

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

5:15 PM

**Roscoe J. Hatfield
Council Chambers,
Durant City Hall, 300
W. Evergreen, Durant,
OK SPECIAL
AGENDA**

June 21, 2018

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. 2017 Community Development Block Grant (CDBG) Economic Development Infrastructure Finance Grant Award 17166 CDBG -ED 87 For Water and Wastewater Infrastructure Improvements (C-2018-17) Benefitting SteelFab, Inc Facility To Create New Jobs At 446 Country Club Road.
 1. Consideration To Approve Easements Necessary For The Water And Wastewater Utility Infrastructure Improvements Serving The SteelFab, Inc. Project Related To 17166 CDBG -ED 87 (C-2018-17).
 2. Consideration To Approve Modification For The Statement Of Compliance To Ensure Compliance With Specific Grant Award Conditions Relating To 17166 CDBG-ED 87 For The SteelFab, Inc. Project.
 3. Consideration To Accept 1/4 Cent Economic Development Sales Tax Funds Pending Approved Specified Allocation By The Durant Industrial Authority To Be Contributed Towards The Water And Wastewater Utility Infrastructure Improvements Serving The SteelFab, Inc. Project Related To 17166 CDBG -ED 87 (C-2018-17).
 4. Consideration To Approve The Revised RFAP 2018-149 CONST -

Originally Approved May 8, 2018 - With Revision To Include Additional Funds From The 1/4 Cent Economic Development Sales Tax Funds Pending Approved Specified Allocation By The Durant Industrial Authority Related To 17166 CDBG -ED 87 (C-2018-17).

5. Consideration To Award Or Reject Construction Bid No. 2018-149 Contract # 1 For Lift Station Related To The SteelFab, Inc. Project To Contractor Identified In The Competitive Bid Process Contingent Upon Achieving Release Of Funds For 17166 CDBG-ED 87 (C-2018-17), Completion Of All Grant Requirements And Legal Counsel Approval.

6. Consideration To Award Or Reject Construction Bid No. 2018-149 Contract # 2 For Water And Sewer Lines Related To The SteelFab, Inc. Project To Contractor Identified In The Competitive Bid Process Contingent Upon Achieving Release Of Funds For 17166 CDBG-ED 87 (C-2018-17), Completion Of All Grant Requirements And Legal Counsel Approval.

7. Consideration To Award Construction Contract (C-2018-33) For The Lift Station Relating To 17166 CDBG-ED 87 (C-2018-17) To Contractor Identified In The Competitive Bid No. 2018-149 Process For Contract # 1 Contingent Upon Completion Of All Contract and Grant Requirements With Legal Counsel Approval.

8. Consideration To Award Construction Contract (C-2018-34) For The Water And Sewer Lines Relating To 17166 CDBG-ED 87 (C-2018-17) To Contractor Identified In The Competitive Bid No. 2018-149 Process For Contract # 2 Contingent Upon Completion Of All Contract and Grant Requirements With Legal Counsel Approval.

2. Consideration To Accept Donated Match Funds In The Amount Of \$9,640 From Durant Trails And Open Space, A Local Community Partner, To Be Utilized Specifically Towards The Cash Match Requirement For The 2016 Transportation Alternative Project (TAP) Rails To Trails Phase 1 Grant Award TAPS-2983-(004)TP State Job No. 32983 (04) From The OK Department Of Transportation In The Amount Of \$ 396,630. (C-2017-25)

3. Consider Approval of IAFF, Local 3061 Fiscal Year 2018-19 Collective Bargaining Agreement and Authorize Mayor to Sign, or take any other appropriate action.

4. Executive Session

a. Consider Executive Session to Discuss Hiring of City Treasurer (This Executive Session Authorized by Title 25, Section 307 B(1) of the Oklahoma State Statutes)

b. Consider Action Pursuant to 4(a) Above

ADJOURNMENT
CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 12th day of June, 2018 and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 19th day of June, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Grants Department

Memorandum

Date: 6/18/2018
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: 2017 Community Development Block Grant (CDBG) Economic Development Infrastructure Finance Grant Award 17166 CDBG -ED 87 For Water and Wastewater Infrastructure Improvements (C-2018-17) Benefitting SteelFab, Inc Facility To Create New Jobs At 446 Country Club Road.

1. Consideration To Approve Easements Necessary For The Water And Wastewater Utility Infrastructure Improvements Serving The SteelFab, Inc. Project Related To 17166 CDBG -ED 87 (C-2018-17).
2. Consideration To Approve Modification For The Statement Of Compliance To Ensure Compliance With Specific Grant Award Conditions Relating To 17166 CDBG-ED 87 For The SteelFab, Inc. Project.
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4. Consideration To Approve The Revised RFAP 2018-149 CONST - Originally Approved May 8, 2018 - With Revision To Include Additional Funds From The 1/4 Cent Economic Development Sales Tax Funds Pending Approved Specified Allocation By The Durant Industrial Authority Related To 17166 CDBG -ED 87 (C-2018-17).
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6. Consideration To Award Or Reject Construction Bid No. 2018-149 Contract # 2 For Water And Sewer Lines Related To The SteelFab, Inc. Project To Contractor Identified In The Competitive Bid Process Contingent Upon Achieving Release Of Funds For 17166 CDBG-ED 87 (C-2018-17), Completion Of All Grant

Requirements And Legal Counsel Approval.

7. Consideration To Award Construction Contract (C-2018-33) For The Lift Station Relating To 17166 CDBG-ED 87 (C-2018-17) To Contractor Identified In The Competitive Bid No. 2018-149 Process For Contract # 1 Contingent Upon Completion Of All Contract and Grant Requirements With Legal Counsel Approval.

8. Consideration To Award Construction Contract (C-2018-34) For The Water And Sewer Lines Relating To 17166 CDBG-ED 87 (C-2018-17) To Contractor Identified In The Competitive Bid No. 2018-149 Process For Contract # 2 Contingent Upon Completion Of All Contract and Grant Requirements With Legal Counsel Approval.

Tom Marcum is preparing the easements to be available for the special mtg.

Upon approval of the easements, the Statement of Compliance, can be completed.

The attached REVISED RFAP 2018-149 includes the additional \$180,000 needed for construction based upon the submitted bid proposal(s) being considered for award. This additional funding is pending the DIA approval of the 1/4 Cent Economic Development Sales Tax Funds

Rebecca is waiting on additional information from the project engineer necessary for the two bid awards.

The identified contractor for the water and sewer lines, is completing necessary items required by CDBG guidelines. If everything is in order before the council mtg, the bid award information will be presented for consideration to approve.

Council Information / Action Requested

Consider approval of each listed item individually.

City Staff Information / Action Follow-up, if Council authorizes this action:

Becca will complete the items required for Release of Funds and to expedite the construction.

ATTACHMENTS:

Description	Type	Upload Date
REVISED Statement of Compliance 17166 CDBG SteelFab	Cover Memo	6/18/2018
REVISED RFAP 2018-149 CONST	Cover Memo	6/19/2018

STATEMENT OF COMPLIANCE

AS REQUIRED BY THE 2017 OKLAHOMA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT - ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCE (CDBG-EDIF) CONTRACT NO. 17166 CDBG ED 87 SPECIAL CONDITIONS

It is the determination and decision of the City of Durant, Oklahoma that:

1. The City of Durant has and will comply with all Federal and Oklahoma Procurement Procedures requirements for all professional service contracts (including administration and engineering contracts) and public infrastructure construction contracts funded either in part or in whole by the **17166 CDBG ED 87** grant contract.
2. The City of Durant has not and will not use the funds from the **17166 CDBG ED 87** grant contract to reimburse the City for ineligible costs incurred prior to or after the release of funds date as determined by the Oklahoma Department of Commerce. The City of Durant has not and will not start construction of the **17166 CDBG ED 87** grant contract funded components with other funds and then reimburse those funds when the 2017 CDBG-EDIF assistance begins. The City of Durant has not and will not use **17166 CDBG ED 87** grant contract funds for force account work.
3. The City of Durant has all easements, right-of-ways and real property required for the construction of the public infrastructure as identified in the **17166 CDBG ED 87** grant contract and related documents.
4. The City of Durant will comply with all items listed in the Specific Terms and Special Conditions of the **17166 CDBG ED 87** grant contract.

CERTIFIED THIS **12th DAY OF JUNE 2018** AT A REGULAR CITY COUNCIL MEETING.

Jerry L. Tomlinson, Mayor

ATTEST:

Cynthia Price, City Clerk

STEELFAB, INC.
17166 CDBG-ED 87

SPEND/CNTRCT#
 INCODE PROJ# 650
 RFAP# 2018-149 CONST
 2017 STEELFAB 17166 CDBG-ED

REV

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item

- 1 Item planned for spending (provide details):

Construction for the Water and Wastewater Infrastructure Improvements serving the SteelFab, Inc. new facility.
 Financial obligations, contracts or any expenditures related specifically to the water / wastewater infrastructure construction are Contingent Upon Receiving Oklahoma Department Of Commerce Approval Of The Removal Of Contract Conditions To Achieve Release Of Funds For 17166 CDBG-ED 87.

- 2 Department requesting authorization:

Grants Department

- 3 Bidding recommendation (award or reject along with name and contact information of vendor):

Bidding has not occurred.

SEALED BID OPENING JUNE 7.
 IDENTIFIED CONTRACTOR IS PENDING.

- 4 Estimated Purchase Date (M/D/Y):

June 1, 2018

- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)

NA

- 6 Is this item included in the current FY budget (Yes/No)

Yes

- 7 GL account code:

250-136-596-60.02

- 8 Spending / purchase request details (complete below blanks):

8a Amount requested to spend **882,715 (GRANT) + 180,000 (1/4 CENT ED SALES TAX)**

\$882,715.00 **\$1,062,715**

- 8b Item (new or replacement, if a capital item complete fixed asset form)?

New

- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?

No

If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)

- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review

No

- 8e Does the purchase involve Grant Funding (Yes or No) **17166 CDBG-ED 87 (C-2018-17)**
(Accepted by city council on April 4, 2018 during a Special Council Meeting)

Yes

- 8f What is the City Cash Match for the Grant **NONE**

\$0.00

- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

1/4 CENT ECONOMIC DEVELOPMENT SALES TAX FUND \$180,000

- 9 Purchase is Planned By (complete appropriate item(s) below):

- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):

All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines.

- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:

Bidding has not occurred. All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines. SEALED BID OPENING: JUNE 7 -

- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines.

SPEND/CNTRCT#
INCODE PROJ# 650RFAP# 2018-149 CONST
2017 STEELFAB 17166 CDBG-ED

REV

- 9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines.

