



Collective Bargaining
Agreement for Fiscal
Years 2025/2026
Between

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

The City of Midwest City

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	PURPOSE OF AGREEMENT	4
2	RECOGNITION	4
3	AUTHORITY AND TERM	4
4	MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION..	4
5	MANAGEMENT RIGHTS CLAUSE	5
6	PREVAILING RIGHTS	6
7	PROHIBITION OF STRIKES	7
8	UNION BUSINESS	7
9	SENIORITY	9
10	BULLETIN BOARD	10
11	SAFETY AND HEALTH	11
12	RESIDENCY REQUIREMENTS	12
13	OFF DUTY EMPLOYMENT	12
14	PROMOTION POLICY AND PROCEDURE	12
15	GRIEVANCE PROCEDURE	18
16	VACATION LEAVE	21
17	INJURY LEAVE	22
18	SICK LEAVE	23
19	EMERGENCY LEAVE	24
20	VEHICLE LIABILITY INSURANCE	25
21	HOLIDAY LEAVE	25
22	LONGEVITY	27
23	UNIFORM AND MAINTENANCE ALLOWANCE	28
24	WAGES	28
25	INCENTIVE PAY	29
26	MINOR MAINTENANCE	30
27	DUES AND SUBSCRIPTIONS	30

28	HEALTH BENEFITS.....	30
29	LIFE INSURANCE.....	31
30	HEALTH PHYSICAL	32
31	WORKING ON PERSONAL PROPERTY	33
32	HOURS OF WORK	33
33	OVERTIME AND CALLBACK	34
34	COMPENSATION AT SEPARATION.....	35
35	DRUG FREE WORKPLACE ACT	36
36	WAIVER	36
37	SUBSTANCE ABUSE POLICY	37
38	PENSION BENEFITS.....	37
39	SAVINGS CLAUSE	37
40	DISCIPLINARY ACTION	48

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

AUTHORITY AND TERM

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

SECTION 2. This Agreement shall be effective as of the first day of July 2025 and shall remain in full force and effect until the last day of June 2026.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

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

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

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

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

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

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

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

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

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

ARTICLE 6

PREVAILING RIGHTS

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

ARTICLE 7

PROHIBITION OF STRIKES

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

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

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

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

ARTICLE 8

UNION BUSINESS

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

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

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not

to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

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

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

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

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

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

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

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

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

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

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

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

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

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

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

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

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

SECTION 6: Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur.

Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

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

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

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

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

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

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

ARTICLE 11

SAFETY AND HEALTH

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

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

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

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

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

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

SECTION 7. In the event that any injury results in medical treatment beyond first aid, the Committee shall perform a root cause determination of the incident. This determination shall be initiated promptly upon receipt of relevant incident information, including the Injury Report, Supervisor's Investigation, and any available witness statements, and shall be conducted in a timely and thorough manner. Based on the findings of the root cause determination, the Committee shall prepare a written report identifying the root causes and recommending specific measures to reduce the likelihood of recurrence. This report shall be submitted to the Fire Chief within sixty (60) days of the date of the incident, unless otherwise extended by mutual agreement of the Employer and the Union. The report shall not contain any personal or identifying information of the employee involved in the incident. All findings and recommendations shall be advisory in nature and shall not constitute a basis for disciplinary action, consistent with Section 6 of this Article.

ARTICLE 12

RESIDENCY REQUIREMENTS

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

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

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

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

ARTICLE 14

PROMOTION AND REVIEW BOARD PROCEDURE

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

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

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

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

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.
2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and City holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer Promotion list will be in force for the calendar year (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the calendar year or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the calendar year or until the two highest scored eligible applicants (including ties) have been promoted, whichever is

the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

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

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

A. Written Test

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

B. Assessment Center

1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test.
2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final

Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:

- a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
 - i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
- b. Assessor's scores are then averaged and calculated into a percentage and totaled.

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

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

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

SECTION 9. Eligibility - Firefighter (Corporal)

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

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

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

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

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

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

SECTION 13. Eligibility – Major (Company Officer)

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

SECTION 14. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

SECTION 15. Eligibility – Training Captain

Applicants shall be required to have been employed with this Department for a minimum of six (6) continuous years. Applicants must have held the position of Sergeant for a minimum of one (1) year. Applicants must be certified as an IFSAC or Pro-Board Instructor 1 and Fire Officer 1. Any applicant attaining the position of Training Captain shall complete the approved Midwest City Fire Incident Command training and obtain certification as Instructor II within one (1) year of attaining the position.

SECTION 16. Eligibility - Training Chief

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

instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 17. Eligibility - Fire Prevention Officer

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

SECTION 18. Eligibility – Assistant Fire Marshal

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

SECTION 19. Eligibility - Fire Marshal

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

SECTION 20. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 21. Promotion Following Reduction in Rank

- A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.

- B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

SECTION 22. Rank and Classification

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

SECTION 23. Promotion Review Board

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

ARTICLE 15

GRIEVANCE PROCEDURE

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

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

SECTION 3.

- Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.
- Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.
- Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.
- Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response which will include a copy of the original grievance form and all additional information within six (6) calendar days.

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

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

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

parties mutually agree they each want a copy and will therefore share in the costs equally.

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

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

ARTICLE 16

VACATION LEAVE

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

A. Employees working a 40-hour workweek:

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

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

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

SECTION 2. Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and the regular number of shift hours off for 40-hour workweek workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than one hundred (100) hours in succession may be taken by 40-hour workweek workers.

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for 40-hour workweek workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for 40-hour workweek_workers shall be paid at the straight rate of hourly pay through June, 2008.

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

ARTICLE 17

INJURY LEAVE

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

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

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

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

ARTICLE 18

SICK LEAVE

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

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

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

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

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

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

SECTION 6. Upon termination of employment

- A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
- B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.
- C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:

- i. A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

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

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

ARTICLE 19

EMERGENCY LEAVE

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

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

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

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

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency leave with pay.

ARTICLE 20**VEHICLE LIABILITY INSURANCE**

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

ARTICLE 21**HOLIDAY LEAVE****SECTION 1.** 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

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

SECTION 2. 40-Hour Workweek Employees:

- A. All 40-hour workweek employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

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

Two additional days of each employee's choosing.

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

- B. If a 40-hour workweek employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing ~~3.08~~/3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.
- C. Employees working a 40-hour workweek and completing their probationary year shall have their Holiday Leave computed as accruing ~~3.08~~/3.85 hours respectively in each of the twenty-six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 40-hour workweek shift employees are required to use a minimum of ~~64~~/80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. 40-hour workweek employees may elect to be paid for up to 10 hours in the first paycheck in December and/or up to 20 hours in the second paycheck in June, respectively.

ARTICLE 22**LONGEVITY**

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

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

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

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

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

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

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

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

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

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

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

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

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

ARTICLE 24

WAGES

SECTION 1. The pay plan contained in Addendum "A" attached to this Agreement shall include the \$0.4328 in all Fire Prevention Steps to reflect movement of the Inspections and Investigation incentive to the pay plan. Additionally, Addendum "A" includes a 2.05% across the board increase.

ARTICLE 25

INCENTIVE PAY

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

SECTION 2. Deleted

Note: Members of Fire Prevention Division will receive \$.4328 per hour increase in all position steps. Members of the Suppression division currently receiving this incentive will continue to receive the incentive until their separation date.

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

SECTION 4. Deleted

Note: See Section 6

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

SECTION 6. The Employer agrees to pay \$30.00 per pay period to those employees who serve on each of the following committees: Safety, EMS, SCBA, Special Ops, Apparatus, and Honor Guard.

The Employer also agrees to pay \$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

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

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

ARTICLE 26

MINOR MAINTENANCE

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

ARTICLE 27

DUES AND SUBSCRIPTIONS

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

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, 2025, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan *Advantage PPO Network* \$267.40 for the employee, or \$525.27 for the employee and their dependent spouse, or \$356.14 for the employee and their dependent child(ren), or \$695.79 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rolup, for employee and dependent health benefits.

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

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

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

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

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

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

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

ARTICLE 29

LIFE INSURANCE

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

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

ARTICLE 30

HEALTH PHYSICAL

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

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

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

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue

will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

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

ARTICLE 31

WORKING ON PERSONAL PROPERTY

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

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

ARTICLE 32

HOURS OF WORK

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

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

SECTION 3. Personnel assigned to the Fire Prevention Division shall work a forty (40) hour average week in a 28 day work period under a two-platoon system. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

ARTICLE 33

OVERTIME AND CALLBACK

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

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

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

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

Overtime Determination

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

1. When on duty performing assigned tasks
2. Vacation time
3. Civil or military leave
4. Holidays
5. Training leave
6. Compensatory time
7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)
8. Blood leave
9. Union Leave
10. Voting Leave
11. Injury Leave
12. FMLA Hours

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

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

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

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

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

ARTICLE 34

COMPENSATION AT SEPARATION

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

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

ARTICLE 35**DRUG FREE WORKPLACE ACT**

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

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

ARTICLE 36**WAIVER**

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

ARTICLE 37**SUBSTANCE ABUSE POLICY**

The parties agree to the Substance Abuse Policy contained in Article 23 of the City of Midwest City Policy and Procedures Manual. Prior to any changes to this policy, the IAFF Local 2066 shall be given the opportunity to review and provide input on any changes.

ARTICLE 38**PENSION BENEFITS**

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

ARTICLE 39**SAVINGS CLAUSE**

SECTION 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable.

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

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

SECTION 4. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

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

SECTION 6. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

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

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

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

ARTICLE 41


DURATION OF AGREEMENT

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 2025, and shall remain in full force and effect until midnight June 30, 2026.


IN WITNESS WHEREOF, the parties set their hands this 26 day of August 2025.

ATTEST:

THE CITY OF MIDWEST CITY, OKLAHOMA



City Clerk




Mayor

ATTEST:

MIDWEST CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL #2066

Secretary



President

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY



Human Resources Director

APPROVED AS TO FORM AND LEGALITY this 26 day of August 2025.



City Attorney

ADDENDUM A: 2025-2026 FIRE PAY SCALE

EFFECTIVE 07/01/2025 Applied 2.05% Across the Board Increase

New Position of Training Captain, Moving Inspection Incentive into Fire Prevention Pay

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	56,742.41	60,653.54	64,511.96	68,399.94	69,726.09	
	BI-WEEKLY	2,182.40	2,332.83	2,481.23	2,630.77	2,681.77	
	HOURLY	19.4857	20.8288	22.1538	23.4890	23.9444	
SR. FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	73,614.07	77,487.48	81,359.59	85,233.02	89,658.24	94,083.47
	BI-WEEKLY	2,831.31	2,980.29	3,129.21	3,278.19	3,448.39	3,618.59
	HOURLY	25.2796	26.6097	27.9394	29.2696	30.7892	32.3089
SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	91,836.33	94,352.29	96,868.24	101,242.01		
	BI-WEEKLY	3,532.17	3,628.93	3,725.70	3,893.92		
	HOURLY	31.5372	32.4012	33.2652	34.7672		
LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	103,317.63	105,437.86	107,600.08	109,809.49		
	BI-WEEKLY	3,973.76	4,055.30	4,138.46	4,223.44		
	HOURLY	35.4800	36.2081	36.9506	37.7093		
CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	110,924.26	113,203.11	115,529.53	117,905.30		
	BI-WEEKLY	4,266.32	4,353.97	4,443.44	4,534.82		
	HOURLY	38.0921	38.8747	39.6736	40.4895		
MAJOR		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	120,330.80	122,806.88	125,335.68	127,916.82		
	BI-WEEKLY	4,628.11	4,723.34	4,820.60	4,919.88		
	HOURLY	41.3224	42.1727	43.0410	43.9275		
SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	130,552.42	133,243.30	135,991.23	138,739.14		
	BI-WEEKLY	5,021.25	5,124.74	5,230.43	5,336.12		
	HOURLY	44.8326	45.7566	46.7003	47.6439		

TRAINING CAPTAIN

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	110,924.26	113,203.11	115,529.53	117,905.30
BI-WEEKLY	4,266.32	4,353.97	4,443.44	4,534.82
HOURLY	53.3290	54.4246	55.5430	56.6852

TRAINING CHIEF

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	130,552.42	133,243.30	135,991.23	138,739.14
BI-WEEKLY	5,021.25	5,124.74	5,230.43	5,336.12
HOURLY	62.7656	64.0593	65.3804	66.7015

FIRE PREVENTION

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	99,974.85	102,530.09	104,852.90	107,175.49	111,839.56
BI-WEEKLY	3,845.19	3,943.47	4,032.80	4,122.13	4,301.52
HOURLY	48.0648	49.2933	50.4100	51.5267	53.7690

ASSISTANT FIRE
MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	111,980.30	114,202.06	116,466.92	118,778.26
BI-WEEKLY	4,306.93	4,392.39	4,479.50	4,568.39
HOURLY	53.8367	54.9048	55.9937	57.1049

FIRE MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	131,471.02	134,161.89	136,909.85	139,657.82
BI-WEEKLY	5,056.58	5,160.07	5,265.76	5,371.45
HOURLY	63.2072	64.5009	65.8220	67.1432



Collective Bargaining Agreement
Local 2066 / City of Midwest City

Grievance Form



Name of Grievant:

Date of Incident:

Rank:

Date Grievant Aware of Incident:

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

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

Please note the resolution requested:

Grievant Signature:

Date:

Step one (1) of the grievance process is to discuss the grievance with the employee's immediate supervisor Assistant Chief , the immediate supervisor Assistant Chief , shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.			
Immediate Supervisor Assistant Chief		Date discussed w/ Emp.	Date of written response
Step two (2) if the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.			
Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:	
Filed by:	<input type="checkbox"/> Local 2066	<input type="checkbox"/> Grievant	
Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.			
Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:	
Step four (4) if the grievance is not resolved in step 3, the employee has the right to submit his/her grievance to the City Manager in writing within six (6) days. The City Manager has six (6) calendar days to respond in writing to the employee. If the grievance is not settled in this step the union or the City can by mutual agreement ask for Mediation; if not resolved through Mediation then the union can submit the grievance for impartial arbitration in accordance with Article 15 of the CBA.			
City Manager:	Date Submitted to City Manager:	Date of the City Manager's Response:	
Please note in this section any information pertinent to the resolution of the grievance (i.e. agreements to change hearing dates or time limitations):			
Attach additional pages if needed			

The City of Midwest City

BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

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

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

			<u>Percentage</u>
I designate: _____			_____ %
Print Name	Relationship		

Address	City & St.	Zip Code	

Print Name _____ Relationship _____			_____ %

Address	City & St.	Zip Code	

Print Name _____ Relationship _____			_____ %

Address	City & St.	Zip Code	

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

I designate _____ as my contingent beneficiary.

Print Name	Relationship	

Address	City & St.	Zip

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

Print Name	Employee Signature	Date
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