protective equipment listed above, the employer will provide new employees with the following uniform items:

Five pairs pants, two uniform shirts one of which shall be long-sleeve, one windbreaker, one winter coat, one black cap, six SFD tee shirts, two polo shirts, two sweatshirts, all required patches, badges, name tags and other insignia. Pants, long-sleeve uniform shirts and short-sleeve uniform shirts shall be 100% cotton or fire resistive material. Tee shirts and polo shirts shall be at least 90% cotton or fire resistive materials.

Section 3.

- (a) Clothing allowance –Members will receive a clothing allowance of \$600 per year to be used for uniform items. These items will include replacement of items listed in section 2, sweatshirts, polo shirts and other items on an approved fitness clothing and miscellaneous item list.

After completing 6 months of employment, probationary employees will be eligible for the clothing allowance beginning July 1 of the next fiscal year.

- (b) The City shall enter into an agreement with a clothing vendor that will be willing to provide the items listed on the uniform, fitness and miscellaneous list on a billing basis. For example: Firefighter Smith goes to ABC clothing vendor and purchases two pairs of pants and two long-sleeve shirts. With Firefighter Smith's signature, ABC clothing will bill the City of Stillwater for the items.

- (c) Each individual's clothing allowance balance will be maintained by the City of Stillwater.

- (d) Any remaining clothing allowance, up to \$100, will be carried forward and be added to the next year's clothing allowance of \$600. A maximum cap of \$700 will be allowed on each member's account. No employee shall be allowed to "cash out" the clothing allowance balance upon termination or retirement from service.

Section 4. Protective clothing and clothing suspected of containing Blood Borne Pathogens shall be brought to Station 1 for cleaning. The City is responsible for purchasing laundry supplies for each station and shall be responsible for the cost of the maintenance of the equipment. The washer and dryer units at each station are for the purpose of cleaning

and maintaining station clothing, sheets and towels. Clothing for use at the station may be purchased while on duty subject to the approval of the Chief or their designee.

Section 5. Employees who sustain damage to their uniform or have items stolen, while in performance of their duties as Stillwater Firefighters, which would warrant the replacement of the items, shall submit a written request to the Fire Chief for replacement of damaged items. Such damage shall have been caused by the performance of firefighter duties and shall not cover damages arising from normal wear or accidents caused by the employee's own negligence or carelessness. Upon receiving the written request for replacement and proof of damage, the Fire Chief or their designee shall submit a request for payment of the replacement cost for the damaged item and the items will be purchased. Replacement due to such damaged items will not be taken from the employee's clothing allowance account.

Section 6. The clothing and personal safety items listed in this article are City property and are only to be used for City business. The Stillwater Fire Department official logo will only be used on official Stillwater Fire Department approved items.

A Battalion Chief, or his designee, shall conduct an annual inventory of clothing and personal safety items between June 1 and June 20.

Section 7. Uniform shirts or polo shirts will be worn while teaching outside departmental classes, conducting inspections or for public appearances such as football or safety fair stand bys. SFD tee shirts, sweatshirts, uniform shirts or polo shirts can be worn in or out of the station except as listed above.

Section 8. The City shall provide a laundry service for the Administrative staff at no cost to the employees.

Section 9. The City will provide and maintain uniforms for the SFD Honor Guard on an as needed basis as determined by the Fire Chief or designee.

After five years of active service with the Honor Guard, the Honor Guard member shall be able to retain his/her badge.

ARTICLE 12

MEDICAL TESTING

Section 1. In recognition of the necessity for members of the Bargaining Unit to maintain a constant vigil on their medical condition, the City will provide assistance in securing a quality medical exam for each member not tested last year (not to exceed 50% of the membership). The members wishing to participate in the program shall undergo a physical examination containing the following basic tests:

- a. History and Physical, Exercise Tolerate Test, Chest X-Rays (PA and Lateral if the PA indicates a need), Urinalysis, Hemocult, Chem 20, Spirometry Screen, Pure Tone Hearing Screen.
- b. Participation in this program shall be voluntary. Participation shall be limited to no more than 50% of the membership this contract year;
- c. The City shall furnish up to \$400 for participating member's medical exam. The member may bring the bill to the Chief's office for payment. Payment may be made directly to the physician or the member may be reimbursed. In no case will the City pay more than the \$400.
- d. Participating members shall choose the examining physician and shall schedule the appointment. Appointments shall not be scheduled during on-duty hours.
- e. The City will require participating members to submit a copy of the medical exam results to the Fire Chief's office. This copy shall be placed in the member's personnel file.

- f. The City will not be responsible for payment for any follow-up tests or treatments resulting from the exam except as identified in current state statutes.
- g. Because of the need to process claims before the end of the contract year, participating members are required to complete the physical examination before November 1, of the contract year. Qualified members should notify the Union President before September 1, of the contract year if they are not going to participate in order to allow those who missed the opportunity in the previous contract year to participate.

Section 2. For those individuals who choose to participate in the Fire Department’s official Physical Fitness Program, the following shall apply:

- a. The physical examination given by a facility mutually agreed upon by the Fire Chief and Union shall contain the following fitness assessment in addition to items included in the standard medical examination:
 - (1) strength
 - (2) body composition
 - (3) flexibility
 - (4) computerized health risk assessment
 - (5) post exam briefing/counseling session (individualized exercise prescription).
- b. Members participating in the fitness program will be required to take the fitness program’s medical examination. Payment for the fitness program’s medical examination will be limited to no more than 50% of the members this contract year.
- c. Members not participating in the fitness program will only be eligible for the Standard Medical Examination (Article 12, Section 1).
- d. The City shall pay the full cost of this examination. The City will not be responsible for payment for any follow-up tests or treatments resulting from the exam except as identified in current state statutes.
- e. The Physical Fitness Program will be administered by the designated Physical Fitness Instructors.

ARTICLE 13

CERTIFICATION/SPECIAL DUTY PAY

Section 1. Members of the Bargaining Unit shall receive \$100.00 per month in addition to the regular rate of pay upon issuance of the Oklahoma State Department of Health (OSDH) Emergency Medical Technical License. The Employer shall pay the State Department of Health license fees and the National Registry fees and shall pay expenses incurred in training the member.

Section 2. Incentives - Advanced Life Support

- a. Upon licensing by the OSDH at the EMT-Intermediate level, eligible members of the bargaining unit shall receive \$225 per month in addition to the regular rate of pay. Those designated at the EMT-Intermediate Level shall not be eligible for the \$100 EMT Basic Incentive.
- b. Members of the bargaining unit shall receive \$450.00 per month in addition to the regular rate of pay, upon licensing by the OSDH at the Paramedic Level EMT. Those designated at the EMT-Paramedic Level shall not be eligible for the \$100 EMT Basic Incentive or the \$225.00 EMT Intermediate Incentive.
- c. Up to 24 positions are allowed for OSDH licensed EMT-Paramedics.

Section 3. EMS Instructors - The Chief shall designate no more than six (6) members as EMS instructors. These members shall be appointed by the Chief on the basis of proper instructorship certification, performance and seniority. The members assigned as instructors shall receive an assignment wage of \$75 per month for instructor status. If a member should no longer be designated as an instructor, the monthly wage shall cease on the last day of the month assigned. Assignments shall be evaluated each year or more often if performance or assigned duties demand. All future Lt. Medical officers are not eligible for this EMS instructor incentive pay.

Section 4. Fire Instructors

- a. The Chief shall designate no more than six (6) members as fire instructors. These members shall be appointed by the Chief on the basis of proper instructorship certification, performance and seniority. The members assigned as instructors shall receive an assignment wage of \$75 per month for instructor status. If a member should no longer be designated as an instructor, the monthly wage shall cease on the last day of the month assigned. Assignments shall be evaluated each year or more often if performance or assigned duties demand.
- b. All uniform members of the Fire Service are eligible for fire instructorship except those individuals holding a position above Captain.

Section 5. Members on the Hazardous Materials and Special Operations Response teams will receive compensation of \$50 per month per team membership. Team leaders will be appointed and receive an additional \$25 per month for coordinating training and team activities. These team leaders will be appointed by the Fire Chief based on proper certification, seniority and performance. The Chief will decide how the teams will be organized, how members will be chosen, the number of members needed, as well as the certifications required, and how the teams will fit into the organizational structure of the Fire Department. Assignments will be evaluated each year or more often if performance or assigned duties demand. The Fire Chief can assign instructors as necessary using the same process and compensation as fire instructors.

Section 6. SWAT Team. Fire medics who are members of the Police Department SWAT team will receive compensation of \$50 per month. They may be removed from this position at the request of the Chief of Police or the Fire Chief.

Section 7. Physical Fitness Instructors

- a. Six members shall be appointed by the Chief on the basis of proper instructorship certification, performance and seniority as fitness instructors with one of these members appointed as coordinator. If a member should no longer be designated as an instructor, the monthly wage shall cease on the last day of the month assigned. Assignments shall be evaluated each year or more often if performance or assigned duties demand.
- b. The five instructors shall receive an assignment wage of \$75 per month and the coordinator will receive an assignment wage of \$100 per month.

All uniformed members of the Fire Service are eligible for instructorship except those individuals above the rank of Captain.

Section 8. Members who do not or cannot maintain the minimum level of proficiency or training required for a certification or special duty as determined by the Fire Chief shall be subject to removal from the position and loss of certification pay.

Section 9. The Fire Chief may remove the team membership or instructor position from a member for any attendance, performance, or certification problem.

ARTICLE 14

WAGES/HOURS

Section 1. Members of the Bargaining Unit shall be classified as follows:

Firefighter I	Deputy Fire Marshal
Firefighter II	Battalion Chief
Lieutenant	Chief of Training
Lieutenant Medical Officer	Fire Marshal
Medical Officer	Assistant Chief
Captain	

A minimum separation will exist between the positions as follows:

<u>Top Step</u>	<u>Step "A"</u>	<u>Minimum Separation</u>
Fire Fighter II	Lieutenant/Lieutenant Medical Officer	5%
Lieutenant/Lieutenant Medical Officer	Captain /Deputy Fire Marshall/Medical Officer	5%
Captain/Deputy Fire Marshall/Medical Officer	Battalion Chief/Chief of Training	5%
Battalion Chief/Chief of Training	Assistant Chief	5%

The salary scale and individual placement is listed in Appendix A of this contract.

A market survey will be conducted with data collected from Oklahoma cities, which are five above and five below Stillwater's population, unless otherwise negotiated.

The maximum salary for the position of Firefighter II, or the comparable position of "Driver", in each of the surveyed cities will be averaged. If this "maximum average" is above the salary for the top step for Firefighter II in the City of Stillwater pay scale, the pay scale will be adjusted equal to the percentage the "maximum average" exceeds the top step for Firefighter II, rounded to the nearest one-tenth of one percent (0.1%).

Section 2: Step movement is based on performance criteria as identified in the performance and planning review sheets for individual ranks currently in use. If an overall performance rating of average or higher is achieved, a step increase will be recommended. Performance review eligibility will be six (6) months after initial hire date and annually thereafter. The Fire Chief has the authority to recommend an additional step increase in the event of special circumstances or achievement. All performance and planning review sheets for the rank of Captain and below must be reviewed and endorsed by the shift BC and the Chief of Operations. Each level of command may add comments as they see fit.

Section 3. Hours Worked, Base Rate, Overtime Adjustment

- a. The City of Stillwater declares the use of Section 7 (K) of the Fair Labor Standards Act in order to set the work period for members. The work period shall be 28 days in length and will correspond with regular pay periods of the City. Each work period shall consist of 212 hours as allowed by FLSA. The base rate pay shall be computed by dividing the member's annual gross base salary by 2912.
- b. Members shall receive a three percent (3%) overtime adjustment for hours scheduled above the 212 per work period. The overtime adjustment shall be computed by multiplying the member's hourly wage times 2912 hours (the number of hours normally scheduled for the year). That sum shall then be multiplied by 3%. This total shall be divided by 26 and included in the normal pay check of each member. The overtime adjustment shall be updated if the member receives a merit step increase or a promotion. This overtime adjustment applies only to those overtime hours scheduled as a result of FLSA regulations.
- c. Assistant Chiefs – There shall be one (1).
- d. Fire Marshall - There shall be one (1).
- e. Chief of Training – There shall be one (1).

- f. Deputy Fire Marshall - There shall be one (1).
- g. Battalion Chiefs – A Battalion Chief shall be assigned to each shift. The total number shall be three (3).
- h. Captains - Each shift shall have a Captain assigned to each station. The number shall be 15.
- i. Lieutenants – Each shift shall have a Lieutenant assigned to each station. The number shall be 12.
- j. Medical Officer – There shall be a Medical Officer position assigned to each shift. The number shall be three (3).
- k. Lieutenant Medical Officer - There shall be a Lieutenant Medical Officer assigned to each shift. The number shall be three (3).
- l. Hours of Operation/Shift Hours – All fire stations are manned 24 hours a day, 7 days a week.

Shift personnel will follow the following schedule as much as possible. This will result in approximately 62 hours per week of scheduled activities. Company officers may adjust the schedule as needed.

7am to 8am (every day) Equipment checks and company planning or training.

8am to 9:30am (every day) Physical Fitness Training. Members not participating in fitness activities will perform other tasks as assigned by the company officer.

Between 5pm and 7am (approximately 1 hour every day) Daily station cleaning will be conducted.

9:30am-5pm (week days) Scheduled work assignments such as training, inspections, equipment maintenance, etc

Six (two per shift) “night drill” company evolutions will be done annually as required by NFPA 1410. These will be done after dark between the hours of 5pm and 7am.

Up to six (two per shift) times per year, members may be required to attend shift training activities on weekends if scheduling does not permit the training to be accomplished during normal weekday hours.

(1) Firefighter I, Firefighter II, Lieutenant, Lieutenant Medical Officer, Medical Officer, Captain, and Battalion Chief all work 24 hours shifts with 24 hours on duty followed by 48 hours off duty on a continuous schedule. All of the positions listed above are classified as “non-exempt” and, as such, are paid overtime according to applicable provisions of the Fair Labor Standards Act (FLSA) as described in 14(b).

(2) The Chief of Training, Fire Marshal and Deputy Fire Marshal shall normally work an 8 hour day, 5 days a week, Monday through Friday unless mutually agreed upon between the employee and the Fire Chief. The positions of Chief of Training, Deputy Fire Marshal and Fire Marshal are classified as “non-exempt” and, as such, are paid overtime according to applicable provisions of the Fair Labor Standards Act (FLSA) as described in 14.b.

(3) The position of Assistant Chief, which is a part of the bargaining unit, is classified as “exempt” based on all applicable provisions of the FLSA. The individuals in this position normally work an 8 hour day, 5 days a week, Monday through Friday. This schedule may vary as needed, based on the needs of the position and the department.

Section 4. The effective date for all salary increases or any other pay rate change shall be the first day of a bi-weekly pay period.

Section 5. All employees shall be paid bi-weekly, every other Wednesday. If a holiday falls on Wednesday, then employees will be paid the day before. Checks shall be distributed at Fire Department Headquarters. Change of shift will occur at 7 a.m. for 24-hour personnel.

Section 6. Direct Payroll Deposit is available to City employees. The procedure for initiating direct deposit is available in the Human Resources Department.

Section 7. COMPENSATORY TIME.

- a. All members of the bargaining unit may be paid for overtime worked in the form of compensatory time at their choosing. Off duty team participation will be compensated through the accrual of compensatory time, based on the applicable requirements of the Fair Labor Standards Act and the following provisions:
- b. A cap of 96 hours will be placed on the number of hours that can be accrued by an individual employee at any one time.
- c. Compensatory Time may be taken off in accordance with the current Annual Leave provisions.
- d. Accrued Compensatory Time may be taken off in 4-hour increments or more.

Section 8. Savings Plan. The City will offer to all members of the bargaining unit, a deferred compensation plan through the IAFF Financial Corporation called the Frontline deferred compensation plan at no cost to the member or the Local.

Section 9. The City of Stillwater and the Union mutually agree to no cost of living adjustment for the contract year 2011-2012.

ARTICLE 15

CALL-BACK

Section 1. The Fire Chief shall establish two voluntary stand-by lists to be used whenever additional members are needed. One list will be a “24 hour” list for the purpose of 24 hour call-back only and the other, a list for call-back of less than 24 hours. These lists shall be composed of all members of the fire department from the rank of Battalion Chief and below to be used for all call back situations. The list shall be arranged based on seniority (uninterrupted time in service) with the most senior person listed first and least senior person last. As new employees are hired and released for emergency response duties, their name shall be entered at the bottom of the list according to their seniority. Each shift will have its own lists comprised of only off duty personnel from the other two shifts. Example: “A” Shift lists will be comprised of personnel from B and C shifts.

- a. 24-hour call back list rotation: Once an individual receives a 24-hour call-in, their name will be marked off the list with time and date of occurrence and they will not be eligible for a second 24-hour call-in until everyone on the 24-hour list has had an opportunity to receive one. Exception: if no one calls in that has not had a 24-hour call-in, then this individual can receive a second 24-hour call-in and will be marked off on the next page of the list. This list is set up so that an individual is not skipped if they don’t take a call-in. Example- Stanton is first on the list and does not take the call-in and Williams takes it. The next time a 24-hour call-in is needed on this shift, Stanton will still be at the top of the list and will be eligible.
- b. The 24-hour list will reset on July 1 every year. All “banked” 24-hour call-in shifts will be nullified, and all personnel will be eligible for 24-hour call-back per guidelines set forth in this article.
- c. Members new to the 24 call back list will be placed on the last page of the list where over half of the page is used. When changing shifts, a member will go on the list with the same amount of 24 hour call ins the member has taken on previous shift assigned.

Section 2. The lists created by section 1 of this article will be used when call back is needed. Personnel will be paged from headquarters fire station, unless it is unmanned due to staffing shortage and in this event, paging will take place from Central Dispatch. Personnel that are on duty at the time of the page, are not eligible for call back unless the call back begins after their shift is over. If two consecutive call-ins are needed, the officer will combine them into one block of time, (i.e., a first 14 and a last 10 would be one 24 hour call-in) and that call-back will be announced according to the appropriate list.

- a. The paged members will have ten (10) minutes from the time of the page to respond by phone if they want the call in. Effort will be made to contact members on shift duty if the call-back begins after their regular shift hours end.
- b. After the ten (10) minute period has ended, the highest member or members that responded shall be paged or contacted if on duty and the nature of their call back given. (i.e., Hiner and Bruce, report to headquarters for an ambulance transfer or Nichols, report to headquarters for the first four at 1800.)
- c. Once the call-in has been filled, the next call-in will begin immediately after the member that took the last call-in, with the next eligible member (member who is not already committed to work call in for the shift being paged for). In the event that after the 10-minute period has ended, and no eligible members have called in, all members on the call-in list will be eligible.
- d. EXCEPTIONS - Call-back shall be used to fill the "basic minimum requirements" of each station. Basic minimum requirements are defined as one officer, one driver and one ALS, or combination thereof, for Station #3 and #4. Basic minimum requirements for Stations #1 and #2 are one officer, two drivers and one ALS personnel or combination thereof. The Battalion Chiefs have the latitude of deciding how personnel will be deployed in the event certain needed positions are not met with the use of the call-back lists. In the event a specific position needs to be filled for a call-back slot, (i.e., EMT-I, or Officer) these positions shall be filled based on the first person on the list meeting the requirements of the call-back. If the position can not be filled, the on duty Battalion Chief can reopen the call-back again beginning with the original starting person and fill the position if it will allow him/her to cover the call with the on duty personnel. Once this position is filled, the next person on the list will be the first person on the next call-in. If the need for an officer is required, the list will start with the first Officer (Battalion Chief, Captain, Lieutenant) on the list immediately following the last member to take call-in. When the officer position is filled, the list would begin immediately with the next member after the officer that took the last call-in.
- e. When an emergency exists (an emergency is defined as a situation where no more than one 3 person engine company is available to answer additional calls or if the a Chief officer feels the present situation could escalate to a disaster level) and in the opinion of the Chief Officer, response time is of the greatest importance, the City reserves the right to call back the first persons who respond or by an all call. When the emergency ceases, the voluntary call back will revert to the rotation order which existed before the emergency.

Section 3. When making call back, the officer making the call shall immediately inform the member if the call is on an emergency basis (as defined in Section 2 (e) above). The officer making the call is under no obligation to explain or debate the nature of the emergency. The member is obligated to respond to an emergency situation. Members responding to an emergency situation shall be expected to arrive at the station as quickly as legally possible. Failure to respond without proper reason may result in disciplinary action. All refusals to respond to emergency call-back will be questioned. If the call-back is not an emergency call, the member is under no obligation to respond. In that case, the officer making the call shall go to the next member.

Section 4. There are certain special events that we must plan in advance to guarantee having sufficient manpower. Examples of such are (but not limited to):

- Entry Exams
- Public Education Activities (such as Payne Co. Fair)
- Special circumstances (July 4th, Orange Peel, etc.)

The intent/purpose of this procedure is to maintain a specified number of personnel for a specific event, for a specified amount of time. It is not intended to have any bearing on routine staffing. It will be at the discretion of the Fire Chief or Assistant Chiefs to identify which events are applicable.

The procedure for special event call-back will be as follows:

- a. A sign-up list will be posted at all fire stations stating the event and the times needed. This posting will also state a deadline for signing up. A final list will be posted with the names of the personnel scheduled for this call-back.
- b. If more than the necessary number of personnel sign up, names will be drawn to fill the slots. The remainder of names will be placed on an alternate's list.

Section 5. The employee will receive one and one-half times his regular rate as defined by FLSA (based upon a 53 hour work week) while on actual call with a minimum of two (2) hours being paid. Actual call will be defined as the time the employee makes a positive response to a call and until he is discharged by the officer in charge. The actual call-back will be paid on the pay check covering the pay period in which the call-back occurred.

Section 6. All members of the Bargaining Unit shall be considered on-call for major fires or other disaster situations. In the event of a major fire or other disaster situation, the officer in charge may institute a mandatory all-call. The all-call shall begin with the previous shift and continue through the shifts and then to those on annual leave. Members are expected to respond to the station within a 20 minute time period. Failure to respond, without good cause, shall be grounds for disciplinary action. Members responding to all-call shall be paid guaranteed overtime with a two hour minimum at 1-1/2 times the regular rate as defined by FLSA.

Section 8. Residency requirement

Employees hired by the City after July 1, 2007 will be required to establish residency within 6 months after successful completion of their probationary period within the delineated area shown in Appendix "B" that approximates a 20-25 minute response time to the nearest fire station. However, the Chief shall have the discretion to extend the time period to establish residence upon good cause shown.

