

McAlester City Council **NOTICE OF MEETING**



Special Meeting Agenda **Tuesday, July 21, 2026 - 5:00 PM** **McAlester City Hall – Council Chambers** **28 E. Washington Ave**

Attending in Person

Justin Few	Mayor
Levi Gilmore	Ward One
Robin Woodley	Ward Two
Chris Stone	Ward Three
Mike Brooks	Ward Four
Billy J. Boatright	Ward Five
Kevin Beaty-Vice Mayor	Ward Six
Ken Wimer	City Manager
Cora M. Middleton	City Clerk
John T. Hammons	City Attorney

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When the public body desires more information on an item, the public body may refer the matter to City staff or back to a committee. Under certain circumstances, items may be deferred to a specific date or stricken from the agenda entirely.

CALL TO ORDER

Announce the presence of a Quorum.

ROLL CALL

SCHEDULED BUSINESS

City of McAlester Annual Ethics Training for City Council. (*Christian Rinehart, Oklahoma Municipal League*)

RECESS COUNCIL MEETING

EXECUTIVE SESSION

Recess in Executive Session in compliance with Title 25 Section 307 et.seq. Oklahoma Statutes, to wit:

- A. Motion to recess the regular meeting to convene in an Executive Session pursuant to 25 OS 307(B)(2), Discussing negotiations concerning employees and representatives of employee groups; specifically the International Association of Firefighters FY 2026/2027 Collective Bargaining Agreement, and take any action in open session.

RECONVENE COUNCIL MEETING

Take Any Action Necessary From Executive Session

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2026 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2026/2027

AGREEMENT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 111

and

CITY OF McALESTER

July 1, 2026, through June 30, 2027

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PART A ARTICLES

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of McAlester, Oklahoma, a municipal corporation, hereinafter referred to as Employer and Local111, International Association of Firefighters, AFL-CIO/CLC, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of McAlester, Oklahoma, from strikes, work stoppages, or slow-downs by the Union; to ensure that the employees in the Bargaining Unit not be denied other well-recognized rights of labor, including the right to be represented by the Bargaining Agent of their choice and the right to bargain collectively with Employer concerning wages, hours and other terms and conditions of employment; and to provide for the equitable and orderly settlement of grievances which may arise during the term of this Agreement. The parties to this Agreement agree that uninterrupted and prompt fire service to the public is the basis for the existence of the fire service.

ARTICLE 2 RECOGNITION

The Union proposes that of the sworn personnel, only the Chief and one designated representative may be excluded from the bargaining unit. The City and Union agree that the following personnel shall be excluded from the bargaining unit:

- A. Fire Chief
- B. Assistant Fire Chief or One (1) Designated Administrative Assistant
- C. Probationary Firefighters, except where noted in the CBA.
- D. Civilian Employees

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ARTICLE 3 AUTHORITY AND TERM

SECTION 1. The articles in this Agreement constitute an agreement by and between the Employer and the Union.

SECTION 2. This Agreement shall be effective as of the 1st day of July 2026 and shall remain in full force and effect until the 30th day of June 2027.

SECTION 3. The terms of this Agreement shall not exceed one (1) year, provided this Agreement shall continue from year-to-year and be automatically extended for one-year terms unless written notice of request for negotiations is given by either party at least thirty (30) days before the anniversary date of this Agreement. Should a new agreement be in stages of current negotiations, the existing agreement shall be automatically in effect.

SECTION 4. It shall be the obligation of the Employer to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

SECTION 5. Whenever wages, rates of pay, or any other matters requiring the appropriation of monies by the Employer are included as matters of collective bargaining under the provisions of this Agreement, it is the obligation of the Union to serve notice of request for collective bargaining at least one-hundred twenty (120)

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days before the last day on which monies can be appropriated by the Employer to cover the contract period, which s the subject of the collective bargaining procedure.

SECTION 6. In the event the Union and the Employer are unable within thirty (30) days from and including the date of the first meeting to reach an agreement, any and all unresolved arbitratve issues may be submitted to arbitration at the request of either party, in accordance with the provisions of Title 11, O.S.A. (1978), SECTION 51-106 through 51-110.

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ARTICLE 4 MANAGEMENT RIGHTS SECTION

SECTION 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power of 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 limitation within the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the right in accordance with the Constitution and Laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of McAlester, Oklahoma, and the ordinances and regulations promulgated thereunder;

- A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department in all respects, except as above stated;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote or transfer any Firefighter;
- D. To determine the table of organization of the Fire Department,

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including the right to organize and reorganize the Fire

Department and the determination of job classifications and

ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Fire Department;

F. To allocate and assign work to Firefighters within the Fire Department;

G. To be the sole judge of the qualifications of applicants and training of new employees;

H. To schedule the operations and to determine the number and duration of hours assigned duty per week;

I. To establish and enforce Fire Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget, and;

M. To take whatever action may be necessary to carry out the mission of the Employer in situations of emergency.

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ARTICLE 5 UNION RIGHTS

SECTION 1. The Union President and his two (2) designees shall be granted time off with pay to conduct bona fide and necessary business, up to an aggregate maximum of ninety-six (96) hours during the term of this Agreement, provided, approval is obtained from the Fire Chief or his designee. Records of time off for Union business will be maintained by the Fire Department Administration. A copy of this record will be provided to the Union President and/or his two (2) designees upon request.

SECTION 2. It is agreed by the City that up to three (3) members of the bargaining unit may serve as members of the Union negotiation team for the purpose of negotiating annual agreements and shall be excused from duty without loss of pay, if prior approval is obtained from the Fire Chief. The parties expressly understand that no Union member shall receive additional compensation from the City due to the Union member's status as a member of the negotiation committee for the Union.

SECTION 3. The Union may have a bulletin board within the Fire Station, its size and location subject to the approval of the Fire Chief. It is for notices concerning Union; education, recreation and social affairs, and other matters the Union and the Employer may agree upon. It is understood that material of a political,

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controversial or inflammatory nature shall not be posted. For the purposes of this section, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government or toward elected officials of the City of McAlester. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board that does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material, and further ensure that the posting of such material is limited only to the bulletin board.

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ARTICLE 6 DEFINITIONS

SECTION 1. Grievance - Grievance shall mean any alleged unilateral violation of this Agreement by either party or any dispute or controversy concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

SECTION 2. Management - Management shall mean the City Manager, his designated representative or such other person(s) carrying out his directions or policies or acting in his behalf.

SECTION 3. Employee - Employee shall mean any full-time employee engaged in the occupation of fire fighting for the City, excluding the Chief and one Assistant Fire Chief or one Administrative Assistant, probationary employees and civilian employees.

SECTION 4. Immediate Family - Immediate family shall mean spouse, children, brothers, sisters, parents, guardians or other relatives of the employee who reside in employee's household and brothers, sisters and parents of employee's spouse.

SECTION 5. Probationary Period - Probationary period shall apply to any employee who has served the City Fire Department for less than twelve (12) months. Probationary period for employees advancing into a higher rank shall not be less than six (6) months, or more than twelve (12) months, at the discretion of the Chief, substantiated by written evaluation.

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SECTION 6. Twenty (20) Year Anniversary Date - The anniversary date is twenty (20) years from the date of the employee date of hire in the McAlester Fire Department. Any interruption or break in service shall be added to the employee anniversary date to **ensure** that the employee has a full twenty (20) years of service with the McAlester Fire Department.

SECTION 7. Anniversary Date - Anniversary date for all merit evaluations will occur on an employee's initial hire date and will remain with the employee during his/her entire tenure with the City of McAlester Fire Department, regardless of promotions. For all employees who have an anniversary date based on their last promotion and were not topped out as of 7/1/2006, they will continue to have merit evaluations based on their last promotion. This date will remain with the employee for future merit evaluations regardless of future promotions until the employee tops out and reverts to date of hire for anniversary date. (This definition will change language in a number of locations in the agreement and if the parties miss a particular location this definition is controlling.)

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ARTICLE 7 PREVAILING RIGHTS

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

SECTION 2. It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

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ARTICLE 8 PROHIBITION OF STRIKES

SECTION 1. During the term of this Agreement, the Union agrees to prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being party to such activities. In addition, the Union agrees not to petition its affiliate, AFLCIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions heretofore enumerated are not caused or authorized by the Union. Union shall not aid or assist any person or parties engaging in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefit to those persons or parties participating in such prohibited conduct and activities; provided, however, that Union may provide legal representation.

SECTION 2. Upon notification, confirmed in writing by the City to Union, that certain of its members are engaging in wildcat strike. Union shall immediately in writing, order such members to return to work at once and provide City with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike is in-progress or has taken place or that any particular member is or has engaged in a wildcat

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strike. The notification shall be made solely on the representation of Employer. In the event that a wildcat strike occurs, Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible.

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ARTICLE 9 MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1: Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, size, national origin, status or union membership, political affiliation or mental or physical handicap. Specifically, pursuant to Equal Employment Opportunity Commission Guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended.

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ARTICLE 10 UNFAIR LABOR PRACTICE

SECTION 1. The Employer and the Union agree that unfair labor practices, as defined in Title 11 O.S.A. (1978), **SECTION 51-102 (6), (6a), and (6b),** shall constitute unfair labor practices for the purpose of this Agreement, and shall be subject to review by the P.E.R.B. of the State of Oklahoma.

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ARTICLE 11 PERSONNEL REDUCTION

SECTION 1. In the event of a personnel reduction, the employee with the least seniority shall be laid off first. Seniority shall be determined by the last date of hire within the Fire Department.

SECTION 2. No new employees shall be hired until the employee or employees laid off have been notified that an opening exists by certified or registered mail. Within fifteen (15) days after receiving such notification, employee or employees on layoff will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to continue his employment with the McAlester Fire Department.

SECTION 3. Employees who have been laid off shall retain the recall preference for a period of twelve (12) months from the date of individual layoff from duty.

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ARTICLE 12 GRIEVANCE PROCEDURE

SECTION 1. The City, Union or any employee covered under this Agreement may file a grievance within thirty (30) days of alleged occurrence, as hereinafter defined, and shall be afforded full protection of this Agreement. For the purposes of this Article, "City" shall mean the Fire Chief or his designated representative.

SECTION 2. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief to forestall its occurrence; similarly, the Union may be so informed by the City.

SECTION 3. Any controversy between the City and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement shall be adjusted in the following manner:

- A. The grievance shall be discussed by the employee involved with the City. The answer shall be orally submitted by the City within ten (10) calendar days to the employee involved and to the Union President.
- B. If the grievance is not settled by the provision of SECTION 3A, it shall be submitted, in writing, to the Union Grievance Committee. Within ten (10) calendar days, the Union Grievance Committee shall determine, in its sole discretion and judgment,

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whether or not a grievance exists within the terms and conditions of this Agreement.

- C. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance and written report of their fact-finding investigation to the Fire Chief for adjustment.
- D. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- E. The Fire Chief shall submit his answer, in writing, to the employee involved and to the Union Grievance Committee within five (5) business days. If the grievance has not been settled within that time, it then shall be sent to the City Manager for adjustment.
- F. The City Manager shall submit his answer, in writing, to the Grievance Committee within ten (10) business days. If the Fire Chief, the employee involved, the City Manager, and the Union Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration for adjustment as follows:
- 1) The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in writing, of the name and address of the person so selected.

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- 2) The two (2) arbitrators so selected and named shall, within ten (10) days, agree upon and select a third arbitrator.
- 3) If, on expiration of the period as above stated, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.
- 4) Within seven (7) calendar days from the receipt of such panel, the two (2) arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be chairman of the Arbitration Board. The parties will alternate who shall strike the first name.
- 5) The Arbitration Board (acting through its Chairman) shall call a hearing to be held within thirty (30) calendar days after the date of the appointment of the Chairman.
- 6) Within twenty (20) days after the conclusion of the hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the issue presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- 7) With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator

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shall be final and binding on the parties to this Agreement.

- 8) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- 9) The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

SECTION 4. All time limits set forth in this Article may be extended by mutual consent but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

SECTION 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, the Union, or

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other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any Court or other appeal forum.

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ARTICLE 13 MAINTENANCE OF PHYSICAL CONDITION AND FITNESS FOR DUTY

SECTION 1. The City and Union mutually recognize that the health and physical fitness of its Firefighters are of paramount importance. It is recognized that it is each employee's responsibility to maintain a physical condition sufficient to perform the position he/she holds. In order to maintain said condition, City may develop, and each employee shall undertake, a program of progressive physical condition and exercise on a regular basis.

SECTION 2. The City agrees that positions shall be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations at the City's expense. The City will advise the employee, in writing, of the basis for the examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation as required by the appropriate medical authority. If the medical authority determines that a life-threatening condition exists, suspension may be ordered.

SECTION 3. An employee who is suspended or terminated from

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active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

SECTION 4. It is understood and agreed that the City shall seek and receive from Union input as to review and conditioning programs. It is agreed that the City and Union have, by this Article, made a mutual commitment to improve the physical health and safety of the members of the bargaining unit. The physical conditioning program shall not be employed in a disciplinary or correctional manner. Prior to participation in the program, each employee shall receive medical evaluation to establish participation parameter.

SECTION 5. Prior to implementation of a functional employment testing program and/or a program of progressive physical conditioning and exercise both Management and the Bargaining Agent must agree with the program in its entirety.

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ARTICLE 14 MERIT INCREASES

SECTION 1. The parties hereto recognize that increases and steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. Effective July 1, 2023 a 13th step shall be added to the fire fighters base pay schedule. In order to ensure proficiency in advancement, the City may administer proficiency examinations.

SECTION 2. The City will prepare proficiency examinations with respect to training and materials actually made available at least sixty (60) days prior to the testing date.

SECTION 3. All employee merit evaluations will occur on his/her current anniversary date. Anniversary date is as defined in Article 6 above.

SECTION 4. RESERVED

SECTION 5. - RESERVED

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ARTICLE 15 HOURS OF DUTY

SECTION 1. Employees shall work a schedule of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty.

SECTION 2. Employees work period shall be twenty-seven (27) days averaging two hundred and four (204) hours per work period on an annual period.

SECTION 3. Shift change shall be executed at 0700. In the event an employee is moved from one station to another station during the normal shift the employee will receive normal city mileage for the distance they travel from one station to another to compensate him/her for use of their personal vehicle. The travel expense will be calculated and submitted quarterly.

SECTION 4. It is agreed that members of the bargaining unit who are injured as a result of their personal pursuits while on the Employer's premises shall have no basis for claim against the Employer under Title 85 of the Oklahoma Statutes, entitled "Workmen's Compensation".

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ARTICLE 16 CALL BACK AND OVERTIME

SECTION 1. Employees who are called back to duty from an off-duty status shall be credited with a minimum of one (1) hour of duty at a time and one-half computation. A callback list shall be established beginning with the most senior fire department member to the least senior member. When situations arise that require one or more employees to be employed for 12 hours or more at time and one-half (1 1/2) their regular rate of pay, due to occurrences relating to manning the employee at the top of the list, will be given the opportunity to work the overtime. Regardless of whether the employee is unable to work or works the callback, his name will go to the bottom of the list. The next employee rotates into the top spot until all employees have been given the opportunity to work the callback.

SECTION 2. Overtime shall consist of authorized duty in excess of the number of hours in any scheduled work week. Checking in and checking out time shall not be counted when computing overtime. The Fire Chief or City Manager shall have the authority to schedule departmental meetings six (6) times annually. These meetings will be mandatory for attendance, and members will be paid for the time attended. Anyone not able to attend, must notify the Fire Chief or his designee.

SECTION 3. No member of the bargaining unit shall be awarded

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overtime compensation without the prior approval of the Fire Chief or his designee.

SECTION 4. Each employee shall furnish the City Manager's Office with a letter from his "outside" employer stating the employee acknowledges that the McAlester Fire Department is his primary responsibility. All "outside" employment shall be approved by the Fire Chief or City Manager each year.

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ARTICLE 17 HOLIDAY BANK TIME

SECTION 1. Each employee shall be granted fourteen (14) days of holiday bank time on the first day of July. In lieu of the fourteenth(14th) holiday, members shall be compensated straight time plus 1/3 (total of 28 hours) for a 24 hour shift at the employee's normal rate of pay. The Fire Marshal shall be compensated straight time plus 1/3 for a total of 11 hours at the employee's normal rate of pay. These checks shall be distributed between August 1st and August 15th of each current year. (see attachment #4)

SECTION 2. Employees may take holiday bank time at any time subject to the following:

- A. It must be approved and scheduled in advance with the Fire Chief or his designee;
- B. It must be taken in amounts not less than twenty-four (24) hours at one occurrence.
- C. Earned time may be taken in twelve (12) hour increments with approval of Captain. Captains shall request approval from the Fire Chief.

SECTION 3. Holidays observed by the City are:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day

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D. Memorial Day

E. Juneteenth Day

F. Independence Day

G. Labor Day

H. Indigenous Peoples' Day

I. Veterans Day

J. Thanksgiving Day and the Friday following Thanksgiving Day

K. Christmas Eve and Christmas Day

L. Birthday

SECTION 4. In the event other City employees receive an extra holiday during the year, the members of the Fire Department will receive an extra holiday also.

SECTION 5. All holidays are to be scheduled and used in the fiscal year in which the hours are accrued. The only exception will be where an individual cannot take certain hours of leave due to the demands of work as determined by the Fire Chief or his designee. All hours not used at the end of the fiscal year must be used within the next three months and, if they cannot be used due to work demands as determined by the Fire Chief, the hours will be paid out of the next regular pay period following September 30th of the applicable year. Subject to this exception, holiday leave hours cannot be carried over from year to year. (see attachment #4)

SECTION 6. Firefighters working holidays shall accrue twelve

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(12) hours of comp time for working that holiday. This comp time accrual is restricted to fire department employees working the majority of the holiday.

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ARTICLE 18 SICK LEAVE

SECTION 1. Each member of the bargaining unit shall accumulate accrued sick leave at the rate of one (1) day per month.

SECTION 2. All sick leave accrual shall be subject to a maximum accrual of ninety (90) days as of January 1st of each year. An employee's sick leave accumulation shall be reduced by at least one and one-half (1.5) days per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. As the accumulation is reduced, the City shall pay the employee for the excess over accumulation. The City shall be required to purchase no more than two and one-half (2.5) days per month of excess sick leave at the employee's normal rate of pay on an hour per hour basis with a maximum accumulation of 75 days over the 30-month period. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate. After the employee's twenty (20) year anniversary date the City shall have no further obligation to buy the employee's accumulated sick leave. However, the employee following his twenty (20) year anniversary date shall be able to accumulate up to forty-five (45) shifts of sick leave. This additional accumulation, plus any sick leave that may have been accumulated prior to the twenty (20) year anniversary date that was

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not subject to buyback, at retirement, these employees will not be compensated for accrued but unused sick leave. Upon separation, prior to an employee becoming eligible to receive their regular service pension, the employee shall be paid for unused sick leave on a one to three basis i.e. pay for one (1) shift for each three (3) shifts of accumulated leave. However, no employee may receive payment for more than the number of hours set forth in Subparagraph A, above, respectively based on hire date. The parties acknowledge that Administrative Policy No. 27 and **SECTION** 3.02 entitled Compensation for Unused Sick Leave contained in the City's Personnel Manual shall not apply to those employees covered by SUBSECTION A above.

SECTION 3. Computation of sick leave shall be accomplished and recorded as of December 31st of each year by crediting each employee with one (1) day of sick leave for each month of employment during that year, and then deducting one (1) day for each shift period used as sick leave.

SECTION 4. Sick leave shall be used when sickness or injury incapacitates employees, which is not job-related.

SECTION 5. Sick leave with pay shall be granted to employees in accordance with the following provisions: Sick leave used shall not exceed the total amount accrued to the employee at the time of his absence;

A. Leave without pay may be granted by the Chief or his

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appointed designee for sickness or injury extending beyond the amount of accrued sick leave;

B. Non-scheduled work days shall not be included in computing sick leave expenditures; employees shall be granted up to two (2) work days of sick leave as emergency leave with pay in the event of a death or serious illness of the employees or employees' spouses, immediate family and/or grandparents, grandchildren, aunts and uncles.

SECTION 6. Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Chief, or his designee, within a reasonable time after their usual reporting time, if physically able to do so. Reasonable time is generally considered to be one (1) hour after the usual reporting time.

SECTION 7. Sick leave with pay in excess of two (2) work days for reasons of personal illness or injury shall be allowed only after presentation of a written statement by physician certifying that the employee's condition or his immediate family's condition prevented him from appearing for work or presenting himself for duty. Employee calling in for sick leave shall leave telephone number and address where he/she can be reached. Employee will be checked. Failure to answer telephone check will result in loss of pay for that shift. A written reprimand will accompany the loss of pay.

SECTION 8. All costs for medical care required by employee

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because of an injury in the line of duty shall be the responsibility of the City through the Workmen's Compensation system. However, an employee may not receive both paid benefits in the form of sick leave and/or injury leave, and concurrently receive benefits in the form of temporary disability payments through the State-required Workmen's Compensation System.

SECTION 9. Employees who accrue sick leave in excess of their maximum accumulation days during any year shall be permitted to exchange such excess for annual leave time on a two to one (2 to 1) basis two (2) sick days of such leave for one (1) day of annual leave) or to be paid for such excess on the same basis (payment for one (1) annual leave day for each two (2) sick days. Excess sick leave will be exchanged for annual leave at the rate of two (2) for one (1) in January following the year in which it is earned. A one-day bonus shall be given to any member of the Fire Department who has not used a sick day during the year. Accumulation of ninety (90) sick days is not necessary to receive the bonus day. The City reserves the right to determine whether any buy back of sick leave shall occur. For buy back purposes, refer to Administrative Policy No. 27. Buy back of sick leave under SECTION 2A shall have no effect on receiving the one (1) day bonus. Bonus day is to be taken and not bought back.

SECTION 10. As a matter of definition, one sick day will be equal to one twenty-four hour shift. This sick day accrual will be at

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the rate of one day per month.

SECTION 11. Upon depletion of sick leave for any reason, the Employee may apply for advance sick leave at a rate of one-shift advancement for every year of service up to a maximum of twenty (20) shifts. The employee will pay back any advancement within a thirty (30) month period. To be approved for advanced sick leave the Employee will have to follow the provisions provided under SUBSECTION B of this SECTION. A committee to review and approve advanced sick leave shall be formed with every request. The committee will consist of:

- A. Deputy Fire Chief
- B. City Manager or designee
- C. Union President or designee
- D. Two (2) non-probationary firefighters at large

Employees will be eligible for the employee donation program if they have exhausted all sick leave, including any advanced leave by the Employer. Any advance not paid back when an employee terminates for any reason may be deducted from employees' last check.

ARTICLE 19 INJURY LEAVE

SECTION 1. Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job.

- A. Injury leave will not exceed sixty (60) consecutive scheduled shifts for each injury or occupational illness.
- B. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.
- C. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave. Should an employee die as a result of an occupational illness or injury sustained on the job, the City agrees to pay funeral expenses of the deceased employee up to a maximum of \$5,000.

ARTICLE 20 SENIORITY

SECTION 1. Seniority shall mean the status attained by length of continuous service for the Employer. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of, not to exceed one (1) year, probationary period.

SECTION 2. Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

SECTION 3. Where two or more employees in the same classification were appointed on the same date, their relative seniority standing shall be determined in the order of their employment application.

SECTION 4. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence, and
- D. Retirement.

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ARTICLE 21 UNIFORM ALLOWANCE AND PROTECTIVE EQUIPMENT

SECTION 1. Such uniforms and/or equipment will be repaired or replaced by the City, when, in the opinion of the Chief, or his designee, such repairs or replacements are deemed necessary.

SECTION 2. Each employee shall be responsible for the proper care and maintenance of his assigned protective equipment, and if such equipment is lost or damaged through over-sight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such equipment.

SECTION 3. Each employee shall receive a check in the amount of \$750.00 for annual clothing allowance paid to each individual in the month of July. These monies are to be used only for the purchase and replacement of uniformed clothing as prescribed by the Fire Department Rules & Regulations. Checks shall be paid to each member prior to July 31st of each contract year.

SECTION 4. RESERVED

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ARTICLE 22 ANNUAL LEAVE

SECTION 1. Employees with zero (0) to five (5) years of service shall earn twelve (12) hours per month of annual leave with pay each calendar year, or a total of six (6) days per year. (see attachment #4)

SECTION 2. Employees with five (5) to ten (10) years of service shall earn twenty (20) hours per month of annual leave with pay each calendar year or a total of ten (10) days per year. (see attachment #4)

SECTION 3. Employees with excess of ten (10) years of service shall earn thirty (30) hours per month of annual leave with pay each calendar year or a total of fifteen (15) days per year. (see attachment #4)

SECTION 4. The annual vacation schedule shall be posted no later than January 1 of each year or immediately following completion of shift and station bid selections under **SECTION 302** of the Rules and Regulations, whichever occurs first. Employees shall be permitted to sign and bid for vacation scheduling for a period of thirty (30) days following posting. Seniority shall be a determining factor in the assignment of annual leave. The Fire Chief or his designated representative shall establish the annual leave schedule. (See attachment #4)

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SECTION 5. Employees may accumulate annual leave up to a maximum of forty-five (45) calendar days. The City may buy back any excess annual leave over the forty-five (45) day maximum but not to exceed the (10) days over forty-five (45) days. The City reserves the right to determine whether any buy back shall be affected. (see attachment #4)

SECTION 6. One (1) day equals twenty-four (24) hours (1 = 24 hours).

SECTION 7. For those employees hired prior to 2007, the City shall be required to purchase up to 720 hours of accumulated annual leave at separation or retirement. For those that were hired after 2007, the City shall be required to purchase up to 260 hours of accumulated annual leave at separation or retirement. There will be no City obligation for probationary employees.

ARTICLE 23 DUES AND SUBSCRIPTIONS

SECTION 1. The employer agrees to pay all dues, certification fees, recertification fees, and subscription fees for all employees qualified for membership or certification in the following organizations:

- A. Oklahoma State Firefighters Association;
- B. National Registry of Emergency Medical Technicians;
- C. Oklahoma State Emergency Medical Technicians Association.
- D. Pittsburg County Fire Fighters Association

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ARTICLE 24 INSURANCE

SECTION 1. The City shall have no responsibility to offer or provide any insurance to members of the bargaining unit. The City shall pay to the designated representative of the members of the bargaining unit any and all uniformed personnel on probation an amount equal to the city's cost in providing each City employee with medical, dental and life insurance or \$804.05 per bargaining unit member, whichever is more.

SECTION 2. The bargaining agent shall provide the City notice by April 1st prior to the beginning of a new contract year that they wish to join the City's medical insurance plan, the City agrees to accept all employees subject to acceptance by the City's insurance carrier.

SECTION 3. The Employer agrees to payroll deduct dependent coverage for members of the bargaining unit who have authorized and approved such payroll deduction.

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ARTICLE 25 UNIFORM MAINTENANCE ALLOWANCE

SECTION 1. Each employee shall be responsible for cleaning and laundering of uniforms and maintenance of footwear.

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ARTICLE 26 LONGEVITY SERVICE PAY

SECTION 1. In addition to the base rate for each position, City agrees to provide a longevity service pay benefit for each member of the bargaining unit, which shall be calculated on a basis of five-dollars (\$5.00) per month for each year of continuous service with the City. The longevity benefit shall commence with the fifth anniversary date of employment. Said longevity shall be paid semi-annually in the months of June and December of each calendar year with a maximum benefit of thirty (30) years.

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ARTICLE 27 DUES DEDUCTIONS

SECTION 1. City agrees to deduct regular monthly Union dues from earned wages of those members of the bargaining unit. The deduction shall be made from one (1) paycheck each month. The check for the total payment of dues withheld by the City shall be made monthly to the Secretary-Treasurer of the Union.

SECTION 2. Employees authorizing deductions shall present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction.

SECTION 3. City shall deduct dues only from employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions. Deductions shall be at a stated rate throughout the term of the collective bargaining agreement executed herein. No deductions shall be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

SECTION 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation shall be refunded by the Union. The City shall not be responsible for errors or omissions. In the case of an error or improper deduction made by the City, a proper adjustment of same shall be made by the Union with the employee affected.

SECTION 5. The Union shall indemnify, defend, and hold the City

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harmless against any and all claims made, and against any suit instituted against the City on account of payroll deduction of Union dues. The cost for the payroll deduction service charged by the City shall be in accordance with the following:

- A. All extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the Union, or due to the furnishing of indefinite, erroneous or conflicting data shall be paid for or borne by the Union. The charges are to be based upon the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the Union;
- B. For normal services contemplated by this SECTION, the Union shall be charged \$200.00 per year.
- C. City shall not be liable either at law or equity for any damages incurred by the Union which occurs from the City's nonperformance or delay of the duties and obligations of this covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control. Any member of the Union wishing to stop Union dues deductions shall notify the personnel/payroll office by the first day of each month.

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D. Employees in the bargaining unit who are not members of the Union may voluntarily elect to have an amount deducted from their paycheck, which reflects 85% of the monthly Union dues amount. In order to provide for such a voluntary, monthly deduction from a paycheck, an employee must present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction. Further, any such employee may revoke such authorization and such voluntary deduction at any time, upon presenting written notice of revocation to the City more than thirty days prior to the next deduction.

SECTION 6. The Employer agrees to make payroll deductions of an IAFF payroll assessment fee in addition to those provided in SECTION 1 from the paychecks of dues-paying members of the Union. The assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, .

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ARTICLE 28 WAGES

SECTION 1. Base Pay: The parties agree to a 0% Cost of Living increase for the 2026/2027 contract year. The rank structure shall be as follows:

FIREFIGHTERS PAY RANGE

- A. Captains F-19
- B. Lieutenants F-17
- C. Operators F-15
- D. Firefighter II F-13
- E. Firefighter I F-11
- F. Probationary Firefighter F-9

SECTION 2. All members of the Fire Department shall obtain State EMT Certification within the first two (2) years of employment with the McAlester Fire Department unless circumstances warrant extending the time period by the Fire Chief. After the first registry obligation there will be no further requirements to maintain National EMT Certification status. Fire Department personnel who receive their EMT/Paramedic or Advanced EMT/EMT Intermediate license shall be reimbursed for books and tuition upon receiving their certification and license. Fire Department personnel receiving this reimbursement will be

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required to pay the city back said reimbursement if the employee voluntarily terminates from employment within two (2) years of receiving their license. Incentives for completion of licensure is as follows;

A. Advanced EMT/EMT Intermediate, \$100.00 per month;

B. EMT/Paramedic, \$200.00 per month.

Fire Department personnel who received their license prior to July 1st, 2015, will be reimbursed for books and tuition after July 1st, 2015. Each firefighter/officer shall receive an additional \$20.00 per month per training sticker, not to exceed \$470 per month for all stickers and units inclusive and those identified by separate article in Article 36. Only five (5) refresher stickers will be counted toward training sticker incentive pay. The second five (5) training stickers may include one (1) refresher sticker per course only. Each party reserves the right to request reopening this contract if requirements of EMTs change during the course of this contract period.

A. Each firefighter obtaining an Associate's Degree shall receive \$25.00 per month over base salary.

B. Each firefighter obtaining a Bachelor's Degree shall receive \$50.00 per month over base salary.

C. Each firefighter obtaining a Master's Degree

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shall receive \$75.00 per month over base salary.

These educational incentives are not cumulative, and satisfactory proof of qualification must be provided by the firefighter. Each firefighter shall receive an additional \$10.00 a month for obtaining the first instructor certification and \$5.00 a month for the next three (3), with a maximum of \$25.00 a month. Instructor certifications are limited to Instructor Level I, Instructor Level II, Fire Cause Determination and Investigation (FCDI), Level I, FCDI, Level II and CPR Instructor.

Each firefighter/officer shall receive an additional \$50.00 per month over base salary for obtaining the qualifications required to be a Fire Department Inspector/Investigator.

Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Training course not to exceed \$25.00 per month. Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Train-the-Trainer course or Hazardous Material Response Team Instructor (as identified in Article 36, Section 4) not to exceed \$25.00 per month. This incentive is no longer obtainable after 07-01-05. Incentives earned under this sub-section prior to 07-01-05 shall continue.

Certified EMT instructors shall receive one hundred Fifty

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dollars (\$150.00) a month's incentive pay. No more than three EMT instructors will be eligible to receive this pay and the Fire Chief shall be responsible for making the assignments. Each Firefighter will be paid \$5, \$10, or \$20 per month for completion of any fire/rescue/Haz-mat accredited classes according to the incentive pay schedule below:

- A. \$5 incentive per month for four hours or less
- B. \$10 incentive per month for five to fifteen hours
- C. \$20 incentive per month for sixteen hours or more

The following classes are basic requirements for all new recruits and shall not be eligible for incentive pay:

- A. HAZ-MAT AWARENESS
- B. HAZ-MAT OPERATIONS
- C. NIMS TRAINING
- D. ONLINE TRAINING FIREFIGHTER I
- E. BASIC EMT

This is subject to the incentive limitation as identified in Article 28, Section 2a. All members of the McAlester Fire Department shall obtain and maintain Hazardous Materials Operations Level Certification. Any employee wanting to receive incentive pay and serve on Hazardous Materials Response Team (HMRT) at Technician certification level will be paid an additional seventy-five (\$75.00) per month. Not subject to limitations as identified in Article 28,

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Sec.2-A. Employees may sign up for this incentive upon completion of the course or each year in July. Employees may remove this incentive after two (2) years of signing up. (This would allow for the choice to be on the HMRT.) Should the number of Techs fall below the required minimum, the Employer may request negotiations and re-open this section of the agreement with ten (10) days' notice to the Bargaining Agent. The Fire Marshall shall receive an additional one hundred fifty dollars (\$150) per month for successfully completing and maintaining CLEET Certification and Bonding.

SECTION 3. A Firefighter shall obtain the rank of Firefighter II after:

- A. The successful completion of Firefighter I certification/accreditation.
- B. The successful completion of EMT basic training and issuance of the Oklahoma State EMT registration.
- C. The successful completion of five (5) \$20 incentives as identified in Article 36, McAlester Fire Service Training.

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ARTICLE 29 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 to 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 part of this Agreement as is specifically set forth herein.

SECTION 4. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

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ARTICLE 30 REIMBURSEMENT FOR PERSONAL PROPERTY

SECTION 1. Personal articles necessary to enable Firefighters to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City; however, with regard to watches, the City's responsibility to repair or replace may not exceed \$75.00.

SECTION 2. Personal articles, as contained in this Article, shall include, but are not limited to: 1. Prescription eyeglasses and/or contact lens; 2. Dentures; 3. Hearing aides; 4. Watches; 5. Medical ID jewelry.

SECTION 3. A written report of the damage or breakage shall be made to the on-duty Shift Commander when such damage or breakage occurs.

SECTION 4. When repair or replacement is necessary, the Firefighter's report stating how, when, and where such damage or breakage occurred shall be forwarded to the Fire Chief.

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ARTICLE 31 WORKING OUT OF CLASSIFICATION

SECTION 1. ~~When an authorized budgeted position is temporarily and/or permanently vacant and the Fire Chief has authority to fill said vacancy, the Fire Chief shall appoint an employee to fill said vacancy on a temporary basis.~~

When a vacancy exists the Shift Commander shall have the authority to assign an employee to perform the duties of that classification to meet operational needs.

SECTION 2. ~~After forty-five (45) calendar days from the date of actual vacancy, an employee appointed to fill that position on a temporary basis shall be entitled to receive the base salary pay of that position. Once the position is permanently filled, this working out of classification pay shall cease on the date of the permanent appointment.~~

Such assignment shall be considered authorized when made unless modified by the Fire Chief or Designee within two (2) hours of the assignment. If the Fire Chief does not rescind the assignment within that timeframe, the assignment shall remain in effect for the remainder of the shift..

SECTION 3. The shift commander may schedule no more than three (3) personnel per shift to work out of classification.

SECTION 4. Any employee assigned to work out-of-classification

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shall receive a thirty-five dollar (\$35.00) stipend for each shift of twelve (12) hours or more worked in the higher classification.

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ARTICLE 32 GARNISHMENTS AND LEVY ON WAGES

SECTION 1. Employees shall be expected to pay their bona fide debts so as not to bring discredit to the department and the City.

SECTION 2. Failure to comply with this Article by means of the City being served with a Garnishment and/or Levy on Wages on an employee may be cause for dismissal, providing such employee has had more than two (2) Garnishments and/or Levy on Wages served on the City for process within one (1) calendar year, excluding continuous orders.

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ARTICLE 34 SHORT TIME LEAVE

SECTION 1. Fire personnel may take leave in twelve (12) hour increments, provided such absence does not create manning problems. Such short-time leave shall be deducted from accrued, unused holiday, sick or annual leave, as appropriate under existing criteria for leave usage in Article 17, 18 or 22, subject to Management or Management's designee's discretion as listed in each specific article.

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ARTICLE 35 PROMOTION PLANS FOR McALESTER FIRE DEPARTMENT

SECTION 1. The Promotion Board shall consist of five members: City Manager or his designee, Fire Chief, Local 111 Union President, and two (2) at-large firefighters elected by the Bargaining Unit. The City Manager, Fire Chief, and Union President shall serve as long as they occupy the office described above. The at-large representatives shall serve a period of two (2) years. Each member shall have one (1) vote and the majority of the votes shall be the final decision on Promotion Board matters. The Fire Chief shall serve as Board Chairman.

SECTION 2. Eligibility questions and Promotional Issues not contained specifically herein shall be posed to the Promotion Board for a ruling. If such an issue should arise any member will call the Board Chairman and it shall be his purpose to set notice, call meetings, and notify each member when a Promotion Board meeting is required.

SECTION 3. All testing for promotion shall contain at least three (3) applicants. In the event there are not three (3) applicants eligible as identified in **SECTION 4**, the Promotion Board shall recess back one day at a time, utilizing time in grade, then time in service, until at least three (3) applicants are obtained. If more than one applicant falls eligible in the same day that the third

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applicant has become eligible, then these applicants will likewise be eligible.

SECTION 4. Eligibility requirements for promotion shall be:

- A. Driver/Operator - Must have been a firefighter for three (3) years without any interrupted service with the McAlester Fire Department.
- B. Lieutenant - Must have six (6) years of uninterrupted service with the McAlester Fire Department and three (3) years of the six (6) years must have been as a Driver/Operator.
- C. Captain - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) years must have been as Lieutenant.
- D. Training Captain/Fire Marshall - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) must have been as a Lieutenant.

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Must have satisfactorily completed the following O.S.U. Fire Service Training Courses:

- 1) Fire/Arson Detection (12 hours),
- 2) Fire Cause Determination and Investigation Level II (72 hours), Fire Instructor Level II
- 3) Inspection Practices (60 hours),
- 4) Three (3) college hours relating to Fire Inspection Practices or a Fire Service Training Inspection Certificate from an accredited school, and Basic Police Academy Training by C.L.E.E.T.

*Should any employee applying not have the required C.L.E.E.T. training or the three (3) college hours relating to Fire Inspection Practices but meet all other criteria, then these requirements shall be waived. The Fire Marshall appointed will have up to one (1) year to successfully complete these requirements unless Management determines that additional time is necessary to complete these requirements.

SECTION 5. All tests shall be administered by O.S.U. Fire Service Training and shall consist of 100 multiple choice, true/false, or matching questions; the combination to be determined by O.S.U. Each question shall be worth one (1) point each. For Captain the test questions shall come from the most current edition of the following books: Company Officer, 40 questions; Fire

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Instructor, 30 questions; Essentials, 30 questions. For Lieutenant the test questions shall come from the most current edition of the following books: Company Officer, 35 questions; Fire Instructor, 30 questions; Essentials, 35 questions. For Driver/Operator the test questions shall come from the most current edition of the following books: Apparatus, 60 questions; Essentials, 40 questions. Passing score shall be a minimum of 60 points. If an applicant achieves the minimum passing score, they shall add one (1) point for each year of service over the minimum eligibility requirement for the position; they shall add one (1) point for each year of in grade service over the minimum eligibility requirements; they shall add one (1) point for each Certified Fire Instructor class (I or II) and one (1) point for each Fire/Arson class (I or II). A practical examination on streets, driving and operation of tools and apparatus utilizing a checklist shall be prepared and agreed upon by both parties on the Driver/Operator exam and a copy of the last street exam be provided to all applicants two weeks prior to the exam. This checklist and street test will be prepared within the Department, with the street test being prepared and the streets chosen on the day of the exam. For Fire Marshall/Training Captain the test questions shall come from the most current edition of the following books: Company Officer, 30 questions; Fire Instructor, 30 questions; Essentials, 10 questions and Inspection Practices, 30 questions.

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SECTION 6. The Fire Chief shall make the promotional appointment from either of the top two (2) applicants with the highest total score. If the highest scoring applicant. is not chosen the Chief shall give a reasonable explanation of why the highest scoring applicant was not chosen. Scores shall remain valid and eligible for one (1) year. If another vacancy occurs within this one (1) year, the Chief shall then make his appointment from the top two (2) applicants on the eligibility list.

SECTION 7. Any employee who has been reduced in rank by administrative action or on his/her own accord will not be eligible to test for that position for a period of one year.

SECTION 8. The Chief or his designee shall post an opening for promotion testing within thirty days from the date the position has become vacant.

SECTION 9. Any applicant who is eligible to test for any promotion shall notify the Chief in writing within the allotted deadline.

SECTION 10. Upon the Fire Chief's promotional appointment, the successful appointee will have a performance evaluation in six (6) months to sustain the appointment, with no added increase associated with the evaluation.

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ARTICLE 36 DEPARTMENTAL FIRE SERVICE TRAINING

SECTION 1. Basic Continuing Education - Basic firefighting continuing education shall consist of the following. All Fire Department Training must be taught by an Instructor 1 or 2, in house, or by an established training organization. All Training must meet NFPA/JPR and minimum training requirements for completion of each course.

- A. Unit 1-U1, Forcible Entry, Rope and Portable Fire Extinguisher
- B. Unit 2-U2, Ladder Practices
- C. Unit 3-U3, Hose Practices
- D. Unit 4-U4, Salvage and Overhaul Practices
- E. Unit 5-US, Fire Stream Practices
- F. Unit 6-U6, Fire Apparatus Practices
- G. Unit 7-U7, Ventilation Practices
- H. Unit 8-US, Rescue Practices
- I. Unit 9-09, First Aid Practices
- J. Unit 10-U10, Inspection Practices

SECTION 2. RESERVED

SECTION 3. Additional Continuing Education Courses- Additional fire-fighting continuing education shall consist of the following Fire Service courses, under the new recordkeeping system, and the minimum training required for completion of each course.

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- A. Unit 11-U11, Basic Strategy and Tactics
- B. Unit 12-U12, Firefighter Safety and Protective Equipment
- C. Unit 13-013, Fire Behavior and Chemistry of Fire
- D. Unit 14-014, Self-Contained Breathing Apparatus and Cascade
- E. Unit 15-U15, Company Officer
- F. Unit 16-016, Public Fire Education
- G. Unit 17-017, Wild Land Firefighting Fundamentals
- H. Unit 18-018, Leadership for Company Officer
- I. Unit 19-019, Industrial Fire Protection
- J. Unit 20-020, Fire Fighter Health and Safety

ALL FIRE/RESCUE, HAZ-MAT CLASSES OFFERED FOR FIRE SERVICE TRAINING WILL BE COUNTED TOWARDS MCALESTER FIRE DEPARTMENT'S SERVICE TRAINING.

SECTION 4. Hazardous Material Training - Hazardous material training courses shall consist of the following Fire Service, N.F.A Fire Service Training courses and/or Train-the Trainer hand-off courses and the minimum training required for completion of each course. (Reference Article 36, SECTION 1)

- A. Hazardous Materials Incident Analysis
- B. Hazardous Materials the Pesticide Challenge
- C. Recognizing and Identifying Hazardous Materials
- D. Incident Command System
- E. Hazardous Materials Response Team Training
- F. Hazardous Materials Operations

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G. Hazardous Materials Technician

H. LPG Class

I. Emergency Vehicle Driver Training

J. Confined Space Operations

K. Confined Space Rescue

L. Emergency response to terrorism

Should any of the "Hazardous Material Train the Trainer" courses be discontinued by the O.S.U. or N.F.A., employees having had the course either within the Fire Department or outside the department and being certified as a Level I or II instructor shall then meet the qualifications required to instruct these courses within the McAlester Fire Department and receive the incentive pay attached to these courses. Each firefighter who attends any courses taught by certified/accredited Fire Service Training or National Fire Academy or offered by any certified/accredited Fire Service Facility/Organization and is taught by their instructors will qualify as additional continuing education courses as if listed in SECTIONs 1, 3, and including Article 28, SECTION H.

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ARTICLE 37 PENSION/RETIREMENT

SECTION 1. In accordance with 11 O.S. 49-122, the City shall contribute the statutorily required percentage of the employees' total actual paid gross salaries to the Oklahoma Firefighters Pension and Retirement System.

SECTION 2. In accordance with 11 O.S. 49-122, the employee shall contribute nine percent (9%) to the Oklahoma Firefighters Pension and Retirement System. The new conversion calculation shall begin on November 1, 2013.

SECTION 3. All other terms of pension and retirement shall be governed by the Oklahoma Firefighters Pension and Retirement System as provided in 11 O.S. 49-100.1 to 11 O.S. 49-143, et al.

ARTICLE 38 TRANSFERS

SECTION 1. Any Full-time employee working for the City of McAlester excluded as an employee under the terms and conditions of this agreement may transfer into the Fire Department and the Bargaining Unit subject to approval by the Fire Chief and City Manager and pursuant to the terms of the agreement and the following SECTIONS.

- A. Any full-time employee who is approved for transfer into the Fire Department shall be allowed to transfer annual leave and sick leave accumulation into the Fire Department at a rate of eight (8) hours per day of accumulated leave. Annual leave accrual rates shall be based on time in service as an employee as defined in Article 6 of the Agreement.
- B. Any full-time employee who is approved for transfer into the Fire Department shall have longevity figured on continuous time in service with the City of McAlester rather than service with the Fire Department.
- C. Any full-time employee who is approved for transfer into the Fire Department shall begin his/her salary at the beginning pay classification, Step One (1) for a Fire Recruit. However, if the employee has prior documented fire

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service experience or is at least a Certified EMT he/she may begin his/her salary at Steps Two (2) or Three (3) but still at the same pay grade of a Fire Recruit.

D. Any successful applicant who is not a City employee shall likewise start at the Fire Recruit pay classification, Step One (1) unless he/she has prior documented fire service or is at least a Certified EMT. He/she too, must start at the Fire Recruit pay classification but start at a higher step grade as described in SECTION Four.

SECTION 2. Fire Department Employees (as defined under Article 6) transferring within the Department from a Line position to a Staff position or from a Staff position to a Line position shall make the conversion pursuant to the terms of the agreement and the following SECTIONs or sub-SECTIONs.

Any employee transferring from a Line position to a Staff position shall be allowed to maintain all annual leave and sick leave accumulations based on the total hours allowed under Article 22 and Article 18. Example: A) 45 days X 24 hrs = 1080 hours of annual leave accumulation. B) 90 days X 24 hrs = 2160 hours of sick leave accumulation. The employee may exercise an option to have all hours of accumulation reduced to eight hour days and to be compensated for all excess leave over and above the maximum accumulations on an hour for hour basis at the employee's regular hourly rate of pay. Example:

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1200 hours of annual leave accumulation reduced to maximum of 360 hours leaving 840 hours to be bought back by the City at the employee's hourly rate; or 2400 hours of sick leave accumulation reduced to maximum of 720 hours leaving 1680 hours to be bought back by the City at the employee's hourly rate.

- A. Any Employee transferring from a Line position to a Staff position shall accrue or earn annual leave and sick leave in the following manner.
- B. Employees with less than nine (9) years of service shall not be allowed to transfer from a Line position to a Staff position.
- C. Employees with nine years of service shall earn fourteen (14) hours per month of annual leave with pay each calendar year or a total of twenty-one (21) days per year and shall take annual leave based on eight (8) hours= one (1) day of leave.
- D. Staff employees will earn sick leave at a rate of eight (8) hours per month and shall take sick leave based on eight (8) hours= one (1) day of leave.
- E. Staff employees will receive thirteen (13) holidays based on eight (8) hours= one (1) holiday.
- F. Staff Employees shall begin to earn their leave and Holidays based on an eight (8) hour day (forty (40) hour

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work-week} on the first (1st) day of the month following the transfer from line to staff. All leave and holidays earned prior to this date will be at the 24hour day.

(Fifty-three (53) hour week)

G. Staff Employees shall work a schedule of eight (8) hours per day five (5) days per week or forty (40) hours per week. The daily and weekly work schedule is flexible and may be scheduled with the approval of the Chief as long as forty (40) hours per week are scheduled and worked.

H. Fire Department Employees (as defined under Article 6) transferring within the department from a Staff position to a Line position shall earn and accumulate all leave as listed in the specific article of the agreement for such leave beginning on the first (1st) day of the month the transfer takes place. All leave and holidays earned while employed as a Staff Employee will be at eight (8) hours= one (1) day rate.

SECTION 3. Transfers within the same pay grade from Staff to Line position or from Line to Staff position may be allowed only if the employee has tested for and is still eligible to fill a position that is created or has become vacant, or the employee is transferring to a position, either Staff or Line, that the employee formerly held.

ARTICLE 39 ALCOHOL AND DRUG TESTING POLICY

SECTION 1. ALCOHOL AND DRUG TESTING POLICY AND PURPOSE:

The purpose of this article is to maintain a work environment that is safe and conducive to high work standards. The policy is a joint effort of the City of McAlester and the IAFF Local 111 for the elimination of substance abuse and the improvement of related job performance. Having a substance abuse problem may render an employee unfit for duty. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems. This policy shall be in accordance with and administered pursuant to OKLA. STAT. title 40, 551, et, seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. SECTIONS 2717 and 1434 of the Federal statutes and the Department of Transportation (D.O.T.) Rules and Regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act and the rules promulgated pursuant thereto.

SECTION 2. EFFECTIVE DATE:

This policy will be effective thirty (30) days after official posting and following distribution of the policy to all members of the bargaining unit.

SECTION 3. APPLICATION AND VIOLATION:

This policy shall apply to all employees of the McAlester Fire Department. Employees who violate any aspect of this policy (including receiving a confirmed positive test or refusing to submit to testing) may be subject to disciplinary action, up to and including termination.

SECTION 4. PRE-PLACEMENT TESTING:

All applicants for position with the McAlester Fire Department shall undergo drug and alcohol testing as part of their physical prior to assignment. proceed to the test site immediately upon notification, unless the unit member is actively performing a safety-sensitive function at the time of notification, which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

Unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collections shall occur as soon as possible after the

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beginning of the work shift. Unit members shall be tested only during working hours.

Fire Department employees shall be considered a separate pool of employees for purposes of random testing.

Job applicants shall be tested only after conditional offer of employment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing offer of employment.

SECTION 5. Random Testing:

A. The City may request or require unit members to undergo drug testing on a random selection basis.

B. "Random selection basis means a mechanism for selecting employees for drug testing that:

1) Results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and

2) Does not give the employer discretion to waive the selection of any employee selected under the mechanism.

C. Unit employees shall be randomly tested at the following test rates:

1) The maximum yearly percentage rate for random-controlled substances testing shall be twenty-five (25%) percent of all Fire Department members.

D. The City shall strive to ensure that random-controlled

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substance tests, conducted pursuant to this article, are unannounced. Following the testing of the pool of Fire Department members, the City will provide the Union President a listing of all members scheduled for testing and those tested.

E. Every unit member who is selected for random drug testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety-sensitive function at the time of notification, which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

F. Unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collections shall occur as soon as possible after the beginning of the work shift. Unit members shall be tested only during working hours.

G. Fire Department employees shall be considered a separate pool of employees for purposes of random testing.

SECTION 6. Reasonable Suspicion:

Drug and alcohol testing may be required of any employee if there is "reasonable suspicion" that the employee is using or has used drugs

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or alcohol in violation of this policy. Suspicion is, among other things:

- A. Observable and articulable phenomena, such as physical symptoms or manifestation of being under the influence of drugs or alcohol while at work or on duty:
- B. The direct observation of such use while at work or on duty.
- C. A report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which have been independently corroborated;
- D. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.

No testing under "reasonable suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by a least two (2) supervisory-level personnel within the Fire Department. A written record of the observations leading to any drug or alcohol tests shall be created by the supervisor(s) who made such observation within 8 hours of the observed behavior.

SECTION 7. Post-Accident Testing: Post-accident drug and alcohol testing may be conducted on any employee where there has been damage to City property which the City reasonably believes at the time

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exceeds Five Hundred Dollars (\$500.00) or where there has been injury to any employee or third party, or where there exists "reasonable suspicion" that the accident, injury, or damage was a result of the use of drugs or alcohol by the employee.

SECTION 8. Post-Rehabilitation Testing: The City of McAlester may require an employee to undergo drug or alcohol testing without notice for a period of two (2) years after returning to work after a confirmed positive test and/or following participation in a drug or alcohol dependency treatment program. (Post-rehabilitation testing shall be in addition to any other testing the rehabilitation program requires.)

SECTION 9. SUBSTANCE FOR WHICH TEST MAY BE GIVEN (INCLUDES RELATED METABOLITES)

- A. Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- B. Cannabinoids or Marijuana (pot, weed, grass)
- C. Cocaine (including crack)
- D. Amphetamines (including speed)
- E. Opiates (including morphine, codeine, dilaudid, percodan)
- F. Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse.

SECTION 10. TESTING METHODS AND COLLECTION PROCEDURES:

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- A. All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of Health.
- B. All sample collection and testing for drugs and alcohol pursuant to the provisions of this article shall be conducted in accordance with the following:
- 1) Samples shall be collected and tested by labs deemed qualified by the State Board of Health.
 - 2) The collection of samples shall be performed under reasonable and sanitary conditions.
 - 3) A sample shall be collected in sufficient quantity for splitting into separate specimens pursuant to rules of the State Board of Health to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen.
 - 4) Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instance of urinalysis, no employer shall observe an applicant or employee in the process of producing a urine sample.
- C. Sample collections shall be documented, and the documentation shall include:
- 1) Labeling of samples so as reasonably to preclude the

probability of erroneous identification of test results,
and;

- 2) An opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.

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SECTION 11. COST:

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy. If an employee requests a retest of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the retest. If the retest reverses the findings of the challenged positive test, the City shall reimburse the individual for the cost of the retest.

SECTION 12. REFUSAL TO UNDERGO TESTING; TAMPERING WITH SAMPLES:

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Employees found supplying or attempting to supply an altered sample or a substituted sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

SECTION 13. CONFIDENTIALITY:

The City shall treat all tests and all information related to such test, including interviews, memoranda, reports, and statements as confidential.

SECTION 14. DISCIPLINARY ACTION:

The City shall not take disciplinary action against any employee who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods

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prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of paid leave in cases involving reasonable suspicion. Non-probationary employees with a previously satisfactory work record will be given an opportunity to continue employment after an initial occurrence of a positive drug or alcohol test. Some period of leave with pay may be granted dependent on the employee's leave accrual for the employee to be enrolled in an approved rehabilitation program.

Continued employment, if offered, shall be contingent upon the employee agreeing in writing to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years.

If an employee tests positive for drugs and alcohol, said employee may be suspended, demoted, or terminated following a pre-termination hearing. Employees refusing to enroll in an approved rehabilitation program shall be terminated.

SECTION 15. Upon demand that the employee submit a sample for testing, the employee shall receive a written description of his/her rights, obligations and options, as set forth in Subsection 1 Attachment 1 below. Thereafter, the employee shall be escorted to the designated medical or collection facility where samples will be given for the purpose of analysis.

SECTION 16. Prior to testing, the employee shall sign a consent form authorizing: (1) the medical facility to take the specimen; and

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(2) authorizing the testing laboratory to release the test results to the medical review officer and the designated substance abuse policy administer. The consent form shall provide space for the employee to acknowledge that he or she has been notified of the substance abuse policy. (See Attachment 2) An employee's refusal to sign the consent form shall constitute a refusal to be tested.

SECTION 17 CONFIDENTIALITY OF TESTING RESULTS AND RECORDS:

- A. The City shall maintain all drug and alcohol test results and related information including, but not limited to, interviews, reports, statements and memoranda, as confidential records separate from other personnel records.
- B. Such records, including the records of the testing facility, shall not be used in a criminal proceeding or a civil or administrative proceeding, except in administrative actions taken by the employer.
- C. The records maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.
- D. The City shall not release records to any person other than the unit member or the City's medical review officer except the list of those scheduled for testing and those who have been tested to the Union President, unless the unit member, in writing following receipt of the test results, has expressly

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granted permission for the City to release such records or pursuant to valid court order.

E. A testing facility, or any agent, representative or designee of the facility, or any review officer shall not disclose to any employer, based on the analysis of a sample collected from a unit member 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 unit member;
- 2) The presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member, provided however, a testing facility shall release the records of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.

F. If the test result is negative, the MRO shall only inform the City that the test was negative without disclosing any other information.

SECTION 18 EMPLOYEE ASSISTANCE PROGRAM (E.A.P.):

The City shall maintain either an in-house or contract an

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"Employee Assistance Program", which at a minimum provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

SECTION 19 APPEAL PROCEDURES AND REMEDIES:

- A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.
- B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages and provide for misdemeanor penalties for knowing and willful violations of the Act.
- C. The party's agreement to random drug testing in no way diminishes, acquiesces, or removes a unit member's civil rights under the U.S. Constitution.

ARTICLE 40 HEALTH AND SAFETY COMMITTEE

There is hereby established a Health and Safety Committee and responsibilities are as follows:

SECTION 1. Committee shall consist of five (5) members, which include one firefighter, one driver, one lieutenant, one captain, and the Fire Chief or his designee.

SECTION 2. Any and all recommendations shall be presented to the Fire Chief for action or non-action. If this committee disagrees with the Chief's action or non-action, the matter shall automatically go to the Safety Officer.

SECTION 3. The Safety Officer will review all details and submit a final report in writing to the Chief and Safety Committee.

SECTION 4. The Committee of Rank will be selected to serve as follows:

- A. Firefighters will designate their representative
- B. Drivers will designate their representative
- C. Lieutenants will designate their representative
- D. Captains will designate their representative

SECTION 5. Elections and Term limitations shall be as follows:
Elections will be held July 20th, July 21st, and July 22nd every two years beginning July, 2016.

Representatives shall serve two (2) year terms. In the event that a

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representative is promoted, retires, or resigns, a special election shall be held within fifteen (15) days of the vacancy. Voting will be held for three (3) days within each shift.

SECTION 6. It is understood this committee will act solely as an advisory and non-authoritative committee.

ARTICLE 41 AFFILIATION LEAVE

SECTION 1. Any employee who becomes an officer or maintains an appointment on a fire service-related board or committee such as Fire Chiefs Association, International Association of Arson Investigators, Oklahoma State Firefighter Pension Board, Oklahoma State Firefighters Association, International Association of Fire Fighters, Professional Fire Fighters of Oklahoma, State Fire Marshalls Office at either the state or national level shall be given time off of up to one day per month to attend committee meetings, board meetings, or conventions. This leave will not be accumulated from month to

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ARTICLE 42 SAFE STAFFING LEVELS

SECTION 1. The parties agree the McAlester Fire Department is an organization of dedicated professionals who are committed to serving the community by protecting life, property, and the environment through fire and injury prevention, education, fire suppression, and emergency medical response.

SECTION 2. The parties agree staffing levels have not been increased since 1981.

SECTION 3. The parties agree to prioritize staffing and strive to increase staffing to adequate levels consistent with the national recommended minimum staffing level needed to safely and efficiently extinguish a 2000 square foot residential structure. The parties further agree that grants or other funding sources will be sought to offset additional costs to the City.

SECTION 4. The parties agree that increasing staffing levels will be incremental in nature and cannot fully be accomplished in one fiscal year. A committee made up of three (3) designated representatives of management and three (3) designated representatives of the bargaining unit will agree on the duration of time needed and the incremental number of staff per fiscal year needed to meet the needed staffing level based on revenues available.

SECTION 5. ~~The parties agree a minimum staffing level of thirty-~~

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~~nine (39) bargaining unit employees plus the fire marshal will be the base number of employees for implementing increases in staffing.~~

The city shall maintain a minimum staffing level of forty-two bargaining unit employees plus the fire marshal.

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PART B

Signatures Page

IN WITNESS WHEREOF, the parties hereto have set their hands this

_____ day of _____, 2026.

CITY OF McALESTER

A Municipal Corporation

By _____

Justin Few, Mayor

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

LOCAL 111

Bargaining Agent

BY _____

President of Bargaining Unit

Cora Middleton, City Clerk

Secretary of Bargaining Agent

PART C

ATTACHMENT #1: RIGHTS OF EMPLOYEES UNDER THE SUBSTANCE ABUSE POLICY

FOR THE CITY OF McALESTER

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You, as an employee of the City of McAlester, have been asked to give the City a breath sample for alcohol testing and/or a urine sample for drug testing under the substance abuse policy. You, as an employee, have the following rights:

1. You may refuse to provide the City with the appropriate sample. However, if you refuse, it may result in termination of your employment.

2. If you agree to give a breath and/or urine sample for testing, you will be asked to sign a consent form which authorizes the taking and sending of the sample to the laboratory used by the City to conduct the analysis and to release said results of the analysis to the medical review officer and to the designated Substance Abuse Policy Administrator for the City of McAlester, which is the Personnel Director for the City of McAlester.

3. If you agree to be tested, you will be escorted to a medical facility by the applicable supervisor. If you are tested for alcohol and not drugs, you will be returned to work upon a negative finding subject to special instruction for safety-sensitive employees. If positive, you will be unable to return to work for at least twenty-four (24) hours and will be subject to possible disciplinary action. Upon being tested for drugs under reasonable suspicion, post-accident, or post vehicular accident testing, you will be suspended with pay. Suspension will be

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effective immediately after the testing and shall be for the period of time required to process, screen and confirm test results. If your test results are negative, you will be reinstated and all reference to the suspension shall be removed from your personnel file. Random testing and return to duty follow-up testing for drugs does not require immediate suspension.

4. If your test results are positive for drugs or alcohol, you will be given the opportunity to participate in the Employee Assistance Program. Participation in the Employee Assistance Program will not avoid any discipline, including termination, which may be imposed.

5. You may, within seventy-two (72) hours on receipt of the drug test results, request the split specimen be analyzed by a different certified laboratory site. If you request the split specimen test, you will be responsible for its cost unless the test results are negative.

On this ___ day of _____, 20___, I _____ have read the foregoing rights and fully understand them.

Employee Signature

ATTACHMENT #2 MEDICAL CONSENT AND RELEASE OF INFORMATION

The undersigned voluntarily consents and agrees, as a condition of employment, to submit to a drug and/or alcohol test, which may include a urine test for controlled substances and/or evidential breath or blood alcohol test by doctors or other qualified persons.

The results of any such examination and tests may be released to the Personnel Director of the City of McAlester, Oklahoma.

I hereby release the physicians, medical facilities, clinics, and their employees, agents and representatives from any and all liability, except for inaccurate test results arising from the release and use of the information discovered in such test including the results of any test and any decision regarding my employment or prospective employment with the City of McAlester, Oklahoma.

(Employee Signature)

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ATTACHMENT #3: BASE PAY SCHEDULE

		FIRE FIGHTERS/FIRE UNION													
		CONTRACT FY 2026-2027													
														Effective 7-1-2026	
														10% increase for Captains and Marshal	
BASE PAY SCHEDULE															
Incentives not part of base pay.															
STEP		1	2	3	4	5	6	7	8	9	10	11	12	13	
F9 - RECRUIT		1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	1YR	
	MONTHLY	3,309.92	3,409.75	3,512.00	3,618.08										
	SEMI-MO	1,654.96	1,704.88	1,756.00	1,809.04										
	HOURLY	13.602	14.013	14.433	14.869										
	ANNUAL	39,719	40,917	42,144	43,417										
F11 - FIREFIGHTER I		-													
	MONTHLY	3,509.50	3,614.33	3,722.83	3,833.92	3,949.92	4,067.17	4,190.75	4,316.50	4,445.25	4,578.75	4,715.25	4,857.00	5,002.75	
	SEMI-MO	1,754.75	1,807.17	1,861.42	1,916.96	1,974.96	2,033.58	2,095.38	2,157.75	2,222.63	2,289.38	2,357.63	2,428.50	2,501.38	
	HOURLY	14.42	14.85	15.30	15.76	16.23	16.71	17.22	17.73	18.27	18.82	19.38	19.96	20.56	
	ANNUAL	42,114	43,372	44,674	46,007	47,399	48,806	50,289	51,786	53,343	54,945	56,583	58,284	60,033	
F13 - FIREFIGHTER II		-													
	MONTHLY	3,720.33	3,831.42	3,946.17	4,063.42	4,187.00	4,311.75	4,441.50	4,575.00	4,712.25	4,854.42	5,000.25	5,150.33	5,304.83	
	SEMI-MO	1,860.17	1,916.71	1,973.08	2,031.71	2,093.50	2,155.88	2,220.75	2,287.50	2,356.13	2,427.21	2,500.13	2,575.17	2,652.42	
	HOURLY	15.29	15.75	16.22	16.70	17.21	17.72	18.25	18.80	19.37	19.95	20.55	21.17	21.80	
	ANNUAL	44,644	45,977	47,354	48,761	50,244	51,741	53,298	54,900	56,547	58,253	60,003	61,804	63,658	
F15 - DRIVER/OPERATOR		-													
	MONTHLY				4,309.25	4,439.00	4,571.25	4,707.33	4,850.67	4,995.42	5,145.17	5,300.42	5,459.75	5,623.58	
	SEMI-MO				2,154.63	2,219.50	2,286.63	2,353.67	2,425.33	2,497.71	2,572.58	2,650.21	2,729.88	2,811.79	
	HOURLY				17.71	18.24	18.79	19.35	19.93	20.53	21.14	21.78	22.44	23.11	
	ANNUAL				51,711	53,268	54,855	56,488	58,208	59,945	61,742	63,605	65,517	67,483	
F17 - LIEUTENANT		-													
	MONTHLY							4,991.67	5,140.17	5,294.83	5,453.33	5,615.92	5,784.67	5,958.17	
	SEMI-MO							2,495.83	2,570.08	2,647.42	2,726.67	2,807.96	2,892.33	2,979.08	
	HOURLY							20.51	21.12	21.76	22.41	23.08	23.77	24.49	
	ANNUAL							59,900	61,682	63,538	65,440	67,391	69,416	71,496	
F19 - CAPTAIN		-													
	MONTHLY		-								6,358.18	6,549.13	6,745.57	6,947.97	
	SEMI-MO										3,179.09	3,274.56	3,372.78	3,473.98	
	HOURLY										26.13	26.91	27.72	28.55	
	ANNUAL										76,298	78,590	80,947	83,376	
F19 - FIRE MARSHAL															
	MONTHLY		2080 ANNUAL HRS								6,368	6,549	6,746	6,948	
	SEMI-MO										3,179.09	3,274.56	3,372.78	3,473.98	
	HOURLY										36.682	37.783	38.917	40.084	
	ANNUAL										76,298	78,590	80,947	83,376	

ATTACHMENT #4: MEMORANDUM OF UNDERSTANDING 2026/2027

Accrual Caps

Effective July 1, 2024, Accrual caps for holidays and vacations will be temporarily suspended for 1 year due to the fire department having vacant positions for so long and members being unable to use their leave because of the length of time it is taking to hire employees and promote employees, some employees are unable to get days off because of these reasons.

David Perry, IAFF Local 111

Kenneth J. Wimer, Jr., City Manager