

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION,
And THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS
LOCAL 2990
FISCAL YEARS 2010-2012

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Article I. PURPOSE OF AGREEMENT

It is the intent and purpose of this 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 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."

Article II. AUTHORITY AND TERM

Section 1. The City and the Union have, by these presences, reduced to writing the collective bargaining Agreement resulting from negotiations entered into by the City and the Union.

Section 2. This Agreement shall become effective on the first day of July 2010, and shall remain in full force and effect until midnight, June 30, 2010. 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. state statute 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 2010/2011 and 2011/2012 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by June 30, 2010 and June 30, 2011 respectfully for the remainder of the term of this agreement, the one hundred and twenty (120) days notification period set forth in 11 O.S. state statute 51-112 of the Oklahoma State Statutes shall be waived and the parties shall immediately enter into good faith collective bargaining for the remainder of the contract term regarding any monetary issues. Any agreement reached thereafter shall be in effect on the first day of July 2011 and remain in effect until the end of the 2011-2012 fiscal year.

Section 3. 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 and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and City ten

(10) days after receipt of written notice from the Union or the City requesting a meeting for purposes of collective bargaining.

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 arbitral issues may be submitted to arbitration at the request of either party.

Article III. RECOGNITION

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

Article IV. GRIEVANCE PROCEDURE

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

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

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

- A. The Employee(s) involved shall meet with the Chief or his designated representative to discuss the grievance. Said Employee's Union President or his designated representative may be present at said discussion. The answer shall be orally submitted by the Chief or his designated representative within five (5) business days to the Employee(s) involved and to the Union President.
- B. If the grievance is not settled by the provision of Section 3A, it shall be submitted orally to the City Manager. Within five (5) business days from the oral answer rendered by the City Manager, or his designated representative, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.
 1. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance to the City Manager for reconsideration.
 2. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- C. The City Manager shall submit his answer, in writing, to the Fire Chief, the Employee(s) involved and the Union Grievance Committee within seven (7)

business days. If 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:

- D. If the grievance is denied at Section 3C, and before the parties invoke Section 3.E.1., it is agreed that the dispute will be discussed between the parties' representatives, whoever they select, in a good faith effort to resolve the grievance before further action is taken. In order to expedite the Grievance Procedure, the parties understand that once the efforts for mediation are agreed to a meeting must be held within five (5) days of notice from either the City or Union.
- E. In the event that the resolution process provided in Section 3.D. is unsuccessful in reaching an agreement, the parties shall submit the grievance to arbitration upon the request of either party within 30 days following the final effort to resolve the grievance by their own efforts. If neither party requires arbitration within such 30-day period, the grievance shall be deemed conclusively denied.
 - 1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service.
 - 2. Within ten (10) business days from the receipt of such list, a representative 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 Federal Mediation and Conciliation Service of the selection of the arbitrator and 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 thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement to arbitrate away, in whole or in part, any provisions or amendments thereof. 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 4. All time limits as set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party, to litigate or otherwise contest the first answer rendered through the Grievance procedure, in any court or other appeal forum.

Article V. WAGES

Section 1.

- A. All Employees covered by this Agreement shall receive, on an annual basis corresponding to their anniversary of service date (actual or deemed), 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.
- B. All Employees covered by this Agreement shall receive an annual cost-of-living increase as follows:
 1. Effective July 1, 2010, and for all of FY 2011, the parties agree that there shall be no cost-of-living increase.
 2. Effective July 1, 2011, and for FY 2012, the annual cost-of-living increase shall be indexed to the increase in average annual sales tax revenues of the City during FY 2011, such that: (a) an increase in sales tax revenues of less than 4% shall result in no cost-of-living increase; (b) an increase in sales tax revenues of at least 4% and no more than 10% shall result in a cost-of-living increase equivalent to one-half (1/2) the increase in sales tax revenues (i.e., 2% - 5%); any increase in sales tax revenues greater than 10% shall result in a cost-of-living increase capped at 5%.

Section 2. Employees shall be "eligible for their first Satisfactory Performance Increase (SPI), at the end of each fiscal year of continuous service with the Glenpool Fire Department. Each employee, except for those at the maximum of their pay scale shall be eligible for an SPI twelve (12) months from the date of then-last SPI.

Section 3. Employees, who are promoted from Firefighter to Driver or from Driver to Captain, shall be paid at the lowest step of the higher pay scale, which provides an increase of at least three (3) percent per hour over the employee's base pay. Employees, who are promoted from Firefighter to Corporal or from Lieutenant to Captain, shall be paid at the lowest step of the higher pay scale, which provides an increase of at least one and one-half (1.5) percent per hour over the employee's base pay.

Section 4. The wage scales applicable to classifications are attached hereto and made a part hereof and marked Appendix A.

Section 5. The Chief shall select a firefighter to be designated as the Training Officer who shall coordinate Training activity. The Training 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 Officer Job Description. This position will be paid five (5) percent above the employee's normal rate of pay.

Section 6. Members of the Bargaining Unit, who work in a rank above Captain for a period of five shifts or more, shall be paid five (5) percent above their normal rate of pay.

Section 7. This pay increase/working out of class will last until the member is no longer required to work at a higher-ranking position, retroactive back to the first shift after five.

Section 8. 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 annually under this Agreement. Courses may be either degree-related and/or certificate driven.

- A. Those courses required for promotional purposes as outlined in Section 5, Standards of Competency, Subsection 01 of the Glenpool Fire Department's Standard Operational Guidelines 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.
- 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 City of Glenpool.
- C. The Fire Chief, or designee, will not unilaterally withhold training approval without a valid and justifiable reason. Members whose requests have been denied may petition the City Manager, or designee, to reconsider the request.
- D. Members will be required to make their own registration and travel arrangements once training has been approved.
- E. If 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 agrees that since training was at their request and discretion they will not receive pay or compensatory time for that day.

Article VI. WORK PERIOD. OVERTIME AND CALL BACK

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

For shift employees, overtime at one and one-half (1 1/2) times the hourly rate of pay shall be paid for all hours worked over one hundred six (106) in any work period and paid bi-weekly.

Section 2. All employees in the bargaining unit shall receive overtime compensation at a rate no less than time and one-half (1 1/2) or compensatory time off at a rate not less than one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required. It is understood that if an employee in the bargaining unit 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. Taking of compensatory time must be taken at a time mutually convenient to the employee and the Fire Chief or his designee.

Section 3. All earned leave time will be counted as hours worked when computing overtime pay as called for under the (FLSA) Fair Labor Standards' Act. 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 4. 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 5. The members of the Fire Department 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 6. It is permissible, but not required by the Fire Department or the City of Glenpool, that any member of Local 2990 who performs teaching duties for an outside employer may volunteer to provide such teaching services to other employees 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.

Article VII. LONGEVITY PAY

Section 1. City shall pay each Employee covered by this Agreement, longevity pay of Six Dollars (\$6.00) per month for each year of service from the Employee's date of hire.

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

Article 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 employee of the Fire Department 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 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 certification 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 Fire Department employees shall demonstrate an election by said employees 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 employees and retirees subject to acceptance by the City's insurance carrier.

Article IX. ANNUAL LEAVE

Section 1. Members of the bargaining unit shall receive vacation time as follows:

| | |
|-----------------------|--------------------|
| 1 - 5 years service | 10 shifts per year |
| 6-10 years service | 15 shifts per year |
| 11 years – retirement | 20 shifts per year |

Section 2. Members of the bargaining unit 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. All members of the bargaining unit shall receive, in addition to vacation leave, ten (10) working shifts off with pay as compensation for holidays recognized by the City of Glenpool. Holidays 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 pro rated according to date of employment during the contract year.

Section 5. Shift exchange. The employees of the fire department 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. The fire department 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.

Article X. SICK LEAVE

Section 1. All members of the bargaining unit may accumulate twelve (12) days per year sick leave.

Section 2. There shall be no compensation for "buy back" for accumulated sick leave, in lieu of sick leave "buy back" in any form, members of the bargaining unit 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: however, such five (5) day notice may be waived in the event of an emergency making it impossible to give such five days notice.

Section 3. Personal days off may not be accumulated or carried forward from one year to the next.

Section 4. Members of the fire department can give 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 a major medical reason.

Article XI. UNION BUSINESS

Section 1. Upon giving five (5) days written notice, acknowledge by the Fire Chief, 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. Chief of the Fire Department may waive five (5) days written notice at his discretion.

Section 2. Time off 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, employees shall return to work.

City shall maintain accounting of time used with verification made by the president of the Union.

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 XII. DUES AND CHECK OFF

Section 1. Upon written notice from the Secretary-Treasurer of Local 2990 certifying and providing written authorization from the Employee agreeing to deduct regular, monthly union dues from the earned wages of those Employees represented by the Bargaining Agent to continue until notice by the Bargaining Agent that the Employee 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 of Glenpool.

Section 2. The deduction 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 of the bargaining unit desiring dues deduction shall individually sign an authorization for provided by the Union. Authorization may be

withdrawn by the employee by providing written notice to the City at least thirty- (30) days prior to the effective date of withdrawal. Unless removed by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

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

Section 5. The total amount deducted shall be remitted to the Treasurer of the Union less an administrative fee of twenty-five dollars (\$25.00) per month to be retained by the City of Glenpool. 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 employee'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 XIII. CALL BACK AND HOLDOVER

Section 1. Any member of the bargaining unit required to holdover past his normal shift shall be compensated at one and one-half (1 1/2) times his hourly rate, provided that compensation will not start until thirty (30) minutes has elapsed, and the employee is required to holdover in excess of thirty (30) minutes. Compensation shall be compensated retroactive.

Section 2. Call back shall be all hours an employee is required by the City to return to the City's premises in response to a general alarm or emergency situation.

Section 3. Holdover or call back shall be compensated, at the employee's option, at either the rate of time and one-half pay or time off. Scheduling of compensatory time off shall be at the mutual conveniences of the employee and the Fire Chief or his designee. An employee shall receive a minimum of two (2) hours pay for any call back.

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 of the bargaining unit 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 Local 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.

Article XVI. PREVAILING RIGHTS

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

Article XVII. PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strikes, work slowdowns, mass absenteeism, or being a party to such activities. The Union shall not be in breach of Agreement where the acts and actions enumerated above 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 job action, the Union shall immediately, in writing, order such members to cease the job action and return to work at once and provide the City with a copy of such an order. Additionally, a responsible officer of the Union shall publicly order all employees participating in a job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Union or any other member of the bargaining unit to 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 concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position advancement or future with the Department, that are to be placed in the employee's personnel file, that the City shall notify said employee of such action and the employee shall be given the proper opportunity to appeal such action before it becomes a part of his personnel file.

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

Section 3. It is agreed that all employees 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 personnel (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.

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 the 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 an employee must have served at least two (2) years in the rank immediately below the one being tested for. If there is no one with two (2) years, it will drop to one (1) year. When a vacancy occurs, a notice shall be posted within ten (10) business days, according to the minimum manning provision in the Fire Station announcing positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test. Eligible employees 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 employees, 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.

The testing procedures shall be so constructed that all applicants' examinations shall be graded upon completion of examination and in his or her presence. A reasonable time limit shall be placed on the examination period. Each employee shall receive one (1) point for each year of service on the Glenpool Fire Department with total seniority points not to exceed ten (10). The employee's examination score shall be combined with seniority points to determine employee's total test 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 employee 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. 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 Indices to this Agreement shall be numbered, dated and signed by the City and the Union, and City shall be subject to the provisions to this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

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

Article XXIII. MILITARY LEAVE

Section 1. Employees 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 Employee who enters the Uniformed Services (military) directly from City employment shall be placed on military leave. The Employee 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. An Employee who is a member of the reserve component of any branch of the Uniformed 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. An Employee entering or absent due to military service shall, at the employees option, be paid for part or all accrued vacation and compensatory time for which he is eligible at the time he enters the service.
- D. An Employee returning from military leave shall request reinstatement to his former position or to any other position in the same classification. After his separation from the Uniformed Services, the employee shall notify the City of his intention to return to work within USERRA specified time periods depending on the length of military service. An Employee who remains on military leave for a period of more than five (5) years shall normally be considered resigned.

- E. The Employee returning from the Uniformed Services with a dishonorable or bad conduct discharge will not be eligible for reinstatement.
- F. An Employee 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 qualified and able to perform the duties required of the position.
- G. Annual leave, sick leave, and longevity pay rights do not accrue while an Employee is on military leave, but time spent on military leave shall be computed in determining eligibility for these purposes.

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 Employee may be granted no more than twenty (20) working days paid leave, travel time inclusive; and a fourteen (14) day work period Employee 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 Uniformed Services or associated weekend drills (based on appropriate documentation).
- B. In the event the time of such training is optional, the time shall be designated at the discretion of the appointing authority.
- C. The Employee shall present his department head a copy of his orders to report for reserve training prior to departure on leave.
- D. An Employee 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 Employee is on authorized military leave and travel time. Normal City pay shall be defined as all compensation that the Employee would have received from City for that period exclusive of any payment for overtime.

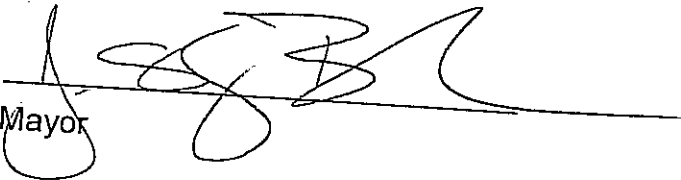
Section 3. Employees shall be granted time off with pay, not to exceed one (1) day plus travel, for physical examination prior to being drafted into active military service, or for veteran's reevaluation physical exams.

APPENDIX A

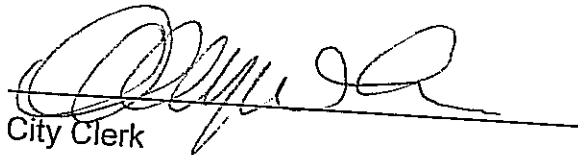
| | Firefighter | | Driver | | |
|---|-------------|----------|---------|------------|---------|
| | Firefighter | Corporal | Driver | Lieutenant | Captain |
| A | \$11.81 | \$11.99 | \$13.36 | \$13.55 | \$15.32 |
| B | \$12.13 | \$12.30 | \$13.72 | \$13.92 | \$15.74 |
| C | \$12.43 | \$12.60 | \$14.10 | \$14.31 | \$16.17 |
| D | \$12.63 | \$12.82 | \$14.48 | \$14.70 | \$16.62 |
| E | \$12.97 | \$13.16 | \$14.88 | \$15.11 | \$17.06 |

IN WITNESS WHEREOF, the parties have hereunto set their hands this
3rd Day of May, 2010.

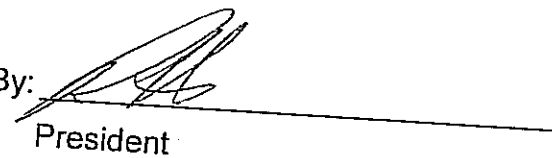
THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation.

By: 
Mayor

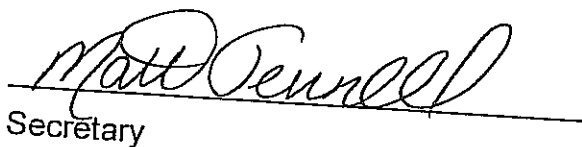
ATTEST:


City Clerk

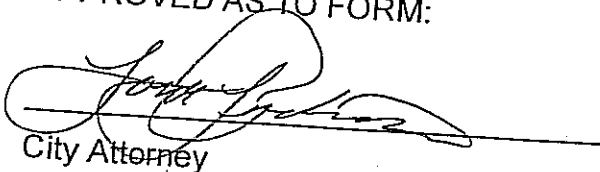
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2990

By: 
President

ATTEST:


Secretary

APPROVED AS TO FORM:


City Attorney