ARTICLE 16

WORKING OUT OF CLASSIFICATION

Section 1. Members officially assigned to work in a higher supervisory capacity and performing the duties for a higher level supervisory classification are entitled to compensation of ten percent (10%) until such time as the employee's regular permanent duties are assumed.

Section 2. Positions qualified for out-of-class pay are Firefighter I as a Firefighter II, Firefighter II as a Captain, EMT-Intermediate or Paramedic as Medical Officer, Captain as a Battalion Chief, and Battalion Chief as Assistant Chief.

Section 3. The Fire Department Medical Officer may be transferred into Fire Operations for a period of time not to exceed 4 months at the discretion of the Fire Chief. In a situation of a temporary transfer involving a Medical Officer, the Lt. Medical Officer will assume the duties for a Medical Officer. For EMT/Paramedics filling in for Lt. Medical Officers, their pay will be adjusted to the Lt. Medical Officer "A" Step or receive the 10% out of classification pay whichever is higher.

Section 4. Long Term Out of Class Pay – In a situation where a Lieutenant or Lieutenant Medical Officer is working out of classification for over 5 consecutive shifts, they will begin receiving the "A" Step for that position or 10% out of class pay, whichever is higher beginning with the 6th shift.

ARTICLE 17

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 2. All time limits found within this Agreement must be strictly observed, unless there is a mutual agreement to extend or waive said time.

ARTICLE 18

REDUCTION IN FORCE

Section 1. In the event that a reduction in force becomes necessary due to unanticipated budget short falls, lay off shall be by last hired, first laid off. When these positions are to be reopened, the terminated employees will have first priority for the positions on the basis of seniority.

Section 2. No new employee shall be hired until the employee or employees laid off and the Union have been notified by certified mail and the employee given a forty-eight (48) hour period after receipt of notice to notify the Employer of his intentions. The employee shall report for duty on the Stillwater Fire Department within twenty (20) days after receipt of said notice. Employees not returning to work within 20 days will have been considered as resigned and the records shall be so annotated.

Section 3. When two (2) or more employees have the same seniority date, the employee with the highest assigned dash letter (with "A" being the highest) will be deemed to have the most seniority for all purposes. At the time of hiring, letters in alphabetical sequence will be assigned to new employees in the order in which they were originally offered employment.

Section 4. It is the responsibility of any employee who has been laid off to keep the Personnel Department advised of his current mailing address.

ARTICLE 19

LIGHT DUTY

Section 1. Members who are prevented by personal injury, surgery, etc., from being able to perform the duties required by their position description shall have the right to be placed on Light Duty after complying with all the following conditions:

- a. No more than two (2) members per shift can be on Light Duty status. Employees on Light Duty will reduce the openings on annual leave scheduling on a 1 to 1 ratio. Employees who have annual leave scheduled in advance will not have it canceled. (It is recognized these are the same conditions that would apply should the employee on Light Duty be on sick leave.)
- b. Light Duty will not be allowed for more than 3 calendar months.
- c. A statement is provided from the attending physician as to the risk of placing the member on Light Duty. Attending physician must give release for light duty and probable time for returning to full duty.
- d. Member must request light duty at least 48 hours before the member's next regularly scheduled shift.

Section 2. If a member is allowed Light Duty:

- a. Members may be assigned to other divisions of the Fire Department.
- b. Members may be required to work a different shift than the one normally assigned.
- c. Members will be assigned to Headquarters Station and all duties will be assigned by the Chief's Office.
- d. Members may be required to work a forty-hour week. Consideration will be given to other obligations of the member and the Fire Department.
- e. If a member is assigned Light Duty and his Light Duty assignment or hours are changed, the member shall be given a 24 hour notice and shall be allowed to end Light Duty and go on sick leave, annual leave, or no pay (if the member has no sick or annual leave) rather than change his assignment or hours. Members must give a 24 hour notice of the intent to end Light Duty assignments and begin sick or annual leave.

Section 3. In all cases it will be the responsibility of the Fire Chief to document that the above conditions are met and to inform the member and the Human Resources Department of the member's placement or denial of Light Duty.

ARTICLE 20

ANNUAL LEAVE

Section 1. Vacations are an important aspect of the employment relationship. They provide a necessary "change of pace" to an employee and allow needed time for relaxation and recreation.

Section 2. Members shall begin accruing annual leave beginning with the first month of employment. Annual vacation leave shall be accrued on a monthly basis and increases in accrual will occur after the employee has completed five (5) years, ten (10) years, fifteen (15) years, and twenty (20) years of service.

- a. New employees shall not be allowed to take annual vacation leave until they have satisfactorily completed six (6) months service.

- b. The following chart indicates the amount of vacation time that accrues for members who work a 56 hour week schedule. The “Monthly Accrual” and “Yearly Total” includes the annual “personal time” of 24 hours.

YEARS OF SERVICE	MONTHLY ACCRUAL	YEARLY TOTAL	MAXIMUM CARRY OVER
0 - 4	19.84	238.08	270.00 HOURS
5 - 9	21.68	260.16	292.08 HOURS
10 - 14	24.52	294.24	326.16 HOURS
15 - 19	26.83	321.96	353.88 HOURS
20 - Over	29.17	350.04	381.96 HOURS

- c. The following chart indicates the amount of vacation time that accrues for members who work a 40 hour week schedule. The “Monthly Accrual” and “Yearly Total” includes the annual “personal time” of 16 hours.

YEARS OF SERVICE	MONTHLY ACCRUAL	YEARLY TOTAL	MAXIMUM CARRY OVER
0 - 4	13.04	160.04	184.08 HOURS
5 - 9	14.69	176.24	200.20 HOURS
10 - 14	16.68	200.12	224.12 HOURS
15 - 19	18.65	223.76	256.01 HOURS
20 - Over	20.02	240.20	264.16 HOURS

- d. If a member of the bargaining unit moves from a 56 hour position to a 40 hour position, additional time will be allowed to use vacation in order to reduce the maximum number of hours eligible for carry over. One (1) year will be allowed unless otherwise approved by the Fire Chief and the Human Resources Director.

Section 3. All vacations shall be approved by the Shift Command Officer before they can be taken. All Battalion Chief vacations shall be approved by the Assistant Chief

- a. All scheduled vacations may be canceled in case of an emergency by authority of Chief Officers.
- b. Vacations will be scheduled by seniority from December 1 through December 15, for vacation up to January 3 of the next year. The final seniority vacation schedule will be completed by December 31 and provided to members. All members will be offered a minimum of one (1) three shift vacation through the summer months (June, July and August). Members may schedule up ton one (1) five shift vacation at any time provided such scheduling does not preclude any members’ opportunity to take at least one (1) three shift vacation through the summer months. Vacation of less than 24 hours may not be scheduled by seniority. The following method will be used in scheduling summary and holiday vacations:
1. A maximum of four vacation slots per shift will be utilized unless previously occupied by more than two persons on extended absences (pension leave, injury leave, light duty, or suspensions.) Example: Third person off would block one slot. Fourth person off would block the second slot, etc.
 2. Each member will submit three choices listed in the order they prefer to take a holiday period and a three to five consecutive shift summer vacation (June, July, August). This time will be scheduled by seniority beginning with the most senior member and moving in a descending order.
 - a. The first choice listed will be granted unless taken by a senior member; thereby
 - b. The second choice will be granted unless taken by a more senior member; thereby
 - c. The third choice will be granted unless taken by a more senior member.
 - d. Holiday scheduling will be completed first before summer vacation scheduling.

3. Once a holiday or summer vacation has been scheduled, all other requests for additional holiday or summer vacation will be denied until the Shift Commander or Assistant Chief has moved through the entire list of shift personnel. At this time, open dates can be scheduled by seniority.
 4. The Shift Commander or Assistant Chief shall contact the affected member and inform the member that all choices were taken. The Shift Commander or Assistant Chief and the affected member will determine an alternative vacation choice before proceeding to the next member. If, at anytime in the process, the proposed schedule would preclude any member's opportunity to take at least one (1) three shift vacation through the summer months, the next least senior member to have scheduled more than on (1) three shift vacation during the summer months will be required to cancel vacation days until the least senior member has the opportunity to schedule one (1) three shift vacation during the summer months or his own vacation schedule is reduced to the minimum and so on until all members have the opportunity to take a three shift vacation during the summer months.
 5. Once the holiday, summer, and other senior vacation list has been completed, the Training Officer may block a maximum of two slots per shift, not to exceed twenty shifts per platoon per calendar year, for training. Training days must be scheduled no later than January 17th each year. Upon knowing of a cancellation of a training class, the Training Officer will release the affected vacation spots within forty-eight (48) hours.
 6. All other vacation spots will be scheduled on a first request basis starting after January 17th.
- c. No member shall schedule by seniority more than one holiday season vacation period without special approval. Holidays are considered to be the day before the holiday, the day of the holiday, and the day after the holiday, Example: The Christmas holiday will be December 24th, 25th, and 26th. Vacation taken on any of these days will constitute a holiday.
 - d. A maximum of four members from each shift may be scheduled for vacation or compensatory time (in any combination) at one time. Any exceptions to this standard shall be authorized by the Fire Chief. These members can be from each station or any one station.
 - e. Vacations may be scheduled in segments of four or more hours with the approval of a Chief Officer.
 - f. Short time vacations (between 7 a.m. and 5 p.m., Monday through Friday) will be limited to 5 per year.
 - g. In the event any member is denied a request for vacation during the calendar year and faces the possibility of losing accumulated vacation time at the end of the calendar year because of the denial, the vacation hours will be carried over to the first three months of the next calendar year.
 - h. Vacation cancellation – Annual leave must be cancelled prior to 3:00 p.m. the previous shift or must be taken by the member, regardless if it is for the entire shift or a partial shift (example: to cancel annual leave for the shift of the 15th, a member must cancel by 3:00 p.m. on the shift of the 12th). The purpose of doing so is to allow the shift commander adequate time to assign personnel for the next shift as well as provide other members a deadline to inquire if pending annual leave is approved. All annual leave, including cancellations, must have advanced approvals by the Shift Commander or Assistant Chief. If annual leave is not available, a member may request annual leave and be “penciled in” with a question mark and/or the number in the order in which they requested it in the vacation book (example: the first person to request annual leave will have a “1” or “1?” placed in the vacation book corresponding to their name, the second person requesting annual leave will have a “2” or “2?”, etc.) It will be the responsibility of all members with pending annual leave to contact the Shift Commander or Assistant Chief on the previous shift of requested annual leave to verify if annual leave has been approved. If the Shift Commander or Assistant Chief is not contacted by 3:00 p.m., pending annual leave will not be approved and will be made available to the next member requesting annual leave. If a member's annual leave is approved and accepted after the deadline, it cannot be cancelled.

Section 4. The purpose of the leave sharing program is to permit members to donate annual leave to a fellow member who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause this member to take leave without pay.

Shared leave shall be granted subject to the following:

- a. The receiving member has exhausted, or will exhaust, all annual leave and sick leave due to the "extraordinary" or "severe" condition.
- b. The donating member may donate any amount of annual leave, providing the donation does not cause the annual leave balance of the donating member to fall below eighty (80) hours.
- c. The receiving member may use up to a maximum of two hundred forty (240) hours of shared leave during a twelve (12) month period. A twelve (12) month period includes the past eleven (11) months plus the current month.
- d. Any shared leave not used by the recipient shall be returned to the donor. Unused shared leave will be divided equally among the donors.
- e. The receiving member will not accrue annual leave or sick leave while on donated leave time.
- f. All donated leave must be given voluntarily. Only annual leave can be donated.

Section 5. All accrued, unused vacation time will be paid in a lump sum payment upon termination of employment.

Section 6. For the purpose of scheduling vacation time the City observes the following holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25 th

ARTICLE 21

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of July 1, 2011, and shall remain in full force and effect until midnight, June 30, 2012.

ARTICLE 22

COOPERATION

Section 1. City and Union representatives agree to meet and confer on grievances or employee problems pursuant to state law and to facilitate efficient, effective, cooperative and harmonious operations of the Department of Fire Services. No discussions during the Labor/Management Team meetings are to be construed as formal negotiation.

Section 2. A Labor/Management Committee will be established and meet each month to discuss problems arising out of the implementation, or interpretation, or specific contract items. The Committee will be comprised of the Fire Chief, Asst. Chiefs, and Union representatives (as designated by the Union President).

Section 3. Pilot Programs. In order to allow for the development of new programs and procedures, the City and Union recognize the value in conducting Pilot Programs. Pilot programs conducted by mutual consent, may alter the provisions of this contract for a specified period of time. Pilot programs will be clearly identified as such, have a stated "start" and "ending" date, and have the approval of the Union President, Fire Chief, and City Manager (or his designee). Pilot Programs are conducted by mutual consent and may be terminated at any time during the trial period by either side. Any and all results of the pilot program will be shared among all parties and evaluated for effectiveness. Pilot programs deemed successful by both the City and Union may become a permanent program and alter the provisions within this contract with approval of the Union and the City. No discussion, program, or procedure initiated as a result of this process will be construed as a "past practice," during the start and end dates of the pilot program process.

ARTICLE 23

PROBATIONARY PERIOD

Section 1. New Hires

- a. Once hired, each candidate is placed into an initial probationary status for up to 18 months. Preliminary placement will be in a training status identified as Fire Recruit. This training status is maintained until the recruit has completed 6 months employment. The recruit is familiarized with the workings of the department, expectations of the fire administration and can include intense skills development training developed or identified by the Stillwater Fire Department that involves fire and medical response and operational training.
- b. Upon successful completion of recruit training not to exceed 6 months, as determined by the Fire Chief, the firefighter is reclassified as a Firefighter I candidate. The firefighter will be moved from their initial pay step to the next pay step and will be assigned to a fire company for continuing education and on-the-job training. The firefighter is provided a copy of the Stillwater Fire Department Training Program, developed by the administration, which must be successfully completed within 12 months. During this time, the firefighter candidate continues to be in a probationary status.
- c. The total entry process is culminated by successful completion of the Stillwater Fire Department Training Program, a satisfactory "Probationary Rating Report", and probationary examination which includes:
 - A written examination comprised of the departments operating procedures, medical protocols, and Operations Manual.
 - A practical skills performance test.
 - And a street test developed by the department.

Testing will be scheduled prior to completion of the initial 18 month probationary period. A passing grade for the probationary examination is 80% or higher. Firefighters who fail any part of the probationary examination must retake that component and receive a passing grade. The probationary period will automatically extend 3 months to give the probationary employee a second opportunity to

pass the failed section of probationary testing. Probationary firefighters failing the written examination, practical skills performance test, or street test twice will be released from employment.

- d. An employee may be released at any time during their probationary appointment for performance issues including, but not limited to, the inability to complete assigned tasks in an acceptable manner. Employees may also be released due to improper attitude or unwillingness to complete assigned tasks.

Section 2. A firefighter may advance one step of the pay plan provided the candidate receives a satisfactory "Probationary Rating Report" completed by their Station Captain and approved by their Battalion Chief and the Fire Chief or his designee. This step advance will occur not less than one year from the date the firefighter was reclassified as a Firefighter I.

Section 3. Supervisory personnel responsible for evaluating an employee's performance may request to extend an employee's initial probationary period for an additional period of time, not to exceed 6 months. This provision is not in addition to the automatic 3 month extension of the probationary period due to test failure. This extension must be approved by the Fire Chief, the Human Resources Director and the City Manager prior to becoming effective.

Section 4. When an employee is promoted to another position, the employee shall be on "job probation" for a period of six (6) months. The employee may be removed from the position at any time he/she demonstrates inability to satisfactorily perform the requirements of that position. If removed, the employee will be returned to his previous pay and rank.

ARTICLE 24

PROMOTION – DEMOTION

Section 1. Upon promotion to a higher job classification an employee will be placed in the higher classification in step A. The employee's review date will be changed to the date of the promotion.

Section 2. Request for voluntary demotion shall be made through an employee's chain of command. Voluntary demotions will not be considered if there is a current eligibility list for promotion or a promotional test date has been set. Upon voluntary demotion to a classification in a lower salary range, an employee will be placed in the new range at the same level as his/her current salary, provided the employee's current salary does not exceed the maximum step in the lower salary range. If the maximum step is exceeded, then the employee will be placed in the step closest to the salary range he/she had been receiving. All requests for voluntary demotion must be approved by the Fire Chief, Human Resources Manager and City Manager.

Section 3. In the event of a disciplinary demotion, the change in classification will result in a pay decrease equal to the percentage decrease in the classification. In no event will an employee's salary be reduced below the lowest rate for the new classification. The employee's review date will be changed to the date of the demotion.

Section 4. Disciplinary pay reductions:

- a. A disciplinary pay reduction for line personnel will result in a pay decrease of up to 10% of current hourly rate for a period of up to 6 months. The employee's performance will be reviewed within six (6) months of the date of the reduction. The reduction will not result in pay lower than the top step pay of the next lower line classification. This reduction would be subject to the same rules as set forth in the disciplinary action article of this contract. Line personnel for the purposes of this article shall include Firefighter I, Firefighter II, Lieutenant Medical Officer, Lieutenant, Medical Officer, Captain and Battalion Chief.

- b. A disciplinary pay reduction for staff personnel will result in a pay decrease of up to 10% of current hourly rate for a period of up to 6 months. The employee's performance will be reviewed within six (6)

months of the date of the reduction. This reduction would be subject to the same rules as set forth in the disciplinary action article of this contract.

ARTICLE 25

NEPOTISM

Section 1. It is the policy of the City to hire the best-qualified employees available for each job. However, it is necessary that judgment be used in the placing of employees who are closely related.

- a. Relatives of present employees will not be hired into the same department.
- b. For interpretation of this policy, a relative is considered as follows: husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparents, first cousins.
- c. Should a relationship occur in a division where the employees are already working as a result of marriage or other similar personal relationship (living together in an intimate relationship as if married), reorganization or other causes, the effected employees must advise the Fire Chief. The Fire Chief will make a shift or station assignment as necessary to separate the employees.

Section 2. Present employees who marry or establish a personal relationship shall be permitted to continue their employment even though they are in the same department as long as such relationship does not create an adverse effect on their job performance or the performance of the department. Should one of them leave, they will not be re-employed unless it meets the standards identified in items a-d above.

Section 3. Any department head, with the written approval of the Human Resources Director, may establish departmental policies which are stricter in nature than that stated above. Such policy must be in writing and approved prior to implementation and will be enforced unilaterally within that department.

Section 4. Under no circumstances, following the effective date of this policy, shall any immediate family member (as defined above) of any City department head or any of the employees in the City Manager's office, the City Attorney's office, or the Human Resources Office be employed in a full-time or regular part-time position within the City. This restriction does not apply to seasonal or temporary positions.

ARTICLE 26

DISCIPLINARY ACTION

Section 1. Discipline is primarily employee self-control to meet organizational standards, expectations, and objectives. Discipline is developed by both management and employees. Employees through peer pressure and expectations exert strong influence on other employees. Management is primarily responsible for developing and maintaining clear standards expected of employees and communicating to them in a manner everyone understands.

Progressive discipline shall be followed, with repetition of an offense accompanied by a progression to the next higher level of discipline, absent mitigating circumstances. Offenses that are a serious deviation from policies, rules and regulations or the presence of aggravating circumstances, such as repeated violations of a series of rules, regulations and policies, may justify a more severe penalty.

Whenever work habits, attitude, production, or personal conduct of an employee falls below desirable standards, supervisors should take immediate steps to bring about improvements. If an employee cannot or will not meet the standards of work performance established for the position, the supervisor shall begin the proper administrative steps for disciplinary or corrective action.

The following list is intended to provide employees with a general idea of the type behavior that may result in disciplinary action. This list is not meant to be all inclusive.

- a. Gross neglect of duty or refusal to comply with management's lawful instructions, unless such instructions are injurious to employees, or general public's health or safety, or contrary to the employee's professional ethics.
- b. Insubordination.
- c. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the City (excluding minor traffic offenses).
- d. Intentional falsification of personnel records, time reports, or other City records.
- e. Indulging in offensive conduct or using offensive language toward the public or in public or toward the City Officers.
- f. Sleeping on duty except when accepted as a normal portion of the job assignment.
- g. Being under the influence or in possession of intoxicants or illegal drugs while on duty.
- h. Deliberate or careless conduct endangering the safety of the employee or other employees including the provoking of or instigating of a fight during working hours or on City premises.
- i. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any lawful departmental official regulations, orders, or professional ethics.
- j. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hoped or expectation of receiving a favor or better treatment than accorded other persons.
- k. Unauthorized use of City property, whether that property be vehicles, machinery, uniforms, or office materials.
- l. Discussing with unauthorized persons any confidential information gained through their employment with the City.
- m. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving employer's premises during working hours without authorization from the Department Head or supervisor.
- n. Smoking in unauthorized areas.
- o. Violating a safety rule or safety practice. Failure to report an accident or to falsify reports concerning accidents.
- p. Failure to report to work without giving the supervisor, Department Head, or Personnel Office notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.
- q. Vending, soliciting, or collecting contributions on the employer's time or premises without prior authorization from the Department Head.
- r. Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

- s. Willful or careless abuse, damage or destruction of City property, materials, facilities or equipment.
- t. Failure to inform a supervisor of the taking of necessary medication that might affect an employee's mental or physical alertness.
- u. Failure to maintain a valid Oklahoma Driver's License.

Section 2. Certain procedures shall be followed when handling a disciplinary or failure to perform work problem. If the work problem poses a disruption or threat to other employees or to City property, supervisors may immediately suspend an employee (with pay). The Human Resources Director is to be notified immediately of any suspensions. Otherwise, supervisors are required to follow the procedures outlined below:

- a. Oral consultation - the discussion a supervisor holds with an employee. A record of this discussion is to be signed by the supervisor and the employee. Such record will be kept by the employee's immediate supervisor. If the oral consultation is given by a supervisor other than the employee's immediate supervisor, the immediate supervisor will be given a copy of the written record. It will not go in the employee's personnel file. Oral consultations will be purged from this file after one year if no other subsequent discipline has been received by the employee.
- b. Oral reprimand – the discussion a supervisor holds with an employee. A record of this discussion is to be signed by the supervisor and the employee. Such a record will be kept by the Fire Department Administrative Coordinator. It will not go into the employee's personnel file. Oral reprimands will be purged from this file after one year if no subsequent discipline has been received by the employee.
- c. Written reprimand - a detailed written record of a reprimand usually subsequent to an oral consultation unless a serious or safety violation has occurred. This written reprimand plus the record of oral consultation shall be sent to the Human Resources Department and be kept in the official personnel file of the employee. These reprimands will be purged from the file after two years if no subsequent discipline has been received by the employee.
- d. Request for employee hearing - formal hearing before the City Hearing Officer to determine what type of disciplinary action (if any) should occur. An employee must be afforded the opportunity of a hearing before any action is taken that might result in a loss of wages. As a result of the employee hearing, an employee may be (1) returned to work; (2) issue an oral reprimand; (3) issue a written reprimand; (4) order a corrective action plan; (5) suspended without pay; (6) demoted; or (7) terminated from employment.

Section 3. Upon completion of an internal investigation, supervisors shall notify the Human Resources Director of the need for a hearing. The Supervisor and the Human Resources Director shall agree on a tentative date and time. The employee is then presented with the Hearing notice and advised that the date and time may be changed if it is not agreeable to the employee. It will be the decision of the Human Resources Director with advice of the supervisor whether or not the employee remains on the job or is suspended with pay until the Hearing. If an extension of the Hearing date is granted to the employee, it shall be taken without pay unless the employee wishes to use accrued annual leave for that period of time.

- a. The Human Resources Director shall serve as the Hearing Officer unless the recommendation of the supervisor is for termination. In Hearings where the recommendation is for termination, the Hearing will be conducted by a Panel appointed by the Human Resources Director. The Panel shall be composed of two persons of equal classification (not working in the same department), two persons from the supervisory level (not in the same department), and the Human Resources Director who shall serve as Chairperson.
- b. The employee may have legal representation if he so desires. The employee shall be responsible for any cost of the legal representation.

- c. The employee and the supervisor shall be permitted to bring witnesses and ask questions of those witnesses. City employees who are requested as witnesses for the employee will be required to sign a consent form before appearing at the hearing. Consent forms may be obtained from the Human Resources Department.
- d. After hearing all the facts of the alleged violation and reviewing the personnel file, the panel shall make a recommendation to the City Manager of what disciplinary action should be taken. The Human Resources Director shall notify the employee in writing within forty-eight (48) hours of the hearing of the decision.
- e. If the employee does not feel the decision of the panel is justified, he may appeal the decision in accordance with Article 10 of this contract.
- f. If the employee waives his right to a hearing, the disciplinary action shall be decided by the Human Resources Director. There shall be no right of appeal if the hearing is waived by the employee.

Section 4. No full-time employee shall be dismissed from employment or suffer any reduction of pay as a result of a disciplinary action without having the opportunity of a hearing.

No regular employee shall be terminated because of a reduction in force while there are temporary or part-time employees in the same or comparable position.

ARTICLE 27

LEAVE OF ABSENCE

Section 1. From time to time, situations arise that require an employee to be away from work. To handle most of these situations, the City has established guidelines regarding leaves of absence.

All the leaves of absence referred to in this article are available to full-time employees. All requests for leaves of absence must be submitted prior to the beginning of such leave of absence and approved by the Fire Chief.

Section 2. Employees requesting a medical leave of absence should bring a physician's report indicating the need for the leave to the Human Resources Department. Medical leaves will be granted based on the length of absence, the ability of the division to continue to work effectively, the employee's tenure and evaluations, and the physician's prognosis for recovery.

Section 3. Family Medical Leave Act (FMLA)

The City will apply FMLA to all qualifying events according to Federal Statutes, unless other provisions are contained herein.

Section 4. Maternity/Paternity

An employee who has worked for the City for a minimum of six (6) months is entitled to twelve (12) weeks maternity/paternity leave to care for infant children, as long as they plan to return to work for the City at the end of that period. Accrued vacation and accumulated sick leave may be used during the leave period, and the balance of the time off will be without pay.

- a. An employee has the right to return to his/her former job or a comparable position at the end of the maternity/paternity leave.
- b. Two (2) weeks before the expiration of the leave or two (2) weeks before an earlier planned date of return to work, the employee must report to his/her supervisor and the Human Resources Department to give notice of his/her intention to return to work. Failure to return to work at the end of the maternity/paternity leave will be considered a voluntary resignation.

Section 5. Family Illness

In the event of a serious illness in an employee's immediate family that requires the presence of the employee, the employee may be granted leave. Time off shall be charged to accumulated sick or annual leave, depending upon the wishes to the employee. Immediate family includes the following relatives: spouse, children, parents, brothers, sisters, grandparents, grandchildren, aunts, uncles, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law.

Section 6. Jury Duty

Employees who are required to serve as jurors shall be granted time off with pay to serve in that capacity, subject to the following rules:

- a. An employee serving such duty shall present to his/her supervisor the original summons or subpoena from the Court and, at the conclusion of the duty, a signed statement from the Clerk of the Court showing the actual dates of attendance in court.
- b. An employee subpoenaed to testify in any matter not directly related to his/her duties as a City employee shall not receive his/her regular salary, but may use vacation leave or be granted a leave of absence without pay for the length of such service.
- c. Employees are expected to report to work on any day that jury duty hours reasonably permit.

Section 7. Bereavement Leave

If there is a death in an employee's immediate family, the employee may be excused up to three (3) days with pay, if needed, to attend the funeral. Employees may use sick or annual leave for the time off to attend a funeral. Immediate family includes the following relatives: spouse, children, parents, brothers, sisters, grandparents, grandchildren, aunts, uncles, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law. Should an employee require additional time due to travel or have responsibility for settling affairs of the deceased, he/she may request additional time from the Fire Chief. Additional time off will be charged to annual leave.

Section 8. Military Leave

The bargaining agent and management agree that the provisions of the Uniformed Services Employment and Reemployment Act (USERRA), and all Federal and Oklahoma State Statutes related to Military Service and Military Leave will be recognized and afforded to all bargaining members who are U.S. armed forces, national reserves, or National Guard members.

The employee shall present a copy of his/her military orders for duty as soon as possible to the Fire Chief or his designees prior to departure on leave. These orders shall be forwarded to the Human Resources Department.

If the employee is unable to provide orders prior to the start of his military service, he/she should provide military orders or proof of service at the conclusion of service. Proof of service may be in the form of military orders, leave earning statement, or memorandum for record signed by the employee's unit commander or any other official military document.

Section 9. When an employee is absent from work sixty (60) days or more during the evaluation period, a step increase may be delayed until sufficient time is given to evaluate the employee. An annual performance evaluation must be completed after sufficient time has elapsed to properly evaluate the employee's performance, but not more than a period of time equal to the period of absence. The employee's review date will be changed to the date of the increase.

ARTICLE 28

INJURY IN LINE OF DUTY

Members sustaining an illness or injury in the line of duty shall receive benefits as provided by the Oklahoma Firefighter Pension and Retirement System and the Oklahoma Workers' Compensation Laws.

Time off due to such illness or injury shall be charged to injury leave, not annual or sick leave.

ARTICLE 29

SICK LEAVE

Section 1. Members shall accrue sick leave as of the first day of employment. Sick leave shall be accrued according to the following schedule:

MONTHLY ACCRUAL	12.00 HOURS
YEARLY ACCRUAL	144.00 HOURS

- a. Employees may accrue a maximum of 1,400 hours of sick leave. Employees who have accrued the maximum 1,400 hours of sick leave will be granted an additional 144 hours per year on July 1 and no part will be eligible to carry forward to the following year, except that after an employee has accumulated the maximum number of hours in his sick leave bank, additional hours earned but not taken in a contract year will be placed in a "catastrophic leave bank." An unlimited number of hours can be placed in the bank. Should an employee have an illness, injury, or disability, not job-related, which causes him to exhaust all his annual and sick leave, he may draw hours from the catastrophic sick leave bank. These hours may not be used for any other purpose, may not be used unless all other paid leaves are exhausted, and will not be compensable upon separation from employment. The usage of sick leave pay shall be rounded off to the nearest tenth of an hour.
- b. Official sick leave accrual records are computed by the Payroll Office and maintained in the Human Resources Department.
- c. In order to qualify for sick leave payment, an employee must notify his/her immediate supervisor or the on-duty supervisor prior to the start of his/her regularly scheduled reporting time, stating the reason or the absence and the expected period of the absence.
- d. The City may request a work release from a medical provider when an employee has been under medical care and on sick leave, or when an employee is suspected of sick leave abuse.
- e. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

Section 2. Sick leave will be granted for the following reasons:

- a. Employee's health
- b. Medical, dental, or optical treatment which is necessary during working hours
- c. Medical/Disability Leave
- d. Maternity/Paternity Leave
- e. Family Illness
- f. Funeral Leave

Section 3. An employee with five (5) or more years of service who resigns or retires may sell back a portion of unused sick leave according to the following schedule:

- a. After five (5) years employment - 10%

- b. After ten (10) years employment - 12.5%
- c. After fifteen (15) years employment - 15%
- d. After twenty (20) years employment - 20%
- e. After twenty-five (25) years employment – 25%
- f. After thirty (30) years employment – 30%
- g. After thirty-five (35) years employment – 35%

ARTICLE 30

RETURN TO WORK

Section 1. Before returning to work from an absence resulting from a serious health condition involving an illness, injury, impairment or physical or mental condition that renders the employee unable to fully perform any one of the essential functions of their job, the employee must furnish a medical release from the attending physician to the Human Resources Department.

Section 2. When, in the opinion of the Fire Chief, an employee is unable to perform duties due to injury or illness, the employee may be required to submit to a physical examination (at the City's expense) by a physician named by the Human Resources Director. If the report of the medical examination indicates that the employee is unable to perform his duties effectively, the Fire Chief may require the employee to take a leave of absence until the employee is able to return to work. Before returning to work, the employee must furnish a medical release from the attending physician to the Human Resources Department. Upon returning to work, the employee will be reinstated to the same or a like position without loss of status.

ARTICLE 31

PERSONNEL RECORDS

Section 1. Each employee shall have an official personnel file to be maintained by the Human Resources Department. All employees have the right to review their personnel or medical file at any reasonable time. No information concerning any employee shall be maintained by the City if not posted in the employee's personnel file except for medical or psychological information or pending criminal investigations. All employees shall be informed in advance of any derogatory entry to the employee's personnel file.

Section 2. Any change in status, such as change of address, telephone number, number of dependents, marital status, educational achievements, etc., should be reported immediately to the Human Resources Department.

Section 3. Any inquiries concerning personnel information about an employee are to be forwarded to the Human Resources Department. The City only supplies the employee's (or former employee's) dates of employment, last job title and gross salary. The City does not provide explanations about the reason for an employee leaving City employment.

Section 4. Any person other than the employee or authorized City staff desiring information from an employee's personnel file shall file a request with the Human Resources Director and a response will be made in compliance with the Oklahoma Open Records Act.

ARTICLE 32

WHISTLE BLOWING

Disciplinary action shall not be taken against any employee who provides accurate public information on matters of public concern when the information is based upon reliable sources which include documented facts to support the allegations.

ARTICLE 33

TUITION REIMBURSEMENT AND EDUCATIONAL INCENTIVE PAY

Section 1. The City of Stillwater will pay the tuition for courses approved for the development of employees to benefit the City in their present positions under the following conditions:

- a. Courses may be taken from any accredited state institution of higher education or at Meridian Technology Center.
- b. The courses are approved prior to enrollment by the Human Resources Director from a request form signed by the Fire Chief.
- c. The City will reimburse the employee for up to six (6) hours (tuition only) per semester provided the employee maintains grade "C" or better for course work. Reimbursement amounts will not exceed Oklahoma State University's current tuition rates. Employees must have Fire Chief approval for attendance during their regular work schedule.
- d. Evidence of course completion and grade shall be submitted to the Human Resources Director in order to be reimbursed for tuition cost.

Section 2. As an incentive to encourage continued education, and recognition of completion of degree programs, the City shall provide the following monthly amounts to members who have completed the degrees as identified below:

- a. Upon the completion of 25 hours toward any of the degrees listed in this section, \$25.00 per month.
- b. Upon completion of 60 hours course-work toward any of the degrees listed in this section, or upon the receipt of an associate's degree in Fire Protection, Fire Service, or Safety Technology, \$50 per month.
- c. Upon completion of a bachelor's degree in fire protection technology, safety technology, technological education, occupational and adult education, public administration or organizational administration, \$75 per month.
- d. Upon completion of a master's degree in public administration, political science with a public administration emphasis, occupational and adult education, technical education or business administration, \$100 per month.

Section 3. Recognition for degree programs other than those listed may be considered on an individual basis if approved by the Fire chief, the Human Resources Director and the City Manager.

Section 4. In all cases where the degree incentive is applicable, the amount shall be that for the most advanced degree (no "stacking").

Section 5. It is the responsibility of the member to inform the Fire Chief in writing and to provide the proper documentation (such as a final transcript, diploma, etc.) when a degree has been achieved which makes that person eligible for an incentive as described in this article. The incentive pay shall commence with the first pay period of the month following the receipt of this notification.

Section 6. Reimbursement of Training Expenses:

If an employee leaves employment during the first 18 months from the date of hire, except for reasons of death or disability of the employee, the employee shall reimburse the City at a prorated amount for any and all costs and expenses, not to exceed ~~\$2000~~ \$4000, associated with attendance at firefighter I/II and/or EMT-I training programs. The balance due the City will be reduced by 1/18th for each month of employment completed until at the end of 18 full months the balance will be \$0.

Employees hired by the City after the effective date of this agreement will be advised of the requirements of the City Training Reimbursement program before they receive training which may be subject to such reimbursement. Employees hired prior to the effective date of this agreement shall not be subject to City Reimbursement.

ARTICLE 34

SUBSTANCE ABUSE POLICY

INTRODUCTION: Alcohol and drug abuse have an adverse effect on job performance, create dangerous situations, and serve to undermine our community's confidence in the Fire Department.

Our department cannot and will not condone drug or alcohol abuse on the part of its employees, nor will it condone any employee behavior related to alcohol and/or illegal drugs on or off the job that may serve to damage the department's reputation.

The policy of the Fire Department of the City of Stillwater concerning drug and alcohol use and abuse is as follows:

1. The Department will not hire anyone who is known to currently abuse substances.
2. The Department will educate and inform its employees about the health consequences of drug and alcohol abuse.
3. Employees must report to work in a fit condition to perform their duties. Being under the influence of drugs or alcohol is not acceptable.
4. Any employee on department business, on or off department premises, is prohibited from purchasing, transferring, using, or possessing illicit drugs or using alcohol or prescription drugs in any way that is illegal.
5. Employees will not be terminated for voluntarily seeking assistance for a substance abuse problem; however, continued performance, attendance, or behavioral problems may result in disciplinary action up as outlined in Article 26 (Disciplinary Action) of the contractual agreement.
6. Employees on physician-prescribed medication must notify a designated department official if there is a likelihood that such medication could affect job performance and safety.
7. Employees who are convicted, plead guilty, or who plead no-contest for off-duty drug or alcohol involvement may be considered to be in violation of the department's substance abuse policy.
8. All available assistance programs shall be made available to the employee, either at the request of the employee, or as a requirement for continued employment, based on factual evidence of a substance abuse problem.
9. No illegal drugs, alcoholic beverage or liquor shall be brought into, or stored in or on any fire department property.

10. Drug testing shall be conducted according to the policies and procedures outlined in the following policy as well as all applicable existing federal and Oklahoma state laws and regulations¹, written departmental policies, and in accordance with all provisions of the contractual agreement with the bargaining unit. Conditions under which an applicant/employee will be tested are:
 - a. Applicants for employment once a conditional offer of employment has been made.
 - b. For existing employees on the basis of:
 - (1) reasonable suspicion;
 - (2) post-accident where there is reason to believe there is a potential substance abuse issue;
 - (3) scheduled, periodic testing in conjunction with any routine medical examination;
 - (4) post-rehabilitation testing;
 - (5) random testing
11. At any time the Union, upon request, and within the requirements of applicable regulations and requirements of approved testing facilities, shall have the right to inspect and observe any aspect of the drug testing program with the exception of actual specimen collection and individual test results. The Union may inspect individual test results if the release of this information is authorized in writing by the employee involved.
12. Failure to submit to a required drug or alcohol test or having a confirmed positive result of such a test will subject the employee to disciplinary measures as outlined in Article 26, (Disciplinary Action) of the contractual agreement.
13. The City and Union have bargained this article upon a good faith belief that the policies and procedures set forth herein are authorized by law and are not in violation of the constitutional rights of any employee. Each party agrees that should it learn of any information to the contrary, that information will be immediately communicated, in writing, to the other party. In consideration of the Union's agreement to this article and its agreement to forward such information, the City agrees to indemnify the Union and hold it harmless in any action attributable to the Union's agreement to the implementation of this policy and these procedures. This indemnification does not cover action against the Union on some other basis (such as a failure to represent an employee adequately in a grievance), and the City's obligation here under shall end if the Union fails to advise the City, in writing, of any challenge to this article by a member or if it fails to forward to the City any information it has regarding the constitutionality of these procedures.
14. The City of Stillwater will pay for all City required drug/alcohol testing as required for the proper administration of this policy.

Section 1: Definitions As Used in This Policy

As used in this article:

1. The "Act" means the Standards for Workplace Drug and Alcohol Testing Act of the State of Oklahoma;
2. "Alcohol" means ethyl alcohol;
3. "Applicant" means a person who has applied for a position with the City of Stillwater;
4. "Board" means the State Board of Health;

¹ Specifically, the Standards for Workplace Drug and Alcohol Testing Act, Title 3A, Sec. 204(A), as amended by S.B. 143, L. 1993, and the resulting "Drug and Alcohol Testing Rules" approved by the Oklahoma State Department of Health.

5. "The City" means the City of Stillwater;
6. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;
"Confirmation test" for a positive alcohol breath test will be a second breath test.
7. "Department" means the State Department of Health for the purposes of this policy; otherwise this means the Fire Department;
8. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;
9. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products;
10. "Employee" means any member of the fire department (for interpretation of this policy only);
11. "Employer" means the City of Stillwater
12. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - b. does not give an employer discretion to waive the selection of any employee selected under the mechanism,
13. "Reasonable suspicion" means a belief that an employee is using or has used drugs or alcohol in violation of the City's written policy. This belief must be based on objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - a. observable phenomena, such as:
 - (1) the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - (2) the direct observation of drug or alcohol use while at work or on duty.
 - b. a report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated;
 - c. evidence that an individual has tampered with a drug or alcohol test during his employment with the City of Stillwater, 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 employer's premises or operating the employer's vehicle, machinery or equipment.
14. "Review Officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.

15. "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body; and
16. "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

Section Two: Drug or Alcohol Testing - Restrictions

An employer may request or require an applicant or employee to undergo testing under the following circumstances.

1. Applicant testing: The City may request or require a job applicant, upon a conditional offer of employment, to undergo drug or alcohol testing and may use a refusal to undergo testing or a confirmed positive test result as a basis for refusal to hire, provided that such testing does not violate the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C., Section 12101 et seq., and provided that such testing is required for all applicants who have received a conditional offer of employment of a particular employment classification.
2. Reasonable suspicion testing: The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee has violated the employer's written substance abuse policy;
3. Post-accident testing: The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee or another person has sustained a work-related injury or the employer's property has been damaged as a direct result of the employee's use of drugs or alcohol;
4. Random testing: The city may request or require an employee to undergo drug or alcohol testing on a random selection basis;
5. Scheduled, periodic testing: The city may request or require an employee to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled routinely for all members of an employment classification or group and which is part of the employer's written policy;
6. Post-rehabilitation testing: The City may request or require an employee to undergo drug or alcohol testing without prior notice for a period of up to two (2) years commencing with the employee's return to work, following a confirmed positive test, or following participation in a drug or alcohol dependency treatment program under an employee benefit plan or at the request of the employer.
7. Alcohol Breath Test – An initial screening test of .020 or greater is considered a positive test and shall be confirmed by a second breath test. This confirmation test must be conducted no less than 15 minutes and no more than 20 minutes after the completion of the initial screening. If the result of the initial screening is less than .020, no further testing is authorized and shall not be considered a positive test.
8. Positive test results:

Drug Testing

- a) During the process of drug testing, if a positive test is received, the employee will be contacted by the Medical Review Officer. The employee may then request a re-test be completed. In order to do so, the employee must submit a written request to the Medical Review Officer and send it with a certified check to cover the cost of the test. This fee, which is established by the lab used for drug testing, will be paid by the employee. Upon the request of the employee (and specific written agreement), the City will pay the initial cost to have the second test run with the understanding that the amount will

be withheld from the employee's next paycheck. Should the re-test test return a negative test result, the City will reimburse the employee for the amount of the fee or cancel the agreement for payroll deduction, as applicable.

- b) Upon notification of a positive drug test result, the employee will meet with the Human Resources Director and the Fire Chief or Assistant Chief. At this time, the employee will be placed on "suspension with pay for a period of three shifts to allow time to request a second test. If the employee fails to provide verification of such request within 7 calendar days following this meeting, the employee shall be placed on "suspension without pay" and recommendation for termination proceedings shall commence. It is the employee's responsibility to provide this verification. At all times during this process the employee has the right to union representation and/or to request a hearing, as in any other type of disciplinary procedure. Request of a hearing does not remove the obligation of the employee to obtain a second test.
- c) If the drug re-test test is also positive, or if the employee refuses to request a second test, the employee shall be placed on suspension without pay and a recommendation for termination proceedings shall commence. The employee has the right to union representation and/or to request a hearing at any stage of this process.

Alcohol Testing

- d) During the process of alcohol testing, test results showing an alcohol concentration of .020 or more shall be considered positive. A confirmation test will be conducted after a re-calibration of the testing equipment has occurred. If the confirmation test results show an alcohol concentration of .020 or more, or if the employee refuses to submit to a confirmation test, the employee shall be placed on suspension without pay and a recommendation for termination proceedings shall commence. The employee has the right to union representation and/or to request a hearing at any stage of this process. Request of a hearing does not remove the obligation of the employee to submit to a second test.
- e) If the employee believes the confirmation breath test to be inaccurate and desires a alcohol blood test, all reasonable attempts will be made to facilitate the request of the employee to obtain a blood alcohol test. The blood alcohol test must be performed within one hour of the confirmation breath test. The employee can submit the results of the blood test for the City's consideration in the subsequent disciplinary process. The employee is responsible for the cost of the blood alcohol test. Upon the request of the employee (and specific written agreement), the City will pay the initial cost to have the blood test run with the understanding that the amount will be withheld from the employee's next paycheck.

Section Three: Confidentiality of Testing Results and Records Disclosure of General Health Information Prohibited.

1. The City shall maintain all drug and alcohol test results and related information including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.
2. The records described in subsection (1) of this section and maintained by the employer shall be the property of the employer and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. An employer shall not release such records to any person other than the applicant, employee or the employer's review officer, unless the applicant or employee in writing following receipt of the test results, has expressly granted permission for the employer to release such records or pursuant to a valid court order.

3. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:
 - a. The general health, pregnancy or other physical or mental condition of the applicant or employee, or
 - b. The presence of any drug other than the drug or its metabolites that the employer requested by identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the applicant or employee. Provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his or her request.

ARTICLE 35

PROMOTIONAL GUIDELINES

GUIDELINES FOR BATTALION CHIEF, CAPTAIN, AND LIEUTENANT TEST DESIGN:

Test Components:

Written	100 pts.
Problem Solving	100 pts.
Years of service	½ pt. per year

In the event of a tie the position will go to the candidate with the highest seniority. The successful candidate for promotion will be that participant that receives the highest score unless for just cause as documented by the Fire Chief. Just cause can be established by the Testing Board or as a result of past performance history where the candidate's performance has been documented as unsatisfactory or below average. In considering past performance history, the Fire Chief may only use the 3 years prior to the test date and the performance deficiency must be directly related to the candidates credibility, leadership ability, attitude, and capability and of such magnitude to warrant a denial of promotion. Candidates not promoted as a result of just cause will be notified by the Fire Chief of the denial of promotion due to just cause and the reason for the action. In this case, the candidate(s) that is passed over will have the right of appeal through the grievance procedure, as outlined in the operating contract current at the time of the assessment.

The written section of the test will be designed by the Stillwater Fire Department Training Officer and/ or an Accredited Service/Agency and will consist of 100 multiple choice questions only.

The Job Related Exercise portion of the test shall consist of 3-5 job related exercises/scenarios, emergency situations and/or personnel/administrative exercises and problems. The Job Related Exercise may require written, verbal or hands on responses.

The candidates will not be asked to give a formal speech.

Emergency scenarios will count for 60%, the Non-emergency job skills portion will count for 40%.

Pre-test Procedure:

A list of personnel eligible for promotion along with the date, location, and time of the test will be posted twenty-one (21) calendar days prior to the examination. Only those who are eligible for promotion at the time of the exam are eligible to participate and no one will be allowed to take the test after the designated starting time.

A bibliography for the written examination will be posted at least twenty-one (21) calendar days before the examination.

Testing Board: appointed by the Chief through random drawing of qualified members

For Captain/Lieutenant positions

- 1 – Assistant Chief or designee
- 1 – Battalion Chief
- 2 – Fire Captains
- 1 – Fire Lieutenant

For Battalion Chief positions

- 1 – Assistant Chief or designee
- 2 – Battalion Chief or designee
- 2 – Fire Captains

1 – Local 2095 representative to be used as a monitor only (appointed by current Local 2095 President, must be Fire Department member)

The members of the testing board from the Stillwater Fire Department will meet prior and as near as possible to the test date and time to review and correct, modify or replace written test questions and problem solving scenarios in the exam and the method of scoring. Any member will have the right to call a vote on a question or scenario for a reasonable cause (such as vague or confusing language, material not covered in the bibliography, etc.). Questions and/or problems receiving a majority vote will be replaced from a pool generated before the exam.

The Testing Board will review the test and the results at the completion and certify to the Fire Chief in writing that the test was valid. If any irregularities in the testing process is evident by a person rating the candidates or evaluating their performance or there is reasonable suspicion that a candidate may have participated in cheating are forthcoming the Testing Board will launch an immediate investigation into the matter and withhold the results of the testing until a formal report and recommendation is presented to the Fire Chief.

REQUIRED EXPERIENCE:

Lieutenant: 5 years continuous service with SFD

Captain: 8 years continuous service with SFD

Battalion Chief: 10 years continuous service with SFD

IN-GRADE REQUIREMENTS:

Lieutenant: 2 years FFII

Captain: 1 year as Lieutenant, Medical Officer or Staff Officer

Battalion Chief: 2 years Captain

PRE-REQUISITE REQUIREMENTS: Courses and certifications must be successfully completed before the candidate is eligible to test.

An Accredited Service/Agency:

Fire Department Instructional Techniques (Instructor I)

SFD Training (successful completion):

Fire Officer I

SFD Inspection Practices & Procedures

POST-PROMOTION REQUIREMENTS: must be successfully completed within one year of promotion. Candidates who have certification prior to testing will receive ½ point for each required certification added to their final test score. All Captains and Chief Officers promoted after July 1, 2011 shall make application annually to attend a National Fire Academy course approved by the Fire Chief or other training deemed appropriate for career development. This training may be in or out of state.

Battalion Chief

An Accredited Service/Agency

Initial Fire Investigation

Hazardous Materials Incident Command

National Fire Academy Command and Control of Target Hazards

Candidates for the position of Battalion Chief will receive ½ point added to their final score for each National Fire Academy class that is more than 40 class hours in duration.

PROMOTION LIST: The final promotion list will remain in effect for thirteen (13) months from the date of the test.

GUIDELINES FOR ASSISTANT CHIEF, FIRE MARSHAL, TRAINING OFFICER, DEPUTY FIRE MARSHAL, MEDICAL OFFICER, AND LT. MEDICAL OFFICER

PROMOTION PROCESS DESIGN:

The promotional process will consist of an Assessment Center designed and supervised by an Accredited service/Agency or private company specializing in Assessment Center testing. The Assessment Center will be composed of activities and exercises that will allow for the demonstration and measurement of job related skills and knowledge. The assessment will generate a list of candidates and corresponding final scores.

The successful candidate for promotion will be that participant that receives the highest score in the assessment unless for just cause as documented by the Fire Chief. Just cause can be established by the Testing Board or as a result of past performance history where the candidate's performance has been documented as unsatisfactory or below average. In considering past performance history, the Fire Chief may only use the 3 years prior to the test date and the performance deficiency must be directly related to the candidates credibility, leadership ability, attitude, and capability and of such magnitude to warrant a denial of promotion. Candidates not promoted as a result of just cause will be notified by the Fire Chief of the denial of promotion due to just cause and the reason for the action. In this case, the candidate(s) that is passed over will have the right of appeal through the grievance procedure, as outlined in the operating contract current at the time of the assessment.

For the position of Assistant Chief, a review board composed of the Fire Chief, Assistant Chief, Training Officer, and Fire Marshal will be established to review all candidates applying for the position. The board shall rank the candidates in order considering the following criteria: leadership, stress management skills, planning & organizations skills, and communication skills. Each candidate will be given the opportunity to address and/or be interviewed by the board. For each candidate, the final ranking from the review process will be combined with the final ranking from the assessment center to determine the final ranking score. For example, if a candidate ranks 3rd in the assessment center and 2nd in the review process, the final ranking score will be 5 (3 + 2). The candidate that has the best final score will be promoted. In the case of a tie, that candidate that ranked highest on the assessment center will be promoted.

PRE-TEST PROCEDURE:

An announcement of opening along with assessment date, time, and location and any other needed information (such as resume, letter of intent to apply, etc.) will be posted a minimum of twenty-one (21) days prior to the examination. Only those who are eligible for promotion at the time of the assessment center process are eligible to participate as candidates (this provision does not apply to internal assessors).

Assessment Board: The Assessment Board will consist of five members. Internal assessors are appointed by the Chief and are randomly selected from a list of qualified members.

1 - Assistant Chief or Fire Marshal

1 - Battalion Chief

1- Captain

1 - Local 2095 representative to be used as a monitor only (appointed by current president, must be a member of the Stillwater Fire Department)

2 – Additional assessors

- Assistant Chief/Fire Marshal Training Officer, and Deputy Fire Marshal – The assessors will be outside assessors at the rank or above the rank being tested.
- Medical Officer - the assessors will be a Fire Department Paramedic and the Stillwater Fire Department Medical Director.
- Lt Medical Officer - the assessors will be a Fire Department Paramedic and the Stillwater Fire Department Medical Director.

REQUIRED EXPERIENCE:

Lt. Medical Officer: 3 years continuous service with the Stillwater Fire Department

Medical Officer: 5 years continuous service with the Stillwater Fire Department

Training Officer: 8 ½ continuous service with the Stillwater Fire Department

Fire Marshal: 8 ½ continuous service with the Stillwater Fire Department

Deputy Fire Marshal 6 years continuous service with the Stillwater Fire Department

Assistant Chief: 8 ½ , years continuous service with the Stillwater Fire Department

IN-GRADE REQUIREMENTS:

Lt. Medical Officer: 2 years experience as an EMT/Paramedic

Medical Officer: 4 years experience as an EMT/Paramedic

Training Officer: 2 years as an officer

Fire Marshal: 2 years as an officer or 2 years as Deputy Fire Marshal

Deputy Fire Marshal: 5 years as a FFII

Assistant Chief: 2 years as a Captain, Battalion Chief or Staff Officer with the Stillwater Fire Department

PRE-REQUISITE REQUIREMENTS: must be successfully completed before the candidate is eligible to test.

Medical Officer and Lt. Medical Officer:

Candidate must be able to fulfill the requirements contained in the job description

Training Officer:

Accredited Agency/Service:

Fire Department Instructional Techniques (Instructor I)

Fire Department Course Development (Instructor II)

SFD Training (successful completion):

Fire Officer I

SFD Inspection Practices & Procedures

Fire Marshal/Deputy Fire Marshal

Accredited Agency/Service:

Fire Department Instructional Techniques (Instructor I)

Fire Department Inspection

Fire Cause Determination and Investigation

SFD Training (successful completion)

Fire Officer I

SFD Inspection Practices & Procedures

Assistant Chief

Accredited Agency/Service:

Fire Department Instructional Techniques (Instructor I)

Fire Department Inspection

POST-PROMOTION REQUIREMENTS: that must be successfully completed within one year of promotion or within an acceptable timeframe as approved by the Fire Chief or his designee.

Candidates who have certification prior to testing will receive one-half percent (.5%) of total assessment center point value for each required certification added to their final test score (for example, if a total of 300 points are possible, each applicable certification would be worth 1.5 points).

Medical Officer and Lt. Medical Officer

EMT Instructor Approval

Receive approval from the State Department of Health as an instructor at the EMT/Basic, Intermediate, and Paramedic level within one year of promotion. Candidates who have certification prior to testing will receive one-half percent (.5%) of total assessment center value for each required certification added to their final test score.

Training Officer

Accredited Agency/Service:
Fire Cause Determination and Investigation
Hazardous Materials Technician
Incident Command
Fire Department Inspection

Fire Marshal/Deputy Fire Marshal

Accredited Agency/Service:
Pub Ed Classes as needed
Fire Department Inspection
Fire cause Determination and Investigation
CLEET certification

Formal Training:

Fire alarm systems, Plans review, Building Construction, Suppression Systems, etc.

Assistant Chief

Accredited Agency/Service:
Fire Cause Determination and Investigation
Fire Department Course Development (Instructor II)
Technical writing course, as needed

PROMOTION LIST: The final promotion list will remain in effect for thirteen (13) months from the date of the test.

TRANSFER AND TESTING PROCEDURES FOR MEDICAL OFFICER AND LT. MEDICAL OFFICER

The Fire Department Medical Officer and Lt Medical Officer position will not affect in any way future promotional opportunities within the Stillwater Fire Department.

SPECIAL TESTING CIRCUMSTANCES:

If only one internal qualified candidate applies, the City will conduct the Assessment Center. The candidate must successfully pass the assessment center and the Assessors must recommend the candidate based on a majority vote for the position.

If no qualified internal candidate applies, the position will be opened to any internal candidate and the City will conduct the Assessment Center. The candidate must successfully pass the assessment center and the Assessors must recommend the candidate based on a majority vote for the position.