- 9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

RFAP 2018-149 ENG (April 10, 2018 Council approved Engineer Service Work Order DU-17-02) RFAP 2018-149 PERMITS

- 9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines.

- 9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

All purchasing required for infrastructure improvements will follow the CDBG and city procurement guidelines.

- 10 Signature & date blocks (complete appropriate sections):

10a Signature of Grants Administrator (if applicable) *Rebecca Collins*

date (M/D/Y):

REVISION
JUNE 19, 2018
MAY 4, 2018

10b Signature Department Head

date (M/D/Y):

10c Signature of Division Head

date (M/D/Y):

10d Signature of Budget Administrator

date (M/D/Y):

10e Signature of Project Manager

date (M/D/Y):

10f Signature of City Treasurer

date (M/D/Y):

10g Signature of City Manager (only over \$2,000)

date (M/D/Y):

11h City Manager Comments:



The City of Durant

Grants Department

Memorandum

Date: 6/18/2018
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Accept Donated Match Funds In The Amount Of \$9,640 From Durant Trails And Open Space, A Local Community Partner, To Be Utilized Specifically Towards The Cash Match Requirement For The 2016 Transportation Alternative Project (TAP) Rails To Trails Phase 1 Grant Award TAPS-2983-(004)TP State Job No. 32983 (04) From The OK Department Of Transportation In The Amount Of \$ 396,630. (C-2017-25)

The required 20% match for the Rails To Trails is divided into two parts - and the Engineering portion is \$29,640. In December 2017, the Council accepted the DTOS organization's donation of \$20,000 towards the project match for engineering services. DTOS committed to provide the balance of the required 20% match in the amount of \$9,640 by June 30.

The project match balance of \$69,518 for construction will be due during the bid process, which is expected in early 2019. This will also be provided by a commitment from DTOS.

Council Information / Action Requested

Consider accepting donation of the \$9,640 from DTOS.

City Staff Information / Action Follow-up, if Council authorizes this action:

These donated funds will reimburse the city for the payments issued to ODOT in December 2017 and March 2018 in the amount of \$ 29,640 towards the 20% match requirement.

NEXT STEP: Engineer design. This is expected to be presented to ODOT for approval in late Fall 2018 / Winter 2019.



The City of Durant

Deputy City Manager of Administration

Memorandum

Date: 6/19/2018
To: Mayor and City Council
From: Greg Buckley, Director of Administrative Services
Re: Consider Approval of IAFF, Local 3061 Fiscal Year 2018-19 Collective Bargaining Agreement and Authorize Mayor to Sign, or take any other appropriate action.

The City and the Union Negotiating team met and addressed several items within the proposed FY 2018-19 Collective Bargaining Agreement. The parties discussed nine (9) Articles within the Agreement. A majority of the changes were procedural and simple language clean-up. Of note the Agreement includes: 1.5% COLA to the Wage Table; rolled the Uniform cleaning allowance into base wages; incorporated three (3) training course into base wages making them job requirements and expanded the number of allowed courses for incentive, not increasing the maximum incentive amount.

Council Information / Action Requested

Approve IAFF, Local 3061 Fiscal Year 2018-19 Collective Bargaining Agreement and Authorize Mayor to Sign, subject to Local 3061 ratification.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
IAFF CBA FY 2018-19 Draft	Exhibit	6/19/2018

AGREEMENT BETWEEN

CITY OF DURANT, OKLAHOMA, EMPLOYER

AND

LOCAL 3061, INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS, UNION

AFL-CIO/CLC, BARGAINING AGENT

FISCAL YEAR 2018 - 2019

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ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF DURANT, OKLAHOMA, hereinafter referred to as EMPLOYER, and LOCAL NO. 3061, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO/CLC, hereinafter referred to as UNION, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this agreement.

ARTICLE 2 AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. This Agreement shall become effective on July 1, 2018, and shall have a one-year term, through June 30, 2019.

Section 3. Whenever wages, rate of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union or the Employer requesting a meeting for purpose of collective bargaining.

Section 5. In the event the Union and the Employer are unable, within thirty (30) business days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues may be submitted to arbitration at the request of either party.

ARTICLE 3 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all permanent firefighters of the Fire Department, except the Fire Chief and one designated Administrative Assistant.

Title II Article LI Sec. 51-102-1. Definition of a Firefighter:

"Fire fighters and police officers" shall mean the permanent paid members of any fire department or police department in any municipality within the State of Oklahoma but shall not include the chief of police and an administrative assistant and the chief of the fire department and an administrative assistant. The administrative assistant shall be that person so designated by the chief of the police department. "Police officers" as used herein shall be those persons as defined in Section 11-50-101 of this title.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President or his designated representative may report an impending grievance to the Fire Chief in an effort to forestall its occurrence; however the timeframes for filing a grievance under Section 1 shall only be waived or delayed through an agreement in writing between the parties.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement and/or concerning any of the terms or conditions of employment contained in this Agreement, including discipline and discharge, shall be adjusted in the following manner.

3.A. The grievance shall be discussed by the employee(s) involved with the Chief or his designated representative. Said employee's Union President or his designated representative may be present at said discussion. The answer to the grievance shall be orally submitted by the Chief or his designated representative within ten (10) business days to the employee(s) involved and to the Union President.

- 3.B. If the grievance is not settled by the provisions of Section 3A, it shall be submitted in writing to the Union Grievance Committee. Within five (5) business days from the oral answer rendered by the Chief or his designated representative, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.
- 3.B.(1) If the Union Grievance Committee finds a grievance does exist, the Committee shall submit the grievance in writing to the Fire Chief for adjustment within seven (7) business days of the Chief's oral grievance response.
- 3.B.(2) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- 3.C. The Fire Chief shall submit his answer in writing to the employee(s) involved and to the Union Grievance Committee within five (5) business days after receipt of the written grievance, (if any). If the grievance is not settled by the Chief's written grievance response, the grievance shall be sent in writing to the City Manager for an answer within five (5) business days after the date of the Chief's written response.
- 3.D. The City Manager shall submit his answer to the grievance in writing to the Fire Chief, the employee(s) involved, and the Union Grievance Committee within five (5) business days after receipt of the Union Grievance Committee's written grievance. If the Union Grievance Committee determines the City Manager's response has not resolved the grievance, the Union shall, within five (5) business days of the City Manager's response, provide written notice of intent to submit the grievance dispute to grievance arbitration for adjustment as follows:
- 3.D.(1) The parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service within five (5) business days from the date of the Union's notice to arbitrate the issue.
- 3.D.(2) Within ten (10) business days from the receipt of such list, a representative of the Union and Employer shall meet and alternately strike arbitrator names until the last arbitrator's name remains. That arbitrator shall be selected as the impartial arbitrator. Employer shall strike the first name.
- 3.D.(3) The parties shall provide notice to the FMCS of the arbitrator's selection within five (5) business days of the above arbitrator selection process and a hearing shall be

requested to be held within no more than sixty (60) days from the FMCS notice.

- 3.D.(4) Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed, emailed or delivered to the Union and the Employer.
- 3.D.(5) With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- 3.D.(6) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- 3.D.(7) 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 requesting the transcript shall pay for it or the parties may agree to share in the costs and both receive a copy of the transcript.

Section 4. All time limits set forth in this Article may be extended in writing by mutual consent, but if not so extended, they must be strictly observed. Unless the time limits are mutually extended by the parties, in the event the Union misses a time limit then the matter shall be considered settled/closed, if the City misses a time limit the grievance shall be considered denied and if appropriate be advanced to the next step.

Section 5. 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 to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any Court or other appeal forum.

Section 6. In the event the City should find it necessary to file a grievance against the Union, then the City shall present the grievance to the President of the Union, or his designee, in writing. The Union shall respond in writing within ten (10) business days of receipt. If the grievance is not settled by the Union's response, the City may proceed to Step 3 D. (Except City and Union roles shall reverse.)

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the powers or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are 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.

Section 2. 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 ordinances and regulations promulgated by the City of Durant. These rights include, but are not limited to:

- 2.A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- 2.B. The right to assign working hours, including overtime;
- 2.C. The right to establish, modify or change work schedules, manning of shifts, assignments, etc.;
- 2.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;
- 2.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;
- 2.F. The determination of safety, health and property protection measures for the Fire Department;
- 2.G. The allocation and assignment of work to all members within the Fire Department;
- 2.H. The sole judge to the qualifications of applicants and training of employees;
- 2.I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;

- 2.J. The establishment and enforcement of Fire Department rules, regulations, and orders;
- 2.K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- 2.L. The determination of the amount of supervision necessary;
- 2.M. The control of the departmental budget;
- 2.N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- 2.O. The right to relieve employees from duties because of lack of work, funds, or other legitimate reasons;
- 2.P. Organization of City government;
- 2.Q. Other matters as covered by the Personnel Manual that are not in conflict with provisions of this Agreement.

ARTICLE 6 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 any negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

ARTICLE 7 PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strikes, work slowdowns, mass absenteeism, or being a party to such activities.

Section 2. Upon notification confirmed in writing by the Employer to the Union that certain of its members are engaged in a job action, the Union shall immediately, in writing, order such members to cease the job action and return to work at once and provide the Employer with a copy of such an order. Additionally, a responsible official of

the Union shall publicly order all employees participating in a job action to cease such action.

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

ARTICLE 8 PERSONNEL FILES

Section 1. A copy of all personnel records for a Fire Fighter concerning an investigation, complaint, reprimand, counseling sessions for violations of any rule, regulation, or policy within the City or Department or any other information or documentation which might be considered as being detrimental to the Fire Fighter's position advancement or future With the Department shall be furnished to the employee within three (3) days from the date of such action.

Section 2. A Fire Fighter shall be allowed to review his personnel file under supervision at any reasonable time upon written request to the Fire Chief.

ARTICLE 9 SENIORITY

Section 1. Seniority shall be defined as the length of service in the Fire Department of an employee calculated from the most recent date of his employment. If two or more employees began employment on the same date, then their seniority shall be determined by the composite score when hired.

Section 2. Article 38 provides a summary of job descriptions, responsibilities, duties and requirements for all positions within the bargaining unit. Any changes in the job descriptions will be by mutual Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidations, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 11 REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold one regular monthly meeting and three special meetings each fiscal year on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting, said approval shall not be unreasonably denied.

Section 2. The Union and the Employer agree that bargaining unit members on duty at the sub-stations shall be allowed to attend all regular and special Union meetings.

Section 3. All regular and special meetings shall be set for 5:00 p.m. or later, and shall end by or prior to 10:00 p.m.

ARTICLE 12 DUES CHECK OFF

Section 1. The Employer agrees to deduct, each month, Union dues in an amount certified to be correct by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that deductions be made; and such deductions shall continue until the employee requests in writing that deductions cease. All deductions will be for the month in which they are taken.

Section 2. The Employer shall remit, each month, the total amount of deductions to the Secretary-Treasurer of the Union. The Union shall pay the Employer a reasonable bookkeeping fee each month of five percent (5%) of the total amount of deductions.

Section 3. As to the deductions for dues the Union agrees: to be responsible for refunding any deductions which are refundable when an employee terminates or resigns; to be responsible for making a proper adjustment with the employee affected if the Employer makes an error or improper deduction; to indemnify, defend and hold the Employer harmless as to claims made, or suits instituted, against the Employer on account of payroll deductions for Union dues.

ARTICLE 13 BULLETIN BOARDS

Section 1. The Employer shall allow the Union to maintain a bulletin board at the Durant Central Fire Station not to exceed 48" x 48" in size. This board shall be used only for the following materials:

- 1.A. Union meetings;
- 1.B. Union elections;
- 1.C. Recreational and social affairs;
- 1.D. Reports of Union committees;
- 1.E. International Association of Fire Fighters and State Association notices;
- 1.F. Legislative enactments and judicial decisions affecting employees;
- 1.G. Minutes of Union meetings which do not violate the provisions of the following paragraph.

Section 2. Materials shall not contain anything reflecting upon the Employer or any of its employees.

ARTICLE 14 SAFETY AND HEALTH COMMITTEE

Section 1. The Union agrees to appoint two (2) members and the Employer agrees to appoint two (2) members to comprise the Joint Safety and Health Committee. The Union and the Employer agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results or surveys and/or studies, new forms, procedures, materials, equipment and any new concept in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and the Union.

Section 3. Committee members shall also be granted time off with pay to conduct investigations of safety and health problems with permission of the Fire Chief.

Section 4. All recommendations and reports from the Joint Safety and Health Committee shall be in writing and copies submitted to the Employer and Union.

ARTICLE 15 TRAINING POLICY

Section 1. Training will primarily be conducted on Tuesdays, Wednesdays and Thursdays at a minimum to consist of: one (1) hour of map study on streets, hydrants and addresses; two (2) hours on subject matter of the month, including practical factors training; and one (1) hour of physical fitness program. A committee to set the training policy will consist of the Executive Board and two (2) members appointed by the Employer.

Section 2. Apparatus and streets tests will only be given to those with less than three (3) years service, except and unless there is an unusual, observed or notified potential safety or operational issue. For those with more than three (3) years service, the Fire Chief, with input and or discussion with the Union President or designee(s) of the Executive Board, shall determine the appropriate additional and/or remedial training. In such cases, the reasons for such training shall be able to be articulated to the employee and/or Union upon inquiry and such reasons shall not be arbitrary, capricious or discriminatory. All other activities will continue after training has been completed.

ARTICLE 16 UNION BUSINESS

Section 1. It is understood that Union business shall not be conducted on the Employer's premises during regular working hours except to investigate grievances, attend negotiation meetings and/or Labor/Management meetings. The above activities will be permitted provided there are not uncompleted duties or work and provided it does not interfere with the operations of the Fire Department.

Section 2. The Union shall be granted time not to exceed four (4) shifts with pay per year to perform Union functions, including attendance at conventions, conferences and seminars. Two additional shifts shall be granted for the IAFF Convention to be held in August of each year. This time shall not interfere with the normal operations of the Fire Department.

ARTICLE 17

UNIFORMS

Section 1. The Employer shall provide bunker gear, station uniforms and safety clothing to members of the bargaining unit at no cost to the employee and bunker gear and safety clothing shall meet NFPA standards as approved by the Safety and Health Committee. Station uniforms provided by the Employer at no cost to the employee shall be 100% cotton or other material as approved by the Safety and Health Committee.

Section 2. The Employer will additionally provide shorts and t-shirts to each member of the bargaining unit. These may be worn after 5:00 p.m. Monday through Friday and on weekends. An allowance for footwear has been included in wages and shall be provided by the employee.

Section 3. The City and the bargaining unit are in agreement that, as budgetary resources are specifically made available/appropriated by action of the City Manager and City Council, Class A Uniforms are desired to be added to the clothing provided by the City to Employees.

Section 4 The Chief or his designee shall provide replacement clothing items when current bunker gear, pants, shorts or shirts are torn or damaged through normal wear and tear and/or job duties. Additionally, these same replacement clothing items shall be made available to the employee when clothing items become worn to the point that discoloration or department standards are not being maintained as determined by the Chief or his designee.

ARTICLE 18

WAGE ADJUSTMENT

Section 1. The Employer agrees to pay 0.7% longevity of completed years of service, with a cap of twenty (20) years for all bargaining unit members as of July 1, 1999.

Section 2. Incentive and Bonus Pay – A schedule listing for incentive and bonus pay is listed in Article 19.

Section 3. Wages are identified on the Wage Table (Appendix B).

ARTICLE 19

INCENTIVE AND BONUS PAY AND OTHER ALLOWANCES

Section 1. The Fire Marshal shall receive a cell phone allowance of \$35 per month.

Section 2. Eligible members of the Bargaining Unit shall receive incentive pay and bonus pay as benchmarks are met in accordance with the following schedule:

City of Durant and Firefighters Local 3061 Incentive and Bonus Pay for Benchmarks Met and Other Allowances One Year Contract

Monthly Incentive Pay	<u>FY 2018-19</u>
¹ Instructor Level 1 *	50
¹ Instructor Level 2 *	50
Arson Investigation	50
¹ Fire Officer 1 *	50
¹ Fire Officer 2 *	50
HazMat Tech	50
² NFA Leadership I, II, III: Strategies for Company Success	50
Confined Space Operations	50
Confined Space Technician	50
Structural Collapse Operations	50
Structural Collapse Technician	50
Swiftwater Rescue Technician	50
Swiftwater Rescue Operations	50
Trench Rescue Technician	50
Trench Rescue Operations	50
Vehicle Rescue Technician	50
Vehicle Rescue Operations	50
INCENTIVE PAY CAP	350 /month**

Monthly Bonus Pay	
EMT Basic	100
EMT Intermediate	125
EMT Paramedic	200
³ Associate or 62 hrs ***	25
³ BS or BA ***	50
³ Fire Service Degree (BS) ***	75

Other Allowances	
Fire Marshal Cell Phone Allowance	\$35/month

- ¹ Incentive pay for these training incentives limited to the first six Fire Department bargaining unit members per year to be certified, who have been authorized for this training by the Fire Chief.
- ² All three NFA Leadership classes must be completed in order to earn \$50/month.
- ³ Education bonus pay shall be paid for highest level of education achieved only.
- ⁴ Effective FY 2011-12 (*Memorandum of Understanding 2011-12-1 approved by the City Council*), the following shall apply to the Fire Marshal position. The Fire Marshal shall ONLY receive incentive pay for Cleet Certification. Additionally, the Fire Marshal position shall be the only member of the bargaining unit eligible for incentive pay for Cleet Certification. Bonus pay will be granted to the Fire Marshal in the amounts stated above for Associates, BS, BA, BS in Fire Service, Advanced Arson Investigation, EMT Basic or Intermediate/Advanced, or EMT Paramedic. The Fire Marshal shall be the only member of the bargaining unit eligible for bonus pay for Advanced Arson Investigation. Advanced Arson Investigation course curriculum to be approved by the Fire Chief prior to enrollment.

Note: Incentive pay for categories without an asterisk (*) are not limited in number, but scheduling of training for Fire Department bargaining unit members shall be approved by the Fire Chief to maintain constant manning and in accordance with the training priorities of the department. Maximum monthly incentive pay shall be \$350.

ARTICLE 20 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. 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 3. Any appendices of this Agreement shall be numbered, dated and signed by the Employer and the Union and shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that all time limits found in this Agreement may be extended by mutual concurrence, but if not extended, they must be strictly adhered to.

ARTICLE 21 CALLBACK

Section 1. All members of the bargaining unit will be paid overtime and callback for emergencies, and will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at one and one-half (1 ½) times their regular hourly rate.

Section 2. Required off-duty training of Fire Department meetings will be paid at one and one-half (1 ½) times their regular hourly rate of pay in accordance with FLSA regulations.

Section 3. Department personnel assigned to "on-call status" shall be compensated at the rate of one and one-half (1 ½) times his time worked, for a minimum of two (2) hours if called back. Compensation shall be paid in accordance with FLSA regulations.

ARTICLE 22 INSURANCE

Section 1. It is agreed that members of the bargaining unit will, at all times, receive coverage and benefits under the City of Durant health insurance program equal to the coverage and benefits provided other City employees.

ARTICLE 23 CONSTANT MANNING

Section 1. Constant manning levels will be maintained on each shift at all times when more than three (3) members of the bargaining unit are off due to holiday, vacation, training leave, sick leave, and/or other approved leave.

Section 2. A voluntary constant manning list will be used to call from when manning drops below the eight (8) fire fighters per shift.

Section 3. Constant manning pay will be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay.

Section 4. These rules and regulations will be followed when using constant manning list to call in personnel.

The first person eligible to work whose name is on the voluntary constant manning list is to be notified by Blackboard Connect and asked to come in for call back time. In the event Blackboard Connect is not operational, a telephone call may be used for notification of call back members. If that person does not notify the Fire Department within five minutes and confirm that he/she is in route, they will be dropped to the bottom of the list and the next person will be notified. The first person who is contacted by the department will be required to standby to work in the event that no one on the list wishes to work. Anyone who is on vacation, holiday or any other scheduled department leave will be eligible to work, but will not be dropped for failure to work or for not responding to the notification. Definition for eligibility to work shall be defined as any person who is on the voluntary constant manning list and is not on duty that day.

ARTICLE 24 WORKING ON PERSONAL PROPERTY

Section 1. The Employer and the Union agree that members will not pull vehicles (cars, trucks), boats, or trailers inside the fire station. It is also agreed that bargaining unit members shall not use hand tools owned by the City to work on personal property.

ARTICLE 25 PURCHASING COMMITTEE

Section 1. On the effective date of this Agreement the Union will notify the Fire Chief of their selection of representatives to participate in a five-member Purchasing Committee, which will include three (3) members selected by the bargaining unit and two (2) members selected by the Fire Chief. The Committee is to study, advise, and make recommendations for the purchase of any new firefighting equipment.

ARTICLE 26 PROMOTIONAL POLICY

Section 1. Promotional qualifications for each position in the bargaining unit are as follows:

1.A.	<u>Rank</u>	<u>Certification Required</u>
	Firefighter	Firefighter I & II Certification required before end of probationary period
	Driver	Successful completion of Apparatus Operation Driving Course
	Lieutenant	Instructor I & Fire Officer I
	Captain	Instructor Level II or Public Information Officer & Fire Officer II & Arson Investigation (minimum 40hrs)
	Battalion Chief	All the above.

Note: To promote to the next higher rank, candidate must have satisfied all preceding prerequisites. For rank of Captain, an option is given between Instructor Level II or Public Information Officer. Fire Officer II & Arson Investigation is required. As of the approval date of the FY 2013-2016 contract, officers currently holding the position of Battalion Chief are exempt from the requirements stated above.

1.B. All promotional requirements for Lieutenant, Captain, and Battalion Chief positions shall be based on completion of the certification for the rank as administered by the Oklahoma State University Fire Training Service or other nationally accredited fire service program approved by the Fire Chief. Up to one year from date of appointment will be allowed to complete required certifications. If certifications are not completed by the end of one year, that member will drop back to the previous rank and the next senior member with time in rank will be promoted. Upon Promotion to one of these ranks, there shall be an increase in salary to the promoted individual of not less than 5%.

- 1.C. In the event OSU required courses are not available for candidate to take within one year of appointment to new rank, candidates will be allowed to complete required courses as they become available. If candidate is unable to enroll in courses due to capacity limitations or course is cancelled because of lack of students, candidate will be allowed to retain position until courses become available.

Section 2. No fire fighters having exercised his right to decline a promotion prior to the approval date of this contract shall be penalized for that decision in the next available promotion offered him. Seniority for promotion with the above-described exception shall be determined by continuous time in rank. The individual having the longest continuous time in the highest rank shall have seniority over those having discontinuous, nonconcurrent, or lower ranking positions.

ARTICLE 27 WORK SCHEDULE

Section 1. All members of the bargaining unit who work 24-hour shifts shall be scheduled to work nine (9) shifts each 27-day pay period. Each member of the bargaining unit shall be paid one-half ($\frac{1}{2}$) hour over time for all hours actually worked greater than two hundred four (204) hours, up to two hundred sixteen (216) hours per pay period. All hours actually worked in excess of two hundred sixteen (216) hours shall be paid at one and one-half ($1\frac{1}{2}$) times their regular rate of pay for each hour worked. All overtime shall be in compliance with the Fair Labor Standards Act.

The Fire Marshal position shall retain exempt status as defined by the Fair Labor Standards Act for administrative personnel. The regular work schedule for the Fire Marshal shall be Monday through Friday, 8:00am to 5:00pm with a one-hour lunch in order to best serve the needs of the community. The Fire Marshal shall conduct investigations and/or other departmental activity outside the above mentioned work schedule as necessary or as directed by the Fire Chief.

ARTICLE 28 COMPENSATORY TIME

Section 1. All compensatory time shall be in accordance with the Fair Labor Standards Act as administered by the U.S. Department of Labor.

ARTICLE 29 HOLIDAYS

Section 1. Bargaining unit members shall receive twelve (12) paid holidays during each year of service to the Fire Department.

ARTICLE 30 SICK LEAVE

Section 1. On January 1st of each year the Employer agrees that all bargaining unit members shall receive two hundred sixteen (216) hours of banked sick leave for use during the calendar year, with the exception of the Fire Marshal who shall accrue sick leave at a rate of eighty (80) hours per year.

Section 2. Bargaining unit members shall be allowed to carry over or accumulate unused sick leave from year to year. The maximum carry over or accumulation allowed at year end, December 31st, shall be eight hundred (800) hours for the Fire Marshal, and two thousand, one hundred sixty (2,160) hours for all other members of the bargaining unit.

Section 3. The Employer agrees to buy all accumulated leave in excess of eight hundred (800) hours for the Fire Marshal, and two thousand, one hundred sixty (2,160) hours for all other members, as recorded on December 31st at a rate of one (1) hour pay for every three (3) hours of excess accumulated sick leave. The Employer shall pay bargaining unit members for excess sick leave on the pay period following on the 1st day of January.

Section 4. The Employer agrees to buy back sick leave for employees retiring with over twenty (20) years of service at the rate of one (1) hour of buy-back credit for each five (5) hours of accumulated sick leave [four hundred and eighty (480) hours or two (2) months pay possible].

Section 5. The Fire Marshal shall accrue sick leave at a rate of 80 hours per year. Any unused sick leave accumulated over 800 hours shall be converted to pay at a rate of three (3) hours of sick leave for one (1) hour of pay at the employee's current rate.

ARTICLE 31 VACATION LEAVE

Sections 1 and 2 of this Article shall apply to all bargaining unit members with the exception of the Fire Marshal. Section 3 of this Article shall address vacation leave for the Fire Marshal.

Section 1. The parties agree that bargaining unit employees shall be granted the following shifts and hours of vacation leave with pay each complete year in which they have been in municipal service:

Bargaining Unit Employees' Years of Service	Each complete year in municipal service shall	
	...receive Shifts	... receive hours of Vacation Leave with pay
New Employee	--	<i>Not eligible to take earned vacation time off until completion of 9 months' service</i>
Less than 10 years	9	216 hours
More than 10 years (<i>but less than 15 years</i>)	12	288 hours
Over 15 years	15	360 hours

Section 2. Vacation leave shall not accrue to more than sixty (60) days.

Section 3. The Fire Marshal shall receive vacation leave with pay each complete year in which he or she has been in service:

Fire Marshal's Municipal Years of Service	Each complete year in service shall	
	... receive hours of	Vacation Leave with pay
New Employee		<i>Not eligible to take earned vacation time off until completion of 9 months' service</i>
Less than 10 years		80 hours
More than 10 years (<i>but less than 15 years</i>)		120 hours
Over 15 years		160 hours

Section 4. Guidelines for all employee vacation leave are as follows:

- 4.A. Earned vacation leave shall accrue bi-weekly; however, new employees shall not be eligible to take earned vacation time off until after completion of nine (9) months' service.
- 4.B. Vacation leave shall not accrue to more than 480 hours (60 days)

- 4.C. The Fire Chief shall approve all vacation requests, provided that operating requirements of the Fire Department are met.

Section 5. As soon as possible after January 1st of each year, the department head of each department shall post a sign-up sheet for employees to schedule their vacation for the calendar year. The department head shall approve all vacation requests, provided that operating requirements of the Employer are met. In case of conflict where two (2) or more employees desire to schedule vacations at the same time and not all requests can be granted, the employee with the most seniority shall have priority.

Section 6. An authorized Employer holiday shall not constitute a vacation day and whenever an authorized holiday falls within an employee's vacation, he will be entitled to one additional day off.

Section 7. Bargaining unit members shall be allowed to schedule vacation leave at their discretion subject to the above requirements and that leave be taken in twenty-four (24) hour increments or one (1) shift up to a maximum of seven (7) shifts at any one time.

Section 8. When minimum staffing requirements are exceeded, a member of the bargaining unit will be able to take vacation leave in one (1) hour increments (2 hours minimum) with the approval of officer in charge.

ARTICLE 32 WORKERS' COMPENSATION

Section 1. Members of the bargaining unit shall be entitled to the same workers' compensation program as other City employees. In the event that the Employer establishes a Certified Workplace Plan for Workers' Compensation for City employees, all members of the Fire Department bargaining unit shall be included in this plan. The bargaining unit shall have the right to approve the provider network before implementation of this section.

ARTICLE 33 PROBATIONARY PERIOD FOR FIRE FIGHTERS

Section 1. Probationary employees are employees working toward regular status and will become a regular classified employee at the end of one (1) year unless terminated on receiving an unfavorable recommendation by the Fire Chief. Probationary employees shall not move above the rank of fire fighter. This period should be used to

observe and evaluate new employees. The probationary fire fighter shall receive an evaluation every three (3) months for the duration of his or her probationary period. This evaluation will be documented and placed on file.

Section 2. During the probationary period, the Fire Chief may remove a probationary employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his continuance in the service. No appeal right shall be allowed, and the terminated probationary employee will not be eligible for rehire. A probationary employee is excluded from the bargaining unit for one (1) year, until the employee is given regular status.

Section 3. At the end of one (1) year, the employee shall be given regular status. The employee will be eligible for a step increase at the end of twelve (12) months.

ARTICLE 34 DRESS CODE

Section 1. The parties agree that in line with law under OSHA Standards, Employees must not have facial hair or haircuts in general that would allow hair grooming and growth that “interferes with the use of SCBA”. Employees shall be allowed to have short haircut styles, mustaches, sideburns and small goatees that are trimmed in such a manner so that no hair interferes with the sealing surface of a SCBA respirator when in use. The parties agree the objective of this requirement is that trimmed hair shall present no hazard and does not violate OSHA standards.

Section 2. Body puncture/jewelry and non-offensive tattoos are allowed by the DFD so long as the body puncture/jewelry is not visible outside of clothing and the tattoos are not on an Employee’s face or upper neck. Further, if the Chief or designee unilaterally determine that a tattoo does not generally meet DFD management’s determination of being “non-offensive,” the employee will be required to keep the tattoo covered with a sleeve and/or have the tattoo removed/modified at the choice of the employee. (However, the sleeve order would remain in effect unless and until removal/modification is completed by the employee). The Fire Chief or designee while determining if a tattoo meets management’s determination of being “non-offensive” will seek input or have discussion with the Union President or designee(s) of the Executive Board.

ARTICLE 35 LAUNDRY

Section 1. The members of the bargaining unit agree to do all laundering of linens in the station. Laundry day shall be Monday. The Employer will provide a washer and dryer for the bargaining unit to use.

ARTICLE 36 DRUG TESTING AND ASSISTANCE PROGRAM

Section 1. The City of Durant Drug and Alcohol Free Workplace Policy in effect on the date of this Agreement shall become part of this Agreement as Appendix "A" and be in full force for all employees of the Durant Fire Department with the following modifications.

1.A. If testing is requested upon reasonable cause or suspicion, the employer may require the employee to provide a urine sample, but shall allow a due process type hearing prior to having the sample tested. The hearing shall provide an opportunity for the employee to rebut any evidence of reasonable suspicion. The employee shall have the right to a representative at the hearing.

1.B. **Employee Testing:** The city shall not permit an employee to perform or continue to perform job functions, until an alcohol test is administered and the employee's breath concentration measures less than 0.04 percent.

1.C. **Return to Duty Testing:** An Employee who is not terminated is prohibited from working in a safety sensitive function after a positive drug test result, or an alcohol test result indicating a breath alcohol concentration of 0.04 or more, regardless of when the drug or alcohol was ingested and regardless of whether or not the employee is under the influence of alcohol or drugs, as defined by Federal, State or Local law. Employees are subject to the following return-to-duty guidelines:

Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.04 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance.

ARTICLE 37

EMERGENCY MEDICAL SERVICES

Section 1. The Durant Fire Department provides emergency medical service (EMS) assistance in line with those guidelines established within the EMS procedures of the DFD Rules and Regulations.

Section 2. Medical assist responses will be made to those emergencies where the life of our citizens are at stake and rapid intervention can make a difference in the outcome and/or calls that due to information given cannot be ruled out as life threatening emergencies.

**ARTICLE 38
JOB DESCRIPTIONS**

City of Durant Fire Department

- 38.1. Fire Marshal
- 38.2 Battalion Chief
- 38.3. Captain
- 38.4. Lieutenant
- 38.5. Driver
- 38.6. Firefighter

38.1. Fire Marshal

(City of Durant Fire Department)

Job Summary

Class specifications are intended to present a descriptive list of the range of duties performed by employee in the class. Specifications are not intended to reflect all duties performed within the job.

Definition

To provide a pro-active fire prevention program to include building inspection, enforcement of applicable codes and ordinances, conducting fire safety classes, and fire investigations.

Supervision Received

The Fire Marshal shall receive direction from the Fire Chief. This position has exempt status under the Fair Labor Standards Act.

Responsibilities and Duties

Essential & Marginal Function Statements

Essential and other important responsibilities and duties may include but are not limited to the following:

1. Perform and coordinate inspections of fire protection systems and equipment; inspection activities for various new construction projects; inspection of businesses prior to issuance of business Certificate of Occupancy; prepare a variety of reports as required.
2. Review and evaluate construction plans for various buildings, architectural plans, and fire protection systems to ensure compliance with applicable fire codes and regulations.
3. Address compliance issues with Federal, State and local codes applicable to fire safety; recommend policies, procedures and ordinance revisions as necessary.
4. Verify through on-site inspections that required facilities have prepared pre-fire plans which meet fire safety standards.
5. Develop and implement procedural methods and practices for reviewing plans, conducting inspections, investigating incidents and related activities as required.
6. Conduct fire and arson investigations to determine the origin and cause of fire incidents that cannot be determined or of incendiary nature. Follow proper chain-of-custody procedures for evidence collection and participate in prosecution activities as required.
7. Conduct interviews with bystanders and personnel at fire scenes; document fire scenes with photographs, sketches and diagrams.
8. Conduct follow-up investigations as required. Prepare reports on investigation activities performed; assist in the prosecution of violators.
9. Coordinate and maintain a variety of fire safety and prevention programs.

10. Prepare and present educational presentations regarding general fire safety, proper use of fire extinguishers, alarm systems and chemical storage safety precautions.

Job Requirements

Knowledge of

1. Fire Behavior and building construction
2. Fire investigation and documentation
3. Pertinent Federal, State, and local laws codes and regulations including those pertaining to fire prevention.
4. Department policies, rules and regulations.

Ability to

1. Prepare clear and concise operational work records and reports.
2. Properly interpret and enforce applicable laws, regulations and policies.
3. Review and interpret new construction and remodel plans, emergency plans and calculate occupancy loads.
4. Conduct thorough fact-finding investigations and enforce regulations firmly, tactfully and impartially. Communicate clearly and concisely, both orally and in writing.
5. Establish and maintain effective working relationships with those contacted in the course of work.
6. Establish and maintain cooperative working relationships with public safety and emergency service agencies.
7. Properly plan, implement, and evaluate effective fire prevention programs.
8. File, record, and document reports.
9. Maintain effective audio-visual discrimination and perception needed for:
 - 9.A. Making observations
 - 9.B. Communicating with others
 - 9.C. Reading and writing
 - 9.D. Operating assigned equipment and vehicles
 - 9.E. Exercising sound judgment and rational thinking
 - 9.F. Evaluating various options and alternatives, choose an appropriate and reasonable course of action

Other Significant Facts

Work Environment & Physical Requirements

Work is performed in both inside and outside environments. Work may require frequent standing, walking and bending. May be exposed to repetitive motion, vision to monitor, hazardous materials, dangerous machinery and potential physical harm when responding to fire and rescue emergencies. Must have ability to wear SCBA.

Education and Experience

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Experience

Five years of increasingly responsible fire fighting or investigation experience.

Training

Education equivalent to High School Diploma.

Advanced training in fire fighting and prevention, fire investigation, safety, or related field is desirable.

Licensure or Certification

1. Possession of or ability to obtain, an appropriate, valid Oklahoma driver's license.
2. Possession of or ability to obtain, an appropriate, valid Fire Inspector I Certification within two years.
3. Possession of or ability to obtain, an appropriate, valid CPR Certification and First Responder Certification within two years.
4. Possession of certification in Fire Cause and Determination
5. Possession of or ability to obtain Cleet Certification if requested.

38.2. Battalion Chief (City of Durant Fire Department)

Job Summary

Under the supervision of the Fire Chief, coordinates and supervises all operations of one 24- hour shift including fire prevention, maintenance and inspection of equipment and station, staffing and pre-fire planning.

Responsibilities and Duties

1. Directs all activities of all fire companies on duty in saving of life and property during fires and may assist in performing these activities as necessary.
2. Coordinates training of all men on one 24-hour shift and conducts drills on a monthly basis.
3. Establishes and coordinates standardized operating procedures for department.
4. Responsible for maintenance and upkeep of all fire equipment and fire stations and inspects stations once a week.
5. Performs supervisory duties including performance evaluations, staffing, disciplinary action and execution of personnel policies and procedures.
6. Assists Fire Marshal in developing and coordinating pre-fire planning to establish appropriate firefighting procedures.
7. Establishes and enforces all safety policies and procedures.
8. Oversee purchasing for all supplies and equipment for the general maintenance and operations of the stations.
9. Maintains all departmental records on a daily basis.
10. Maintains continuous public relations.
11. Assists Fire Chief and Deputy Fire Chief in the preparation of the annual budget requests.
12. Calls for mutual aid from other fire departments and directs Durant Fire Department to provide mutual aid to other cities as necessary.
13. Responsible for keeping up with literature, advances in firefighting and fire prevention and actions by other departments in order to evaluate and improve departmental operations and self.
14. Assists with fire prevention activities as necessary.

15. Performs duties of Fire Chief in the absence of the Fire Chief and Deputy Fire Chief.
16. Performs other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting and rescue techniques.
2. Knowledge of principles of supervision.
3. Knowledge of fire department operations.
4. Knowledge of departmental regulations and other personnel policies and procedures.
5. Knowledge of other City departments and how they relate to the Fire Department.
6. Knowledge of correct safety policies, procedures, and regulations.
7. Knowledge of purchasing policies and procedures.
8. Knowledge of City building, hydrants and private fire fighting facilities.
9. Knowledge of the fire resistant properties of various building materials.
10. Skill in effective oral and written communication.
11. Skill in the utilization of pre-fire plans.
12. Ability to coordinate fire fighting and rescue activities in emergency situations.
13. Ability to prepare accurate and informative reports.
14. Ability to plan, organize and direct the work of others.
15. Ability to establish and maintain effective working relationships with subordinates, peers, other agencies and the public.
16. Ability to give clear, concise instructions in stressful situations.
17. Ability to make command decisions using good judgment and assume responsibility for their impact.
18. Ability to organize work and perform duties independently of close supervision.
19. Ability to use initiative in performing duties and suggesting improvements.

20. Employee must possess valid Oklahoma driver's license.

Other Significant Facts

Difficulty of Work

Work is managerial and supervisory in nature, requiring the employee to coordinate personnel and equipment to accomplish performance of overall goals. Employee must possess extensive knowledge of fire fighting skills and operations and be able to coordinate the activities of others performing skilled tasks.

Interpersonal Relations

Employee comes in frequent contact with the public, both in public relations activities and in stressful situations. Employee often must coordinate actions with Police Department, Fleet Maintenance and other City departments, as well as with utility companies and other fire departments. Social skills are very important in this position.

Working Conditions

Employee is based in an office at the Central Fire Station and makes regular rounds of all stations on one 24-hour shift. Employee assumes command at fire and usually directs fire-fighting operations. Employee may, at times, engage directly in fire fighting or rescue activities and is therefore occasionally subject to severe job hazards.

Physical Effort

Employee's job routinely requires minimal physical activity, although moderate to heavy activity may be required at times during fire fighting or rescue activities.

Supervision

Employee is responsible for one of three 24-hour shifts of fire-fighting personnel. Employee directly supervises one captain and one lieutenant at each substation and is responsible for all operations on that shift. Employee is subject to general review and direction by the Fire Chief.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of eight (8) continuous years' service and must have held the position of Captain for two (2) years. Employees must be certified in Arson Investigation within two (2) years of appointment. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.3. Captain

(City of Durant Fire Department)

Job Summary

Under the supervision of the Battalion Chief, employee is responsible for the supervision and training of a company of firefighters, and the maintenance and upkeep of equipment.

Responsibilities and Duties

1. Directs activities of a fire company in saving lives and property during fires, emergency rescues, natural disasters, bomb threats and any other emergency situation.
2. Performs routine supervisory duties of one company, including performance evaluations, recommendation of disciplinary actions and execution of personnel policies and procedures.
3. Supervises the maintenance and upkeep of fire station and equipment.
4. Maintains company records including daily and monthly reports.
5. Assists Deputy Fire Chief in coordinating and conducting an on-going training program for a company of firefighters.
6. Developing pre-fire plans monthly.
7. Supervises one company, and assists in the performance of salvage and overhaul of fire damaged property.
8. Enforces all safety policies and procedures.
9. Responsible for keeping up with literature, advances in fire fighting and fire prevention in order to improve company and departmental operations.
10. Performs other duties as required. (Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of principles of supervision.
3. Knowledge of departmental regulations and other personnel policies and procedures.
4. Knowledge of other City Departments and how they relate to the Fire Department.

5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in planning, directing and evaluating the work of others.
7. Skill in the orientation and training of others in the operation of fire fighting equipment and the conduct of rescue operations.
8. Ability to coordinate fire fighting and rescue activities in emergency situations.
9. Ability to utilize pre-fire plans.
10. Ability to prepare accurate and informative reports.
11. Ability to establish and maintain effective working relationships with subordinates, peers, and other agencies and the public.
12. Ability to give clear, concise instructions in stressful situations.
13. Ability to make command decisions using good judgment.
14. Ability to perform duties independently of close supervision.
15. Ability to withstand heavy physical activity.
16. Employee must possess a valid Oklahoma driver's license.

Other Significant Facts

Difficulty of work

Work is supervisory in nature requiring employee to coordinate and supervise personnel and equipment in the performance of skilled tasks. Employee must possess knowledge of fire fighting skills and operations.

Interpersonal Relations

Employee comes in frequent contact with the public in stressful situations. Employee must coordinate actions with Police Department, and other City departments. Social skills are important in this position.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subjected to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue and training activities.

Supervision

Employee is responsible for the supervision of one company of firefighters and is subject to review and direction by the Battalion Chief.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of six (6) continuous years' service and must have held the position of Lieutenant for two (2) years. Employee must be certified in Arson Investigation within two (2) years of appointment. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.4. Lieutenant (City of Durant Fire Department)

Job Summary

Under the supervision of the Battalion Chief, employee is responsible for the supervision and training of a company of firefighters, and the maintenance and upkeep of equipment.

Responsibilities and Duties

1. Directs activities of an engine company in saving lives and property during fires, emergency rescues, natural disasters, bomb threats and any other emergency situation.
2. Performs routine supervisory duties of an engine company, including performance evaluations, recommendation of disciplinary actions and execution of personnel policies and procedures.
3. Supervises the maintenance and upkeep of sub-station and equipment.
4. Maintains station records including daily and monthly reports.
5. Supervises an engine company, and assists in the performance of salvage and overhaul of fire damaged property.
6. Enforces all safety policies and procedures.
7. Performs other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of principles of supervision.
3. Knowledge of departmental regulations and other personnel policies and procedures.
4. Knowledge of other City Departments and how they relate to the Fire Department.
5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in planning, directing and evaluating the work of others.

7. Skill in the orientation and training of others in the operation of fire fighting equipment and the conduct of rescue operations.
8. Ability to coordinate fire fighting and rescue activities in emergency situations.
9. Ability to utilize pre-fire plans.
10. Ability to prepare accurate and informative reports.
11. Ability to establish and maintain effective working relationships with subordinates, peers, and other agencies and the public.
12. Ability to give clear, concise instructions in stressful situations.
13. Ability to make command decisions using good judgment.
14. Ability to perform duties independently of close supervision.
15. Ability to withstand heavy physical activity.
16. Employee must possess a valid Oklahoma driver's license.

Other Significant Facts

Difficulty of work

Work is supervisory in nature requiring employee to coordinate and supervise personnel and equipment in the performance of skilled tasks. Employee must possess knowledge of fire fighting skills and operations.

Interpersonal Relations

Employee comes in frequent contact with the public in stressful situations. Employee must coordinate actions with Police Department, and other City departments. Social skills are important in this position.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subjected to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue and training activities.

Supervision

Employee is responsible for the supervision of all personnel at the sub-station and is subject to review and direction by the Battalion Chief or Captain.

Education and Experience

Employee is required to have been employed with the Durant Fire Department for a period of four (4) continuous years' service and must have held the position of Driver (Apparatus Operator) for two (2) years. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.5. Driver (City of Durant Fire Department)

Job Summary

Under the supervision of the Captain or Lieutenant, employee is responsible for the driving, operation and upkeep of apparatus and equipment for one station.

Responsibilities and Duties

1. Drives assigned fire fighting apparatus to and from fires and is responsible for proper operation of equipment at the fire scene.
2. Responsible for the maintenance and upkeep of equipment and apparatus including daily and weekly equipment checks, service testing equipment, recording and reporting mechanical failures or difficulties to supervisor and performing minor maintenance on apparatus as necessary.
3. Assists in the preparation of various company reports including daily and monthly training reports and injury reports. Attends fire training and drill sessions to receive instructions in all aspects of fire fighting.
4. Instructs relief drivers in the operation and maintenance of equipment.
5. Operates two-way radio to inform dispatcher of actions being taken.
6. Participates in pre-fire planning.
7. Assists in fire prevention activities as necessary.
8. Performs salvage and overhaul of fire damaged property as required.
9. Performs duties of Captain in that individual's absence.
10. Performs other duties as required. (Any change to this job description shall be made only by mutual agreement by the parties.)

Driver Assignments

1. The Senior Driver will drive lead from the Central Station.
2. The 2nd Senior Driver will drive back up to the Senior Driver.
3. The 3rd Senior Driver will be assigned to Sub-Station #2 as Driver.
4. The 4th Senior Driver will be assigned to Sub-Station #3 as Driver.

This will be the general rule on each shift unless other circumstances arise, such as disciplinary action or etc.

Any person working as duty exchange or on call back will work as assigned by the Battalion Chief in charge of that shift.

(Any changes to driver assignments shall be made only by mutual agreement between both parties.)

Job Requirements

1. Knowledge of fire fighting, rescue techniques and fire department operations.
2. Knowledge of equipment maintenance standards.
3. Knowledge of other City departments and how they relate to the Fire Department.
4. Knowledge of City streets and hydrant locations.
5. Knowledge of correct safety policies, procedures and regulations.
6. Skill in the operation of apparatus and equipment.
7. Skill in the operation of a two-way radio.
8. Ability to utilize pre-fire plans.
9. Ability to prepare accurate and informative reports.
10. Ability to establish and maintain effective working relationships with peers, subordinates, other City departments and the public.
11. Ability to make decisions using good judgment.
12. Ability to control emotion and actions, in stressful situations.
13. Ability to withstand heavy physical activity.
14. Employee must possess valid Oklahoma driver's license.

Other Significant Facts

Difficulty of Work

Tasks are skilled in nature and are acquired prior to assuming the position. Work is generally standardized but worker is required to make quick, accurate decisions in dealing with variables at the scene of a fire.

Interpersonal Relations

Employee often comes in contact with the public in stressful situations. Worker has frequent contact with fleet maintenance personnel and other departments regarding the maintenance and upkeep of apparatus and equipment.

Working Conditions

Employee is based at an assigned station and works a 24-hour shift. Worker engages directly in fire fighting and rescue activities and is therefore intermittently subject to severe job hazards and mental stress.

Physical Effort

Moderate to heavy physical activity is required during fire fighting, rescue, equipment maintenance and training activities.

Supervision

Employee is subject to review and direction by the Captain and supervises a company in the absence of the Captain.

Education and Experience

Applicants shall be required to have been employed with the Durant Fire Department for a period of eighteen (18) continuous months performing the duties as Fire Fighters and must be certified as Firefighter II. Candidate must have completed prerequisites as outlined in Article 26 - Promotional Policy.

38.6. Firefighter

(City of Durant Fire Department)

Job Summary

1. Under the direction of the Battalion Chief or Captain, firefighters respond to all alarms and calls to which their company is assigned, operate fire fighting equipment, and aid in protection of life and property.
2. For the first six (6) months after firefighter's hire date, s/he cannot act as a Driver. After six (6) months, firefighter will act as a Driver on vehicles without air breaks and only when assigned by the Battalion Chief or Captain. After eighteen (18) months, Driver can drive all other vehicles after passing the driving and pumping test(s) on the assigned apparatus.
3. In a reasonable length of time, firefighter shall learn all phases of fire service practices and keep abreast of fire fighting methods.
4. Perform other duties as required.

(Any changes to this job description shall be made only by mutual agreement by the parties.)

Education and Experience

Must receive Firefighter I & II Certification before end of probationary period.

Appendix A

7.00 DRUG AND ALCOHOL FREE WORKPLACE POLICY AND EMPLOYEE ASSISTANCE PROGRAM

7.01 POLICY STATEMENT

1. The City of Durant considers its employees to be its most valuable resource and is concerned about the health, safety, well being, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.
2. It is the policy of the City of Durant to comply with all applicable state and/or federal laws in the administration of creating and sustaining a drug and alcohol free workplace.
3. It is the policy of the City of Durant that the unlawful manufacture, distribution, dispensing, possession, use of, or being under the influence of, a controlled substance or alcohol is prohibited in the workplace. Any employee determined to be in violation of this policy while on duty, on or in City property, or when wearing a City of Durant uniform, whether on or off duty, is subject to disciplinary action, which may include termination.
4. The City of Durant, pursuant to the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, effective June, 1993, and as amended, and the Omnibus Transportation Employee Testing Act, effective 1991, and as amended, hereby declares and establishes the following Drug and Alcohol Free Workplace Policy for employees of the City of Durant (hereinafter referred to as the City).
5. This policy also applies to the abuse of alcoholic beverages. A person is under the influences of alcohol or drugs when that person does not have the normal use of mental or physical faculties by reasons of the introduction of alcohol or a drug or a combination of two or more such substances into the body.
6. Full details of the rules and procedures for drug and alcohol policy and testing are available from the Personnel Office or any City Department Head.

7. The City of Durant Drug and Alcohol Free Workplace Policy was implemented on February 15, 1999, and a period of 30 days notice was given to employees before implementation. At such time as changes to the policy may become necessary, the City will give at least 30 days notice before the changes shall take effect. The City shall post a copy of this policy as amended in a prominent employee access area and shall give a copy of this policy as amended to each employee and to each applicant for employment upon his or her receipt of a conditional offer of employment from the City.

7.02 GENERAL POLICY PROVISIONS

Any of the following actions are grounds for discipline, up to and including, termination of employment:

1. The use, sale, purchase, or possession of illegal drugs on or off the job, or the misuse of prescription drugs in a manner that affects the employee's work;
2. Possessing or using alcoholic beverages on the job or on the premises of the City, or in City vehicles or equipment;
3. Reporting to work under the influence of an illegal drug or alcohol. An employee may attend work under the influence of a prescription drug for which he or she has a valid prescription, and use of the drug will not affect the employee's job performance or endanger others.

7.03 TOBACCO USE

In keeping with the City's intent to provide a safe work environment, smoking and the use of smokeless tobacco is prohibited throughout the workplace and extends to 25 feet beyond any portion of City buildings or facilities. Any tobacco use in City-owned or leased vehicles is also prohibited.

This policy applies equally to all employees, customers, and visitors.

7.04 DRUG AND ALCOHOL TESTING

1. DEFINITIONS. As Used in this policy, the defining terms are as follows:

- A. "Alcohol: means ethyl alcohol or ethanol;
- B. "Applicant" means a person who has applied for a position with the City.
- C. "Breath alcohol technician 'BAT'" - an individual who instructs and assists in the alcohol testing process and operates an evidential breath-testing device (EBT).
- D. "Commercial Motor Vehicle" - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1) Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 - 2) Has a gross vehicle weight rating of 26,001 or more pounds; or
 - 3) Is designed to transport 16 or more passengers, including the driver; or
 - 4) Is of any size and is used in the transportation of hazardous materials requiring placards.
- E. "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.

- F. "Driver" - any person who operates a commercial motor vehicle (CMV). For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.

- G. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphen, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein, and includes all substances, which are illegal under federal, State, or local laws, except that FHA/DOT required testing shall only test for marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites and phencyclidine (or other substances as may be permitted by the FHA/DOT for drivers of commercial motor vehicles);

- H. "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.

- I. "Employee Assistance Program" or "EAP" means an in-house or contracted program, which, at a minimum, provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

- J. "Employee" means any person who is an employee of the City.

- K. "City" means the City.

- L. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
 - 1) Results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - 2) Does not give the City discretion to waive the selection of any employee selected under the mechanism.

- M. "Reasonable suspicion" means a belief that an employee is using or has used drugs or alcohol in violation of the City's written policy drawn from specific objective and

articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

- 1) Observable phenomena, such as,
 - a) Physical symptoms or manifestations of being under the influence of a drug or alcohol while at work, on duty, or wearing a City uniform; or
 - b) Direct observation of drug or alcohol use while at work or on duty, or wearing a City uniform.
- 2) 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,
- 3) Evidence that an individual has tampered with a drug or alcohol test during his employment with the City, or
- 4) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while on duty or while on the City's premises or operating the City's vehicle, machinery or equipment.

N. "Medical Review Officer (MRO)" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol 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.

O. "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

P. "Safety-sensitive function"

- 1) All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer.
 - 2) All time inspecting equipment, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 - 3) All time spent at the driving controls of a commercial motor vehicle.
 - 4) All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
 - 5) All time spent performing the driver requirements associated with an accident.
 - 6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- Q. "Screening test" in alcohol testing it means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- R. "Substance abuse professional (SAP)" - a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.
- S. "Testing Facility" means any person, including any laboratory, hospital, clinic, or either, on or off the premises of the City, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

2. CIRCUMSTANCES UNDER WHICH TESTING WILL BE DONE AND PERSONS WHO ARE SUBJECT TO BE TESTED.

- A. Applicant Testing. The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a base for refusal to hire provided that such testing does not violate the Americans with Disabilities Act of 1990, 42 U.S.C. §121010 et seq., (hereinafter referred to as ADA). The ADA does not, in any way, preclude or interfere with the City's compliance with the Department of Transportation (hereafter referred to as DOT) new or existing drug and alcohol testing regulations. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

1) Tests required under the Department of Transportation regulations:

- a) The City is not required to administer an alcohol test or controlled substances test if-

- (i) The applicant has participated in a drug testing program within the previous thirty (30) days, that meets the requirements of the DOT, and

- (ii) While participating in that program, either:

- (A) Was tested for controlled substances within the past six (6) months from the date of application, or

- (B) Participated in a random controlled substances testing program for the previous twelve (12) months from the date of application, and

- (C) The City will check that no prior employer of the driver, of whom the City has knowledge, has records of a violation of another DOT agency within the previous six (6) months.

B. Employee Testing. Employees of the City will be subject to drug and/or alcohol testing under the applicable circumstances:

1. Reasonable Suspicion Testing. The City will require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion that the employee is violating the City Drug and Alcohol Free Workplace Policy.
 - a) Observations of employee conduct while the employee is at work or on duty, which cause the City to require reasonable suspicion testing of an employee, shall be made by a supervisor or department head who has received training for the detection of symptoms or manifestations of being under the influence of a drug or alcohol. Testing will be required of all employees, regardless of classification when reasonable suspicion exists.
 - b) The driver of a commercial motor vehicle may be directed to undergo reasonable suspicion testing while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.
 - c) If an alcohol test is not administered to a driver of a commercial motor vehicle within two (2) hours following the determination that reasonable suspicion exists, the Department Head shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered to a driver of a commercial motor vehicle within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.
 - d) The City shall not permit an employee to perform or continue to perform job functions, until:
 - 1) An alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or
 - 2) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the rules concerning the use of alcohol.

- e. A written record shall be made of the observations leading to a controlled substance reasonable suspicion test and signed by the supervisor or department head who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
-
- 2. Post-Accident-Testing. The City will require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion the employee or another person sustained a work-related injury or the City's property was damaged as a direct result of use of drugs and/or alcohol by an employee in the workplace while performing job duties, operating a City vehicle or equipment, or wearing a City uniform. This includes damage to the City's equipment. Post-accident testing will be conducted when the amount of damage is reasonably estimated at the time of the accident to exceed \$500.00. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed, by the City, to have refused to submit to testing. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care,
 - a. Drivers of commercial motor vehicles:
 - 1) As soon as practical following an accident involving a commercial motor vehicle, the City shall test for alcohol substances, the surviving driver:
 - (A) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (B) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

- 2) As soon as practicable following an occurrence involving a commercial motor vehicle, the City shall test for controlled substances, the surviving driver:

- (A) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of human life; or

- (B) Who receives a citation within 32 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

- 3) No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

- 4) If an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Department Head shall prepare and maintain on file a record stating the reason the alcohol test was not promptly administered.

- 5) If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test; and the Department Head will prepare and maintain on file, a record stating the reasons the test was not promptly administered.

3. Random Testing.

- a. The City requires drug and/or alcohol testing on a random selection basis, and shall be restricted to employees who perform safety sensitive functions in the following classifications and/or positions:

- 1) Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereafter referred to as "CDL") and operate vehicles and/or equipment in excess of 26,001 pounds; or
 - 2) Mechanic employees who maintain equipment in excess of 26, 001 pounds; or
 - 3) Any other employees involved in the repair, operation, or dispatching of vehicles and/or equipment (or as may be required by federal law), including employees operating their personal vehicle on city business as a part of their normal job duties.
- b. Random controlled substances testing shall be conducted in accordance with the following requirements:
- 1) The City will randomly select employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.
 - 2) The City will use a scientific valid method of random selection, which is matched with the driver's social security number or employee number.
 - 3) The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.
 - 4) The City will ensure that employees selected for random testing proceed immediately to the, testing site upon notification of being selected.
 - 5) In the event an employee, who is selected for random controlled substances testing, is on vacation or an extended medical absence, the City will select another driver for testing.
 - 6) No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having a breath alcohol concentration of 0.04 or greater. The City, having actual knowledge that a

driver has a breath alcohol concentration of 0.04 or greater shall not permit an employee to perform or continue to perform safety-sensitive functions.

- 7) No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.
 - 8) No driver of a CMV shall report for duty, or remain on duty, requiring the Performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
 - 9) The City, having actual knowledge that a driver has used a controlled substance shall not permit the driver to perform or continue to perform safety sensitive functions except as outlined in (H) above.
 - 10) No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance shall not permit an employee to perform or continue to perform safety-sensitive functions except as outlined in (H) above.
 - 11) The City may require a driver to inform the City of any therapeutic drug use.
4. Post-Rehabilitation Testing. The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years, commencing with the employee's return to work, in the following situations:
- a. After the employee tested positive on a drug and/or alcohol test required by City;
or
 - b. After having participated in a drug or alcohol treatment program.

5. Return-To-Duty Testing for drivers of commercial motor vehicles. If the City decides to permit a driver of a commercial motor vehicle to return to a DOT safety sensitive duty following a positive test result for alcohol or controlled substances, the driver must receive an evaluation by a Substance Abuse Professional (SAP) and successfully comply with the SAP evaluation recommendation. A verified positive DOT drug test result, a DOT alcohol test with a result indicating an alcohol concentration of 0.04 or greater, a refusal to test (including by adulterating or substituting a urine specimen) or any other violation of the prohibition on the use of alcohol or drugs under a DOT agency regulation constitutes a DOT drug and alcohol regulation violation.
- a. An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine that the employee has properly followed any rehabilitation program prescribed.
 - b. Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
 - c. The employee shall be subject to unannounced follow-up alcohol and controlled substances tests, ordered by the Employees Department Head or his/her designee, following the employees return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional and may consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up tests also may be required for another 48 months of safety-sensitive duty following this first (12) month period. The Employees Department Head or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is necessary.

3. TESTING DEFINED.

- A. All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City, which has been approved, by the

Substance Abuse and Mental Health Services Administration (hereafter referred to as "SAMHSA"), pursuant to federal and state law requirements.

1. The facility will be responsible for:
 - a. Employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering.
 - b. Employing the split sample method of testing; in the event results of the test are challenged. Without a split sample, a challenged test is considered negative.
 - c. Employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
 - d. Employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples.
 - e. Employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples,
 - f. Employing alcohol-screening tests using approved evidential testing devices that test for prohibited alcohol concentration.
 - g. Maintaining SAMHSA approval of their facility.
2. The City, shall not permit a driver who refuses to submit to a post-accident alcohol or controlled substance test, a random post-accident or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions,

- B. Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.
- C. The City shall pay all costs of testing for drugs or alcohol required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of their retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest.

4. TESTING METHODS AND COLLECTION PROCEDURES TO BE USED:

- A. Applicant Drug/or Alcohol Screening Process: The job application form of the City contains Notification of Drug/Alcohol Testing Policy of the City, in accordance with federal and state law. The applicant must sign the application form, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy.
 - 1. In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment for the safety and protection of employees and others, the following procedures are hereby established:
 - a. Upon notification of the selected applicant the Human Resource Director will schedule the applicant for the drug screen/alcohol test.
 - b. The applicant shall complete the "Applicant/Employee Consent for Drug Screen/Alcohol Test" form. The completed form shall be placed in an envelope with directions to the Medical facility.
 - c. Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
 - d. The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.

- e. The laboratory designated by the City shall perform an initial drug screen, which shall be a form of chemical identification with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.
- f. The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

5. APPLICANT TEST RESULTS.

A. Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Human Resource Director, after compliance with the procedures listed below:

1. Negative test result from drug screen and/or alcohol test.

- a) The collection site will notify the Human Resource Director the drug screen and or alcohol test was negative.
- b) The Human Resource Director will schedule the applicant for a pre-employment physical.

2. Positive test result from drug screen and/or alcohol test.

- a) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant identified as having taken.
- b) If a drug screen reveals a drug present which is questionable, the applicant will be contacted by the Medical Review Officer in order for the applicant to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.

- c) The applicant must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in applicant's drug screen being reported to the Human Resource Director as positive.
- d) If the applicant provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resource Director as negative.

6. EMPLOYEE DRUG/ALCOHOL TESTING PROCESS.

- A. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
- B. A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal or unlawful drug, or has ingested an alcoholic beverage when reporting for duty, while on duty, or during standby or callback duty must act promptly to insure the following:
 - 1. Prohibit the employee from working or continuing to work.
 - 2. Notify the Department Head or the City Manager and request a personal observation of an employee's conduct to confirm that reasonable suspicion exists.
 - 3. Based on reasonable suspicion. Employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or his designee.

4. The Supervisor or Department Head will immediately take the employee, to a collection facility selected by the City in compliance with state and federal regulations.
5. Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
6. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion and without confirmation from a Department Head or the City Manager/designee.
7. Harassment, by any Supervisor or Department Head, of any employee who has, been requested or required to undergo a drug screen will subject the Supervisor or Department Head employees to disciplinary action, which may include termination.

7. EMPLOYEE TEST RESULTS:

- A. Upon completion of testing, results of the drug screen and/or alcohol test shall be communicated to the Personnel Director, after compliance with the procedures listed below.
 1. Negative test result from drug screen and/or alcohol test.
 - a) Collection site will notify Human Resource Director that drug screen and/or alcohol test was negative,
 2. Positive test result from drug screen and/or alcohol test.
 - a) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications the employee identified as having taken.

- b) If a drug screen reveals a drug present which is questionable, the employee will be contacted by the Medical Review Officer in order for the employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful. An employee shall be given the opportunity to explain, in confidence, the results of the test.
- c) The employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in employee's drug screen results as correct.
- d) If the employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resource Director as negative.
- e) An employee testing positive, to a drug screen and/or alcohol test shall result in the employee being subject to disciplinary action, which may include termination.
- f) The test results will not be disclosed to any person other than the employee, Human Resource Director, Department Head, City Manager and those involved directly on a need to know basis.
- g) Any employee tampering with the results of a drug screen/alcohol test will be terminated.

8. PERSONNEL ACTION FOLLOWING TESTING:

- A. Applicants who test positive for alcohol or drugs, or otherwise violate this policy, are subject to having their conditional offers of employment revoked. Employees who test positive for alcohol or drugs, or otherwise violated this policy, are subject to discipline, up to and including termination.
- B. No disciplinary action, except a temporary suspension or temporary transfer to another department, may be taken by the City against an employee based upon a positive test result unless the test result is confirmed by a second test, using gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater

accuracy as approved by rule of the State Board of Health at the cutoff levels determined by Board rule,

- C. The City may take disciplinary action against an employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy, the Standards for Workplace Drug and Alcohol Free Workplace Free Act and/or the Omnibus Transportation Employee Testing Act.
- D. An employee discharged on the basis of a refusal to undergo drug and/or alcohol testing or a confirmed positive drug or alcohol test conducted in accordance with the provision of the City's Policy, the Standards for Workplace Drug and Alcohol Free Workplace Free Act and/or the Omnibus Transportation Employee Testing Act shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits.
- E. An employee may appeal his/her disciplinary action or termination to the City Manager.

9. SUPERVISORS TRAINING AND EMPLOYEE EDUCATION :

- A. Supervisors will be trained:
 - 1. To recognize employees when they appear unfit for duty because of drugs or alcohol and how to determine reasonable suspicion.
 - 2. To effectively and appropriately intervene in reasonable suspicious instances.
 - 3. To understand the methods of the City Drug and Alcohol Free Workplace procedures.
 - 4. To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.
 - 5. In proper disciplinary measures.

6. In issues relative to privacy, search and seizure, and employee representation rights during investigations.

B. Employee education shall consist of:

1. Educating employees concerning the harmful effects of drugs and alcohol in the workplace.
 - a. The City shall provide educational materials that explain the City's policies and procedures with respect to meeting the requirements of this policy.
 - b. The City shall ensure that a copy of these materials are distributed to each employee prior to the start of drug and/or alcohol testing and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.
2. Encouraging employees to voluntarily seek assistance through the Employees Assistance Program;
3. Informing employees concerning the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record and causes irreparable harm to the employee and the residents of the City.
4. The City shall provide written notice to representatives of employee organizations of the availability of this information.
5. The City Manager and/or his designee are designated by the City to answer questions concerning distributed materials and City Policies.

10. RECORD KEEPING AND CONFIDENTIALITY.

- A. 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 City or in any action involving the individual tested and the City or unless such records are ordered released pursuant to a valid court order.

- B. The records described in Paragraph I above, and maintained by the City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The City shall not release such records to any person other than the applicant, employee or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to a valid court order.
- C. A testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, 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:
 - 1. The general health, pregnancy or other physical or mental condition of the applicant or employee; or
 - 2. The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a Medically acceptable explanation of the positive results, 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 request and only after presenting proof of identification.

11. CITY RESPONSIBILITIES UNDER LAW.

- A. The City Manager is responsible for notification of the drug testing policy and procedure to employees as specified, and educating and training of employees, department heads, and supervisors as outlined.

- B. The City provides an Employee Assistance Program and will coordinate city education and training relative to drug testing and the benefits of voluntary admission into the EAP.

12. EMPLOYEE'S NOTICE TO THE CITY. It is mandatory that an employee notifies the City Manager, within five (5) working days, if he/she has been convicted of a criminal drug status violation.

13. CITY NOTICE TO FEDERAL GOVERNMENT. The City as a recipient of a grant from the Community Development Block Grant Program from the United States Department of Housing and Urban Development (HUD) and any other Federal grant that requires such notice shall notify the prospective agency within ten (10) days after receiving notice of any employee convicted of a criminal drug statute.

7.05 EMPLOYEE ASSISTANCE PROGRAM

1. Employees who violate the City's Drug and Alcohol Free Workplace Policy and have been with the City for more than three (3) years will be given the opportunity to participate in a drug and alcohol abuse treatment program:

- a. The treatment will be agreed to by the City Manager.
- b. The employee will be removed from his/her current position and immediately placed on a leave of absence. If an employee has earned days available, he/she must first utilize all available time accrued, then vacation, and then apply for additional unpaid leave, if necessary. In no case may the combination of paid and unpaid leave exceed six (6) consecutive months. Any employee seeking medical attention for drug or alcohol abuse will be entitled to benefits as described in the medical insurance plan.
- c. The employee will not be returned to active status until such time as a Medical Review Officer or Substance Abuse Professional certifies that the employee has successfully completed the appropriate treatment.
- d. When the employee is allowed to return to work, attempts will be made to place the employee back into his/her previously held position.
- e. No employee will be eligible for drug or alcohol abuse treatment, as described under this policy, more than once.

- f. The recurrence of a positive test or drug or alcohol problem may result in termination of employment.
-
- 2. Any employee who feels he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs (legal or illegal), is encouraged to voluntarily seek assistance. The City supports sound treatment efforts. Whenever feasible, the City will assist employees in overcoming drug or alcohol abuse.
 - 3. Any employee seeking medical attention for drug or alcohol abuse will be entitled to benefits as specified in the medical insurance plan. For qualified employees voluntarily enrolled in a formal treatment program, the City will grant paid rehabilitation leave of up to five (5) additional days of paid leave. For continued treatment, an employee must use his/her available leave balances. If the employee continues to require additional time off, he/she should request to be placed on unpaid leave. In order to receive the five (5) days paid rehabilitation leave, the employee must provide certifiable proof of enrollment in an approved treatment program.
 - 4. Upon successful, certified completion of a rehabilitation program, attempts will be made to place the employee back into his/her previous position, if it is still available, or the next available position for which the employee is qualified.

APPENDIX B		Durant Fire Department						
		Pay Chart Rates Effective July 1, 2018						
Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
FD -01 (P)	Annual	\$ 29,986.55						
(Probationary)	Pay Period	\$ 1,153.33						
	Hourly	10.30						
FD -01	Annual		\$39,096.50	\$42,654.07	\$43,301.12	\$44,006.54	\$44,712.50	
Firefighter	Pay Period		1,503.71	1,640.54	1,665.43	1,692.56	1,719.71	
	Hourly		13.43	14.65	14.87	15.11	15.35	
FD -02	Annual	\$43,615.05	\$44,307.61	\$45,034.32	\$45,761.44	\$46,518.46	\$47,305.90	
Driver	Pay Period	1,677.50	1,704.14	1,732.09	1,760.06	1,789.17	1,819.46	
	Hourly	14.98	15.22	15.47	15.71	15.97	16.25	
FD -03	Annual	\$44,784.46	\$45,548.22	\$46,285.92	\$47,053.95	\$47,852.88	\$48,713.02	
Lieutenant	Pay Period	1,722.48	1,751.85	1,780.23	1,809.77	1,840.50	1,873.58	
	Hourly	15.38	15.64	15.89	16.16	16.43	16.73	
FD -04	Annual	\$46,783.39	\$47,589.45	\$48,399.85	\$49,267.03	\$50,238.53	\$51,173.41	
Captain	Pay Period	1,799.36	1,830.36	1,861.53	1,894.89	1,932.25	1,968.21	
	Hourly	16.07	16.34	16.62	16.92	17.25	17.57	
FD -05	Annual	\$49,652.64	\$50,735.27	\$51,790.47	\$52,877.51	\$53,996.69	\$55,179.59	
Crew Chief	Pay Period	1,909.72	1,951.36	1,991.94	2,033.75	2,076.80	2,122.29	
	Hourly	17.05	17.42	17.79	18.16	18.54	18.95	
FD -06	Annual	\$62,088.60	\$63,496.76	\$64,941.75	\$66,423.77	\$67,943.80	\$69,502.80	
Fire Marshal	Pay Period	2,388.02	2,442.18	2,497.76	2,554.76	2,613.22	2,673.18	
	Hourly	21.32	21.81	22.30	22.81	23.33	23.87	
Salary rates shown do not include longevity pay. Longevity pay for bargaining unit covered employees is calculated by multiplying the base pay rate								
times the number of years of service time of an employee times 0.7% up to a maximum of 20 years (14%).								
The probationary position is not included in or covered by this agreement during an employee's first year.								
(Chart includes the carryover monies from Article 17 included in Uniform proposal)								
(Chart includes the carryover monies from Article 19 - Training and is considered job requirement, Firefighter II Certification, HazMat Ops, OSU Sticker courses)								
Increase	1.50%							

IN WITNESS THEREOF, the parties have hereunto set their hands this _____ day of June, 2018.

THE CITY OF DURANT, OKLAHOMA

BY _____
Jerry Tomlinson, Mayor

ATTEST:

Cynthia Price, City Clerk

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 3061 AFL-CIO/CLC

BY _____
Colin Gordon, President

ATTEST:

Jay Bergner, Secretary

APPROVED as to form:

Tom Marcum, City Attorney



The City of Durant

Office of City Manager

Memorandum

Date: 6/19/2018
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Executive Session to Discuss Hiring of City Treasurer (This Executive Session Authorized by Title 25, Section 307 B(1) of the Oklahoma State Statutes)

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:



The City of Durant

Office of City Manager

Memorandum

Date: 6/19/2018
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Action Pursuant to 4(a) Above

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action: