

**AGREEMENT BETWEEN**  
**THE CITY OF GLENPOOL, OKLAHOMA,**  
**A MUNICIPAL CORPORATION,**  
**And THE INTERNATIONAL ASSOCIATION OF FIRE**  
**FIGHTERS**  
**LOCAL 2990**  
**FISCAL YEARS 2017-2018**

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## **I. PURPOSE OF AGREEMENT**

It is the intent and purpose of this Collective Bargaining Agreement ("Agreement"), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "City" and LOCAL NO. 2990, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "Union", to achieve and maintain harmonious relations between the parties hereto and for members of the Union ("Member(s)") and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

The Union agrees to provide a written (hard) copy and an electronic copy of the Agreement for use of the City. The City agrees to provide the City Seal on 5 written (hard) copies.

## **II. AUTHORITY AND TERM**

**Section 1.** The City and the Union have, by these presents, reduced to writing this Agreement resulting from negotiations entered into by the City and the Union, in compliance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113..

**Section 2.** This Agreement shall become effective on the first day of July 2016, and shall remain in full force and effect until midnight, June 30, 2018 ("Term").

Notwithstanding, the parties of this Agreement understand that the city must comply with the Constitution of the State of Oklahoma and state statutes in all matters dealing with budgets and expenditures. The City must comply with 11 O.S. §§ 17-201 et seq. specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which appropriation must be considered by the Governing Body of the City prior to adoption of the City's 2017 and 2018 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by the end of fiscal year 2016 or 2017, the one hundred and twenty (120) days notification period set forth in 11 O.S. §51-112 of the Oklahoma State Statutes shall be waived and the parties shall immediately enter into good faith collective bargaining. Additionally, the City agrees to notify the Union by April 1<sup>st</sup> of fiscal years 2016 and 2017 if the City anticipates being unable to appropriate adequate funds for the next successive year of this Agreement. In the event, City provides said notification to the Union, the one hundred and twenty days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

**Section 3.** Except as otherwise provided in Section 2 of this Article, whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the City at least one hundred twenty (120) days prior to the last day on which moneys can be appropriated by the City to cover the agreement period which is the subject of the collective bargaining procedure.

**Section 4.** It shall be the obligation of the City, acting through its corporate authorities, to meet at reasonable times and confer in good faith with the representatives of the Union within ten (10) days after receipt of written notice from the

Union requesting a meeting for purposes of collective bargaining. The obligation shall include the duty to cause any collective bargaining agreement resulting from negotiations to be reduced to a written agreement, the term of which shall not exceed one (1) year; provided, any such agreement shall continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Union at least thirty (30) days before anniversary date of such negotiated agreement. Within ten (10) days of receipt of such notice by the other party, a conference shall be scheduled for the purposes of collective bargaining, and until a new agreement is reached, the currently existing written agreement shall not expire and shall continue in full force and effect.

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

### III. RECOGNITION

**Section 1.** The City recognizes the Union as the exclusive bargaining agent for all permanent Members of the Fire Department except those entitled to exemption as defined by statute.

### IV. GRIEVANCE PROCEDURE

**Section 1.** The Union or any Member shall have the right to file a grievance with respect to any incident or dispute concerning the interpretation, enforcement or application of any provisions of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement and shall be afforded the full protection of all statutory provisions with respect to grievance resolution and/or arbitration as such provisions are implemented in this Article IV.

**Section 2.** The Union or any Member shall make a good faith attempt informally to resolve a potential grievance within ten (10) business days following the incident or dispute giving rise to the potential grievance and prior to filing the grievance. Within five (5) business days after said incident or dispute occurs, the potentially aggrieved Member, either directly or with the assistance of his Union President or the Union President's designated representative, shall report any such incident or dispute to the Fire Chief, or his designee. The Member, or the Member and his representative, and the Fire Chief, or his designee, shall make a good faith effort to resolve the incident in a manner satisfactory to all affected parties and thereby avoid the filing of a grievance.

**Section 3.** Within five (5) business days following the presentation of the potential grievance to the Fire Chief, or his designee, provided by Section 2 of this Article, the Fire Chief or his designee shall respond to the Member, or to the Member and his designated Union representative. The Fire Chief's, or his designated representative's, response may be submitted orally or in writing. In the event that the Fire Chief fails to respond before the expiration of ten (10) business days following the incident or dispute giving rise to the potential grievance, the Union or the Member may treat such failure to resolve the potential grievance and proceed with the filing of a grievance.

**Section 4.** Any incident or any dispute referenced in Section 1 of this Article that is not informally resolved by the response required by Section 3 shall be addressed in the following manner:

- A. Within five (5) business days following an unsatisfactory resolution of the potential grievance, whether due to the response of the Fire Chief or his designee as provided by Section 3 or due to failure to respond, the Member shall present the incident or dispute to the Union Grievance Committee.
  1. The Union Grievance Committee shall report its findings with respect to the existence of a valid grievance to the Member within five (5) business days following the presentation referenced in Section 4.A. of this Article.
  2. If the Union Grievance Committee finds a grievance does exist, the Committee shall file the grievance by submitting a written report or statement to the City Manager within five (5) business days following such finding.
  3. If the Union Grievance Committee finds a grievance does not exist, no further actions of the Committee shall be necessary; *provided that*, the Member may, on his own and with or without Union representation, file the grievance by submitting his own written report or statement to the City Manager within five (5) business days following such finding.
- B. The City Manager shall provide his response to the grievance, in writing, to the Fire Chief, the Member involved and the Union President within five (5) business days following receipt of the written report or statement referenced in subsections 4.A.2. and 4.A.3. of this Article.
- C. If the grievance is denied by the City Manager, within five (5) business days following such denial and before the parties invoke arbitration proceedings as provided by Section 4.E., the Member, or the Member and his Union representative, and the City Manager will meet in informal mediation in a second good faith effort to resolve the grievance before further action is taken.
- E. In the event that the mediation resolution process provided in Section 4.D. fails to reach an agreement, the parties shall submit the grievance to arbitration upon the request of either party within 30 calendar days following such failure. **If neither party requires arbitration within such 30-day period, the grievance shall be deemed conclusively denied.**
- F. Arbitration Proceedings
  1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service ("FMCS").
  2. Within ten (10) business days from the receipt of such list, a representative from each of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.

3. Upon notification to the FMCS of the selection of the arbitrator and once the arbitrator is contacted, the date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
4. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the City.
5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement
6. 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 deviate from provisions of the present Agreement or amendments hereof. (This shall not preclude individual wage grievances.)
7. 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 5.** All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed.

**Section 6.** It is specifically and expressly understood that filing a grievance under this Article which, as its last step, went to final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties and any representative of either of their respective rights to litigate or otherwise contest the decision of the arbitrator rendered through the grievance procedure in any court or other appeal forum.

## **V. WAGES**

**Section 1.** All Members covered by this Agreement shall receive, on an annual basis corresponding to their anniversary of service date (meaning their date of hire including any probationary period for Members who have received no Satisfactory Performance Increase under Section 2 of this Article, or the date of their most recent Satisfactory Performance Increase), an increase in their monthly salaries in accordance with the step-in-grade placement schedule attached to this Agreement and incorporated herein as Appendix A, at the rate and step placement of their corresponding rank and years of service.

**Section 2.** Members shall be eligible a Satisfactory Performance Increase (SPI), at the end of each completed year of continuous service, from their service date as defined in Section 1 of this Article V, with the Glenpool Fire Department. Each Member, except for those at the maximum step of their pay grade, shall be eligible for an SPI twelve (12) months from the date of their most recent SPI.

**Section 3.** Members, who are promoted from Firefighter to Corporal, Corporal to Driver, Driver to Lieutenant, or Lieutenant to Captain, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such lowest step must be the lowest step that results in an increase of at least (3) percent per hour over the Member's preceding step in grade, as shown in Appendix A hereto.

**Section 4.** The steps in grade and grade advancements applicable to job description categories are attached hereto and made a part hereof at Appendix A. In the event of any conflict between Appendix A and any provision of this Article V, Appendix A shall control.

**Section 5.** The Chief shall select a firefighter to be designated as the "Training/Health/Safety Officer" who shall coordinate training activity. The Training/Health/Safety Officer is responsible for developing or obtaining training materials and providing instruction to department personnel, as well as other duties that are indicated in the Training/Health/Safety Officer job description. This position will be paid five percent (5 %) above the Member's normal rate of pay in accordance with Appendix A.

**Section 6.** Members who work in a rank above Captain for a period of five shifts or more shall be paid five percent (5 %) above their normal rate of pay for all shifts worked above the rank of Captain in excess of five. This pay increase provided in consideration of working out of grade will commence with the sixth shift the Member works in a rank above Captain and shall continue until the Member is no longer required to work in the higher-ranking position.

**Section 7.** Members will be allowed tuition reimbursement not to exceed \$800.00 per Member for pre-approved, job-related and successfully completed education and/or training classes that are completed during each year of the Term of this Agreement. Courses may be degree or certificate eligible.

- A. Courses provided in accordance with Section 5, Standards of Competency, Subsection 01 of the Glenpool Fire Department's Standard Operational Guidelines that are required for promotional purposes will be provided, as needed and within budgetary considerations, to Members through normal operating procedures and will not be counted against the allowable tuition reimbursement of each Member. Members will be compensated at their standard hourly rate of pay for the time required to complete courses that are mandatory for promotion.
- B. Members will be eligible to collect reimbursement for costs associated with said training class, including but not limited to; registration fees, hotel expense for training requiring overnight lodging, meals, mileage (if utilizing personal vehicle), etc. as allowed by the Chief of the fire department, up to the maximum eligible amount.
- C. The Fire Chief, or his designee, will not unilaterally withhold education or training approval without a valid and justifiable reason. Members whose requests have been denied may appeal to the City Manager, or his designee, to reconsider the request.

- D. Members will be required to make their own registration and travel arrangements once education or training has been approved.
- E. If education or training classes fall on a Member's regular work day, Member will receive normal pay for training and/or travel time. If training falls during a day off, Members agree that, except as otherwise provided by subsection A of this Section 7 and because such non-mandatory training was at their request and discretion, they will not receive pay or compensatory time for any part or whole of that day.

## **VI. WORK PERIOD, OVERTIME, CALL BACK AND STAFFING**

**Section 1.** The work period for shift employees in the Union shall be the current fourteen (14) days, one hundred six (106) hours in an average two-week pay period.

**Section 2.** For all Members, overtime at a rate of not less than one and one-half (1 ½) times the regular hourly rate of pay shall be paid, or compensatory time off at a rate of one and one-half (1 ½) times the hours worked in excess of one hundred six (106) shall be granted, for all hours worked over one hundred six (106) in any work period. Overtime compensated by payment at the overtime rate shall be paid bi-weekly. It is understood that if a Member elects compensatory time in lieu of overtime compensation, he may only accrue up to a maximum of four hundred eighty (480) hours of compensatory time. Compensatory time must be taken at a time mutually convenient to the Member and the Fire Chief or his designee.

**Section 3.** "Call back" applies to those hours that a Member is required by the City to return to the City's premises, or elsewhere, in response to a general alarm or emergency situation. Any Member shall be compensated for all time worked during call back status at the established overtime rate provided by Section 2 of this Article. Any Member required to report as a call back shall receive a minimum of two (2) hours pay or compensatory time at the rate stated in Section 2 of this Article.

**Section 4.** All earned leave time used will be counted as hours worked when computing overtime pay as called for under the Fair Labor Standards Act (FLSA). However, compensatory time, which is taken in lieu of overtime pay, will not be counted as "earned leave" for the purpose of computing overtime.

**Section 5.** To ensure the safety of the public and members of the Fire Department, minimum staffing levels shall be as follows: (a) minimum aggregate staffing level of 12 fire fighters; and (b) one Company, defined as apparatus and crew and having a minimum of one Captain **or** Lieutenant; one Driver **or** Corporal; and one Fire Fighter per shift.

**Section 6.** Members shall have the right and privilege to take leave whenever desired, so long as the leave does not interfere with the orderly operation of the Fire Department.

**Section 7.** It is permissible, but not required by the Fire Department or the City of Glenpool, that any Member who performs teaching duties for an outside employer that would be beneficial to Members may volunteer to provide such teaching services to other members of the Fire Department during hours that are off-duty for the instructor.

Such Member performing such teaching duties may or may not look to his or her outside employer for compensation but in no case shall such Member be entitled to compensation in any form from the City of Glenpool and, in performing such duties, knowingly waives any expectation of such compensation.

## VII. LONGEVITY PAY

**Section 1.** City shall pay each Member covered by this Agreement, longevity pay of Six Dollars (\$6.00) per month for each completed year of service from the Member's date of hire. That is, longevity pay for each completed year of service shall be paid in accordance with the following schedule:

During the Course of Year:	Longevity Pay Shall Be:
1	-0- (no completed years of service)
2	\$6.00 per month (for completion of year 1)
3	\$12.00 per month (for completion of year 2)
4 and thereafter	Progressive \$6.00 increments for each year of service completed

**Section 2.** The Member will receive longevity pay on the first pay period of each month.

## VIII. INSURANCE

**Section 1.** It is the responsibility of the Union to provide group healthcare benefits to all eligible Members of the Glenpool Fire Department. For purposes of Article VIII only, eligible Members of the Fire department include probationary employees who are Members in good standing of the Local. Any ineligible Members shall be covered by the group healthcare plan of the City of Glenpool, subject to the requirements of the providers said plan. It is further understood that any Member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any Member who drops the Union insurance plan and wishes to enroll at a later date, shall be subject to the requirements of the providers of the Unions insurance plan.

**Section 2.** The City agrees to contribute to the Union Insurance Fund on a monthly basis, a sum equal to the amount contributed for other City employees; however, in no event shall the sum paid for each Member who is enrolled in the Union's healthcare plan be less than the cost of (which includes the Medical, Dental and Vision coverage) the Union Insurance premiums. The City also agrees to withhold, through payroll deduction, premiums for family coverage of Members who wish this coverage. These deductions will be contributed monthly as well. If the City cancels its medical insurance program for general City employees during the term of the Agreement, City agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

**Section 3.** It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance providers as to control and policies.

**Section 4.** The Union shall have the right to submit a grievance to binding arbitration by giving the City written notice, of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for an month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action will be taken by the Union unless and until the Executive board of the Union shall have certified in writing to the City that the City has so failed to pay such contribution.

**Section 5.** The selection of the insurance provider shall rest solely with the Union.

**Section 6.** The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

**Section 7.** The Union shall provide to the City, individual group enrollment cards to be supplied by the Group insurance carrier. The execution by the eligible individual Members shall demonstrate an election by said Members to be covered by the Union's Plan.

**Section 8.** The Union agrees to provide a copy of the monthly billing statement from its insurance provider monthly.

**Section 9.** Should the Union provide the City thirty (30) days' notice prior to the beginning of a new contract year that they wish to join the City's insurance plan, the City agrees to accept all current and retired Members subject to acceptance by the City's insurance carrier.

## IX. ANNUAL LEAVE

**Section 1.** Members shall receive vacation time as follows:

Hire date – 5th year of service	10 shifts per year
6 <sup>th</sup> -10 <sup>th</sup> year of service	15 shifts per year
11 <sup>th</sup> year of service – retirement	20 shifts per year

**Section 2.** Members shall be paid for vacation hours in excess of two hundred forty (240) hours at a straight time rate of pay. Those hours exceeding 240 will be paid to Members on their bi-weekly paychecks.

**Section 3.** In addition to vacation leave as provided by Section 1 of this Article IX, all Members shall receive compensatory time off (**holiday leave**) for twelve (12) working shifts during each year of the Term of this Agreement as compensation for holidays recognized by the City of Glenpool, regardless of whether any given Member does or does not work a holiday shift. Compensatory time off must be taken during each

respective year of the Term of this Agreement at times mutually convenient to the Member and the Fire Department. Payment for holiday leave accrued but not taken during either year of the Term of this Agreement shall be paid as straight time at the regular rate of pay on the last pay period that occurs during each respective year of the Term of this Agreement, provided that if a Member retires or terminates employment during either year of the Term of this Agreement any unused balance of holiday leave shall be paid on that Member's final pay period. Holidays may not be accumulated or carried forward from one fiscal year to the next. Holiday shifts worked shall be paid at straight time rate of pay.

**Section 4.** All new employees shall receive holidays and personal days. These days will be prorated according to date of employment during the Term of this Agreement.

**Section 5.** Shift exchange. Members shall have the right and privilege to exchange shifts with other qualified regular Members, so long as said exchanges do not interfere with the orderly operation of the fire department, provided the exchange has been approved by the Fire Chief, or, in his absence, his designee. This does not include the case of emergencies. Members shall give as much notice as possible and enter information into the daily log. The Members shall give a record of exchanges to the Fire Chief.

## X. SICK LEAVE AND PERSONAL DAYS

**Section 1.** All Members may accumulate twelve (12) days of sick leave during each year of the Term of this Agreement.

**Section 2.** There shall be no compensation or "buy back" for accumulated sick leave or in lieu of sick leave "buy back" in any form. Members shall receive up to three (3) excused days off per year for personal business. Requests for a personal day off shall be made to the Fire Chief within five (5) days before the requested day off; however, such five (5) day notice may be waived in the event of an emergency making it impossible to give such five days' notice. Requests for personal days will not be unreasonably denied.

**Section 3.** Personal days off may not be accumulated or carried forward from one fiscal year to the next. Members will not be paid for any unused personal days accrued during the Term of this Agreement.

**Section 4.** Members can donate up to three (3) shifts per year of sick leave to other Members, if the person that is off because of illness or accident has exhausted other avenues of leave, and the illness or accident is of such a nature as to justify the use of additional sick leave. The Chief reserves the right to request verification of any illness that results in the use of donated sick leave.

## Article XI. Light Duty [Members with Work Restrictions Due to Illness or Injury]

### **Section 1. Purpose**

The purpose of this policy is to clarify the conditions under which the City of Glenpool will place a Member on restricted or light duty and to provide guidance to the department for administering the policy consistently. Modified duty assignments provide beneficial effects to Members by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Member as an integral part of the fire department's operations.

## **Section 2. Definition**

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of a Member suffering from an injury, illness, or diagnosis which requires significant modification of the Member's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Member and the City of Glenpool. Light duty allowed for Members while on sick leave is contingent upon the Member's request, approval of which is at the sole and absolute discretion of the City Manager and the Fire Chief on a case by case basis. In no case shall the City create otherwise unnecessary or non-existent work duties for the purpose of assigning a Member to light duty. All such assignments shall supplement, not supplant, existing assignments within the Department.

## **Section 3. Scope**

- A. This policy will apply to full-time Members who have temporarily diminished capacity to perform regular job duties resulting from a job-related or off-duty injury, illness, or diagnosis which prohibits them from performing some or all of their regular job duties. Such Members may be assigned to light duty by the City, as provided by this Agreement.
- B. Members must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts in order to be eligible for light duty assignment.
- C. This policy will also apply to full-time Members on sick leave under the following conditions: (1) The Member's physical condition allows them to attend training or educational opportunities that are required to maintain fire service related certifications or appropriate Continuing Educational Units; (2) the dates that the CEU's are given might otherwise preclude a Member on sick leave from attending and maintaining their certifications; and (3) at the Member's request.

## **Section 4. Responsibility**

- A. The Member's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Member, an independent opinion from a physician selected by the City may be utilized to determine medical fitness for full or light duty.

- B. The Chief's office, in consultation with the Training/Health/Safety Officer, is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Member by the treating physician. These restrictions will be reviewed by the Chief's office to determine availability of light duty work and in which light duty position the Member will be placed. The Chief's office, with guidance from the Member's physician, will monitor the Member's progress in returning to a full duty status.
- C. Supervisors who are assigned Members on light duty are responsible to ensure the Member fully understands and follows work modifications requirements set forth by the Chief's office and Member's physician.
- D. Members assigned to light duty will be responsible for providing the Chief's office with a note from the treating physician, no less than once every thirty (30) days, to ensure continuity of treatment and of restrictions creating the need for light duty.

### ***Section 5. Non-Compliance (Line of Duty)***

A Member's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or a Member's non-compliance with the work modifications set forth by the Chief's office and the treating physician will result in the termination of the Member's light duty assignment.

### ***Section 6. Conditions***

The City will consider placing a Member on light duty assignment for valid reasons including but not limited to the following.

- To assist a Member with recuperation from an on or off the job related injury or illness by reintroducing them gradually to the demands of their full-time position.
- To conserve resources by having a recuperating Member assist the Members of the department in the performance of their duties.
- To avoid placing a temporarily incapacitated Member in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief's office and treating physicians or by allowing them to attend training classes.
- To enable a Member to continue to provide a constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).

- In no case shall any Member be eligible for light duty assignment for more than five hundred twenty hours (520) in any calendar year.

### ***Section 7. Procedures for Light Duty Assignments***

- A. When it is determined that an injured or ill Member is capable of light duty work following an examination by, and upon the City receiving notification from the treating physician that the Member is capable of performing light duties, the Member shall notify the Chief's office of his request for light duty assignment.
- B. Members assigned to a light duty assignment **MUST** report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City the Member assigned to light duty will be excused from duty without additional compensation unless hours are used from the Member's holiday leave bank.
- C. Members shall wear a uniform appropriate to their assignment, as determined by the Chief or his designee.
- D. All fitness programs the Member participates in while on light duty must first be approved by the treating physician.
- E. Members electing to use a sick, holiday or personal day shall do so in accordance with the provisions of this Agreement.
- F. Members on light duty assignments shall notify their assigned supervisor and the Chief every 30 days of their progress and time line of return.
- G. Before returning to full duties Members on light duty shall notify their assigned supervisor and Chief by providing a full medical release from the treating physician.

### ***Section 8. Daily Staffing Level***

A Member assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

### ***Section 9. Light Duty Wages***

Shift Members assigned to light duty shall be compensated in a manner intended to equalize pay between the 2080 annual hours worked by non-shift Members and the 2912 hours assigned to shift Members. As such, the hourly rate of a Light Duty Member shall be calculated as:

$$[(2912 \text{ hours} \times \text{hourly rate}) + (243 \text{ hours} \times \text{hourly rate} \times .5)]/2080 = \text{Light Duty Hourly Rate}$$

During the term of a light duty assignment, Members utilizing annual leave, sick leave, or holiday leave shall have the corresponding number of hours deducted from their accrued leave balance for each such occurrence.

## **Article XII. UNION BUSINESS**

**Section 1.** Upon acknowledgement of receipt of five (5) days' written notice to the Fire Chief or his designee, representatives of the Union shall be granted up to a combined total of one hundred twenty (120) hours per year off with pay to conduct bona fide Union business. The Fire Chief may waive the five (5) days written notice required by this Section 1 at his discretion.

**Section 2.** Time off under this Article shall be limited for use of not more than three (3) Union officers and/or three (3) elected negotiators, with the limitation of no more than one (1) Member off on duty shift at one time on Union business.

**Section 3.** Time off under this Article shall be deducted on an hour for hour basis. Upon completion of Union business, Members shall return to work.

**Section 4.** Meetings held for the purpose of contract negotiations or grievance settlement shall be scheduled at times mutually agreed to by both parties so that the representative will not lose pay.

## **Article XIII. DUES AND CHECK OFF**

**Section 1.** Upon written notice from the Secretary-Treasurer of Local 2990 certifying and providing written authorization from the Member agreeing to deduct regular, monthly union dues from the earned wages of those Members represented by the Union, such deductions shall continue until notice by the Union that the Member is no longer a Member of the Union. If that occurs, the City will cease Dues Check Off within thirty (30) days of notice to the City.

**Section 2.** The deductions under this Article shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Union.

Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

**Section 3.** All eligible Members desiring dues deduction shall individually sign an authorization form provided by the Union. Authorization may be withdrawn by the Member by providing written notice to the City at least thirty (30) days prior to the effective date of withdrawal. Unless removed by a Member, the authorization will remain in effect until the expiration date of this Agreement and will be automatically renewed with the adoption of each new collective bargaining agreement.

**Section 4.** The City will deduct only union dues from the Member's paycheck and will not deduct initiation fees, special assessments, fines or other union fees. No deductions will be made when the salary to be paid a Member is not sufficient to cover the amount to be deducted.

**Section 5.** The total amount deducted shall be remitted to the Treasurer of the Union. A check for the proper amount will be mailed to the Union treasurer within fifteen (15) calendar days after the deduction is made by the City. The City will provide the Union Treasurer with a monthly report showing the Member's name and amount

deducted. All deductions refundable at the time of termination or resignation will be refunded by the Union.

**Section 6.** The City shall pay dues to NFPA for one Member per shift who is a Certified Fire Inspector I.

## Article XIV. CLOTHING ALLOWANCE

**Section 1.** All Members of the Bargaining Unit shall receive thirty-five dollars (\$35.00) per month cleaning allowance from the City.

**Section 2.** All Members of the bargaining unit shall receive Five Hundred Dollars (\$500.00), to be used to buy uniforms and One Hundred Twenty-Five Dollars (\$125.00) boot allowance following the first City Council meeting of July.

**Section 3.** All Members of the bargaining unit shall receive five (5) fire department issued T-shirts annually.

**Section 4.** In the event a Member shall be off work for any reason, for a period of more than four (4) weeks, he shall not receive cleaning allowance until his return to his normal working schedule.

**Section 5.** All new employees will be furnished with a "first issue uniform purchase." This will consist of the following equipment: a rechargeable flashlight, 1 coat badge; 1 shirt badge; 2 sets collar brass; 1 coat; 2 uniform trousers; 2 uniform shirts; 5 department T-shirts; 1 pair uniform shoes and 1 belt.

## Article XV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

**Section 1.** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.

**Section 2.** Except as may be limited herein, the City retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated thereby.

## Article XVI. PREVAILING RIGHTS

**Section 1.** All rules, 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 [collectively, "Past Practices"] shall be deemed a part of this Agreement, unless and except as modified or changed by specific provisions of this Agreement.

**Section 2.** This Agreement supersedes and cancels all Past Practices that are not documented or otherwise verifiable. No Member shall be entitled to rely on an alleged Past Practice for which the Member or the Union can provide no evidence of its being a

rule, fiscal procedure, working condition, departmental practice or manner of conducting the operation and administration of the fire department that was in effect on the effective date of this Agreement.

**Section 3.** This Agreement, together with any such documented or otherwise verifiable Past Practices and such subsequent amendments to this Agreement as may be memorialized by memoranda of understanding between the parties, constitutes a complete understanding of the terms and conditions of employment to be governed by this Agreement, is the complete and entire Agreement between the parties for its Term and cannot be altered in any manner, save by written of concurrence of the parties hereto.

## **Article XVII. PROHIBITION OF STRIKES**

**Section 1.** During the Term of this Agreement, the Union agrees to a prohibition of any work stoppage, strike, work slowdown, mass absenteeism or being a party to such activities. The Union shall not be in breach of this Agreement where the acts and actions enumerated in this Section 1 of this Article XVIII are not caused or authorized by the Union.

**Section 2.** Upon notification, confirmed in writing, by the City to the Union that certain of its Members are engaged in a prohibited job action as described in Section 1 of this Article, the Union shall immediately, in writing, order such Members to cease the job action and return to work at once and provide the City with a copy of such an order. Additionally, a responsible officer of the Union shall issue a written and spoken order commanding all Members participating in a prohibited job action to cease such action.

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

## **Article XVIII. PERSONNEL FILES**

**Section 1.** It is agreed that all materials and records concerning investigations, complaints, reprimands, counseling sessions or other discipline for violations of any rules, regulations or policies that might be considered detrimental to a Member's position advancement or future with the Department, as well as all materials and records concerning training, performance evaluations or other actions that might be considered neutral or beneficial to a Member's position advancement or future with the Department, shall be placed in the Member's permanent personnel file and shall be stored exclusively in the office of the Director of Human Relations for the City of Glenpool. The City shall notify affected Member of all actions or records and the Member shall be given the opportunity to protest, or grieve if protest is ineffective, such actions or records before they become a part of his permanent personnel file.

**Section 2.** No records described in Section 1 of this Article may be considered in connection with decisions pertaining to discipline or advancement unless they are located in the City's permanent personnel records, provided that nothing in this Article

shall prevent the Chief from maintaining informal notes that may be useful in the process of creating permanent personnel records.

**Section 3.** All Members shall be allowed to review their personnel file, under supervision, at any reasonable time upon written request to the Director of Human Resources.

**Section 4.** It is agreed that all Members shall be evaluated on an annual basis. Supervisory personnel within the department (captains) shall be evaluated by their immediate supervisor, the Fire Chief. All other Members (firefighters) shall be evaluated by their immediate supervisor and the Fire Chief acting together. In the event of disagreement, the evaluation of the Fire Chief shall control. Such evaluations shall be included in the records to be maintained as the Member's personnel file.

## **Article XIX. SENIORITY**

**Section 1.** Seniority will be a factor to be considered in determining the priority of each Member as to the time when compensatory, vacation and holiday time off is granted.

**Section 2.** 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;
- D. Retirement.

**Section 3.** Promotions shall be subject to evaluation and examination of job performance and ability. Seniority will be considered, but will not be the determining factor.

**Section 4.** In order to be eligible for promotion a Member must have served at least two (2) years in the rank immediately below the one being tested for. If there is no Member otherwise eligible to test for the promotion who has served two (2) years in his current rank, the two (2) year requirement may be reduced to one (1) year. In no case will a Member with less than one year in current rank be deemed eligible for promotion.

**Section 5.** When a vacancy occurs, according to the minimum departmental manning requirements calculated in accordance with Section 4 of Article VI of this Agreement, notice of such vacancy shall be posted within ten (10) business days. Such notice shall announce positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test. Eligible Members who wish to take the examination shall file, in writing, with the Fire Chief, no less than fifteen (15) days after the notice has been posted. Such notice shall be dated and marked with the time of posting with one (1) copy going to the affected Members, one (1) to the Union and one (1) retained by the Fire Chief. Written examinations shall be conducted at one (1) location with all applicants testing at the same time.

**Section 6.** The testing procedures shall be so constructed that all applicants' examinations shall be graded upon completion of the examination and in his or her presence. A reasonable time limit shall be placed on the examination period. Each Member shall receive one (1) point for each completed year of service since his hire date on the Glenpool Fire Department, with total seniority points not to exceed ten (10). The Member's examination score shall be combined with seniority points to determine the Member's total eligibility score. Each promotional list shall be active and valid for a period of one (1) year or until exhausted. When testing for the position of driver, a practical driving and pump operations skills test may be included in the promotion system. In the event of a tie on total score the tiebreakers shall be as follows:

1. Total seniority with department;
2. Total seniority in grade;
3. Written exam score. The Union will assist writing any tests and a study guide will be provided.

**Section 5.** In the event of layoff, such layoff shall begin with the least senior party in the department being laid off first. Departmental seniority shall govern in the event of layoff. Return to work or call back following layoff shall be in reverse order of seniority with the most senior Member being called back first.

## **Article XX. SUCCESSORS AND ASSIGNS**

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

## **Article XXI. REGULAR AND SPECIAL MEETINGS**

**Section 1.** The Union will be permitted to hold regular and special meetings on City's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting.

**Section 2.** It is understood that the Union and City will cooperate regarding these arrangements, and excessive requests will not be made by the Union; and permission to hold meetings shall not be denied by the City, so long as the meetings do not impede or interfere with the normal operations of the Fire Department.

## **Article XXII. SAVINGS CLAUSE**

**Section 1.** If any provisions 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 several.

**Section 2.** Any appendices to this Agreement or amendatory memoranda of understanding shall be numbered, dated and signed by duly designated representatives of the City and the Union, and City shall be subject to the provisions of such appendices to this Agreement or memoranda unless the terms of said appendices specifically delete or change a provision of this Agreement without consent of the parties. All appendices and memoranda shall become a part of this Agreement as if specifically set forth herein.

**Section 3.** It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

## Article XXIII. MILITARY LEAVE

**Section 1.** Members who voluntarily or involuntarily take a leave of absence to perform military obligations are guaranteed certain reemployment rights and other job protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave for active duty shall be governed by the following provisions:

- A. Any Member who enters Military Service directly from City employment shall be placed on military leave. The Member shall present a copy of his orders to report for duty to his department head, and these orders shall be forwarded to the Human Resources Department.
- B. Member who is a member of the reserve component of any branch of the uniformed military services and who is ordered to active duty is entitled to a leave of absence without loss of pay during the first thirty (30) calendar days of such leave.
- C. A Member entering or absent due to Military Service shall, at the member's option, be paid for part or all accrued vacation and compensatory time for which he is eligible at the time he enters the Military Service.
- D. A Member returning from military leave shall request reinstatement to his former position or to any other position in the same classification. After his separation from active duty with the uniformed services, the Member shall notify the City of his intention to return to work within USERRA specified time periods depending on the length of military service. A Member who remains on military leave for a period of more than five (5) years shall normally be considered resigned.
- E. The Member returning from military leave with a dishonorable or bad conduct discharge will not be eligible for reinstatement.
- F. An Member returning from military leave shall be restored to his former classification, if still qualified to perform the duties of the classification, at the step in the pay range that he would have occupied had he not left for military service and with full seniority. If not qualified to perform the duties of his former classification by reason of disability, he shall be restored to a position of like seniority, status and pay or the nearest approximation thereof for which he is qualified and able to perform the duties required of the position.
- G. Annual leave, sick leave and longevity pay rights do not accrue while a Member is on military leave, but time spent on military leave shall be

computed in determining eligibility for these purposes upon the Members return to duty in the Department.

**Section 2.** Military leave for reserve training or weekend drills shall be governed by the following provisions:

- A. Within a Federal fiscal year (July 1 through June 30), a five (5) day work period Member may be granted no more than twenty (20) working days paid military leave, travel time inclusive. A fourteen (14) day work period. Member may be granted no more than eight and one-half (8.5) working shifts paid leave, travel time inclusive, for the purpose of attending an annual military training encampment of a reserve unit or any component of the military services or associated weekend drills (based on appropriate documentation).
- B. In the event the timing of such training is optional, the time granted shall be designated at the discretion of the Department.
- C. The Member shall present his department head a copy of his orders to report for reserve training prior to departure on leave.
- D. An Member who makes annual tours of duty in connection with military reserve activities shall be paid by City the normal pay for the period in which the Member is on authorized military leave and travel time. Normal City pay shall be defined as all compensation that the Member would have received from City for that period exclusive of any payment for overtime.

**Section 3.** Members shall be granted time off with pay, not to exceed one (1) day plus travel, for physical examination prior to being drafted into active military service or for veteran's reevaluation physical exams.

**IN WITNESS WHEREOF** the parties agree and accept all foregoing terms of this Collective Bargaining Agreement, to include Appendix A hereto as though fully stated herein, on the respective dates stated below.

**CITY OF GLENPOOL**



Timothy Lee Fox, Mayor

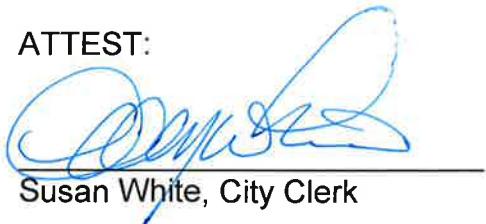


March 21, 2016

Date



ATTEST:



Susan White, City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 2990



Ronald Hunter, President

3/24/2016

Date

ATTEST:

 [Name], Notary Public  
[Name], [Title]



APPROVED AS TO FORM:



Lowell Peterson

**APPENDIX A**  
**FY 2016-2017**  
**WAGE SCALE BY GRADE AND STEP**

**Pay Scale FY 2016 - 2017**

	Firefighter	Corporal	Driver	Lieutenant	Captain
	13.82	14.98	16.21	17.54	18.98
	14.19	15.35	16.61	17.98	19.45
	14.54	15.73	17.03	18.43	19.94
		16.13	17.45	18.89	20.44
		16.53	17.89	19.36	20.95

**Pay Scale FY 2017 - 2018**

	Firefighter	Corporal	Driver	Lieutenant	Captain
	13.82	15.20	16.45	17.80	19.46
	14.19	15.58	16.86	18.25	19.95
	14.54	15.97	17.28	18.70	20.45
		16.37	17.71	19.17	20.96
		16.78	18.16	19.65	21.48