If any candidates fail to receive a recommendation for the position based on a majority vote of the assessors the City will open the position to outside candidates and any remaining internal candidates. The Assessment Center will be rescheduled accordingly.

Filling of Positions

Promotional positions shall be filled within 60 days for a known upcoming vacancy and within 90 days for an unexpected vacancy.

ARTICLE 36

GUIDELINES FOR USE OF CITY EQUIPMENT AND FACILITIES

Section 1. Purpose of the Policy

The City of Stillwater is committed to high standards of employee conduct to earn the respect and support of the people we serve. Proper use of the resources entrusted to us is critical to maintain the employees' credibility with the public.

The support of the public is critical to the successful performance of our duties. When the public sees employees using facilities and equipment not equally available to them, it causes resentment and distrust toward city employees and city government. This also occurs among employees in different departments who feel some employees enjoy special privileges others do not.

Rules are more easily understood and complied with if there is a minimal number of exceptions. Otherwise arguments occur as to why one thing can be allowed if something else is not.

The City trusts its employees to use their best judgment by applying the following standards to guide their actions.

Section 2. City Code, and State Statute sections on use of city property:

State Statute: 21 O.S.341 This is the general embezzlement statute. Conversion of property of any kind to personal use can be considered as embezzlement.

Stillwater Municipal Code, Section 16-46 : "It is unlawful. . .to use . . .property wrongfully to the detriment of the owner or other person entitled to its use; or to interfere wrongfully with the use of any such property by its owner or any other person entitled to its use."

Section 3. Examples of inappropriate use of public property, facilities, and equipment:

1. Borrowing equipment, vehicles, or tools of any kind to use at home or in one's private business.
2. Borrowing tables, chairs, sports equipment and similar items to use elsewhere unless part of a rental program available to the public for which a fee is paid on the same basis as the general public.
3. Use of office supplies for any purpose other than the conduct of city business.
4. Conducting private business on city time, on city property, within city facilities, or using city equipment. It is understood that this refers to "private business enterprise, not to working on personal "projects" during the employee's "down time" as long as those personal projects are not related to an employee's private business enterprise
5. Performing maintenance on one's personal vehicle using City owned equipment or tools.
6. Disposal of personal refuse created off-site of city-owned property unless deposited in recycling facilities according to the rules of the recycling center or deposited in regular dumpsters after paying in advance for the service.

This above list is not all inclusive but is provided to provide guidance to the employee. If there are questions, speak with your department head or the Human Resources office. In applying these guidelines, consider the following questions:

1. Do I have the opportunity to use this item only because I am a city employee, or is this available to the general public on the same terms? If only you have access to it and no one else does, it is probably an inappropriate use.
2. If this use is the lead story in the News Press on Sunday, how will I feel? Can I explain this? Is it worth the explanation? If you would feel badly and have trouble explaining it, it is probably an inappropriate use of city property.

3. If this property were mine, would I want someone I did not know using it in the same way? If the answer is no, then it probably is an inappropriate use of city property.

Section 4. Additional guidelines on use of city-owned property

The following are sample items meeting the standards of public acceptance set above and/or comply with written policy approved by the City Manager and/or City Commission:

1. Use of copy machine for personal business if payment is made in advance (\$.05/page).
2. Use of cellular phones for personal calls is permitted. Discretion is to be used to limit the amount of use so as not to interfere with the employee's job responsibilities. Reimbursement from the employee must accompany the purchase order so the amount paid to the vendor represents city business use only.
3. Use of telephones is permitted for communication with family members, making personal appointments, and limited personal business that can only be conducted from 8 am to 5 PM, weekdays. Such calls shall not exceed the time allocated for rest breaks and those calls should occur during the normal break time period with exception of personal emergencies and calls initiated by others. Personal long distance calls are to be made using your calling card number or by calling collect.
4. Use of city fax machines is permitted for personal use to take care of immediate family needs for local and long distance calls. A log of calls may be kept for monthly payment at the time the telephone bills are approved for payment. Reimbursement for long distance calls must be attached to the purchase order so the amount paid by the city to the telephone service vendor is for city use only. Personal long distance faxes also can be made using your calling card number. Pages used in receiving faxes are \$.05/page. There is no charge to employees for faxes sent locally.
5. Use of city property, city facilities, and city tools to assist someone when there has been a vehicle breakdown on city property or some other emergency that could be resolved with limited effort rather than calling for assistance from other sources.
6. Any use of city facilities offered to the general public where the standard fee has been paid and/or deposit made.
7. To borrow and take home for a few days reading materials, computer books, and videos purchased by the city for the purpose of educating, training, and conducting city business.
8. To borrow laptop computers for use at home for city business when directed and approved by the department head.

Section 5. Use of employee owned property for city business.

It is not the intent of the City to take advantage of the good will of its employees and appreciates their willingness to provide help in meeting the needs of the city. At times an employee may want to use his/her own equipment or property to perform a task for their department. When the employee's vehicle is used, they are entitled to reimbursement for mileage and should submit a request. If other property is used, agreement on reimbursement should be determined between the owner and the employee's department head.

Section 6. Changes and clarifications of this policy may be requested in writing to the city manager.

ARTICLE 37

LONGEVITY

Section 1. The City of Stillwater shall have a longevity pay system for eligible unit members who have completed a minimum of five (5) years of continuous and uninterrupted service as a member of the Stillwater Fire Department. The amounts of payment shall constitute payment for length of service and are in lieu of a performance pay plan.

Section 2. Longevity shall be paid as an annual lump sum payment on the pay period that includes December 1st. The annual Longevity payment shall be determined by an individual's years of service as of December 1 and shall be based on the following schedule:

Less than five (5) years of service -	\$0
After five (5) years of service-	\$600
After ten (10) years of service -	\$1200
After fifteen (15) years of service -	\$1800
After twenty (20) years of service -	\$2400

APPENDIX "A"
Effective 7/1/2011

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Firefighter I								
Hrly Rate - 56 hrs/wk	\$11.12	\$11.46	\$11.80	\$12.58				
Annl Rate 2912 hours	\$32,381.44	\$33,371.52	\$34,361.60	\$36,632.96				
2912 FLSA 3%	\$971.44	\$1,001.15	\$1,030.85	\$1,098.99				
Annl Gross	\$33,352.88	\$34,372.67	\$35,392.45	\$37,731.95				
Firefighter II								
Hrly Rate - 56 hrs/wk	\$14.40	\$14.83	\$15.28	\$15.74	\$16.20	\$16.69	\$17.20	\$17.72
Annl Rate 2912 hours	\$41,932.80	\$43,184.96	\$44,495.36	\$45,834.88	\$47,174.40	\$48,601.28	\$50,086.40	\$51,600.64
2912 FLSA 3%	\$1,257.98	\$1,295.55	\$1,334.86	\$1,375.05	\$1,415.23	\$1,458.04	\$1,502.59	\$1,548.02
Annl Gross	\$43,190.78	\$44,480.51	\$45,830.22	\$47,209.93	\$48,589.63	\$50,059.32	\$51,588.99	\$53,148.66
Lieutenant/Lieutenant Medical Officer								
Hrly Rate - 56 hrs/wk	\$18.61	\$19.17	\$19.75					
Annl Rate 2912 hours	\$54,192.32	\$55,823.04	\$57,512.00					
2912 FLSA 3%	\$1,625.77	\$1,674.69	\$1,725.36					
Annl Gross	\$55,818.09	\$57,497.73	\$59,237.36					
Medical Officer								
Hrly Rate - 56 hrs/wk	\$20.73	\$21.36	\$22.00					
Annl Rate 2912 hours	\$60,365.76	\$62,200.32	\$64,064.00					
2912 FLSA 3%	\$1,810.97	\$1,866.01	\$1,921.92					
Annl Gross	\$62,176.73	\$64,066.33	\$65,985.92					
Captain								
Hrly Rate - 56 hrs/wk	\$20.73	\$21.36	\$22.00					
Annl Rate 2912 hours	\$60,365.76	\$62,200.32	\$64,064.00					
2912 FLSA 3%	\$1,810.97	\$1,866.01	\$1,921.92					
Annl Gross	\$62,176.73	\$64,066.33	\$65,985.92					
Deputy Fire Marshall								
Hrly Rate 40 Hr.	\$28.34	\$29.20	\$30.08					
Bi-Weekly	\$2,267.20	\$2,336.00	\$2,406.40					
Monthly	\$4,912.27	\$5,061.33	\$5,213.87					
Annl Rate 2080 hours	\$58,947.20	\$60,736.00	\$62,566.40					
Battalion Chief								
Hrly Rate - 56 hrs/wk	\$23.10	\$23.79	\$24.50					
Annl Rate 2912 hours	\$67,267.20	\$69,276.48	\$71,344.00					
2912 FLSA 3%	\$2,018.02	\$2,078.29	\$2,140.32					
Annl Gross	\$69,285.22	\$71,354.77	\$73,484.32					
Training Officer								
Hrly Rate 40 Hr.	\$31.58	\$32.53	\$33.51					
Bi-Weekly	\$2,526.40	\$2,602.40	\$2,680.80					
Monthly	\$5,473.87	\$5,638.53	\$5,808.40					
Annl Rate 2080 hours	\$65,686.40	\$67,662.40	\$69,700.80					
Fire Marshall								
Hrly Rate 40 Hr.	\$35.14	\$36.20	\$37.29					

Bi-Weekly	\$2,811.20	\$2,896.00	\$2,983.20
Monthly	\$6,090.93	\$6,274.67	\$6,463.60
Annl Rate 2080 hours	\$73,091.20	\$75,296.00	\$77,563.20

Assistant Chief

Hrly Rate 40 Hr.	\$35.14	\$36.20	\$37.29
Bi-Weekly	\$2,811.20	\$2,896.00	\$2,983.20
Monthly	\$6,090.93	\$6,274.67	\$6,463.60
Annl Rate 2080 hours	\$73,091.20	\$75,296.00	\$77,563.20

APPENDIX “C”

Employee premiums for fiscal year 2012 shall be as follows:

	Plan A	Plan B
Employee Only	37.47	98.55
Employee + Spouse	88.59	232.99
Employee + Child(ren)	71.12	187.04
Employee + Family	119.07	313.16

Signed and agreed to this _____ day of _____, 2011
CITY OF STILLWATER and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2095

Dan Galloway, City Manager

Chad Hane, President

Nathan Bates, Mayor

Bob Charles, Vice President

ATTEST:
Marcy Alexander, City Clerk

Tom Oosting, Secretary

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF STILLWATER AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2095

This Memorandum of Agreement (the "Agreement") is entered between the City of Stillwater ("City") and the International Association of Firefighters', Local 2095 ("IAFF"). The parties agree as follows:

1. Parties negotiated a Collective Bargaining Agreement ("CBA") effective for fiscal year 2012, July 1, 2011 to June 30, 2012.
2. The parties negotiated a premium structure based on City's payment ninety percent (90%) of the base plan (Plan A) and applying that amount to both Plan A and Plan B premiums. As a result, most employee premiums will increase in FY 2012.
3. For FY 2012, to offset the increase in premiums to employees, City shall provide each employee selecting Plan A, a one-time payment of \$500.00 to the employee's 125 Plan (medical). For an employee selecting Plan B, the City shall provide a one-time payment of \$1000.00 to the employee's 125 Plan (medical). Said payments shall be provided January 1, 2012.

Agreed this ___ day of _____, 2011.

For the City of Stillwater:

For the Union:

