

**AGREEMENT BETWEEN**  
**THE CITY OF GLENPOOL, OKLAHOMA,**  
**A MUNICIPAL CORPORATION,**  
**And THE INTERNATIONAL ASSOCIATION OF FIRE**  
**FIGHTERS**  
**LOCAL 2990**  
**FISCAL YEARS 2008-2010**

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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 "Employer" 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 Employer. The Employer agrees to provide the City Seal on 5 written (hard) copies.

## **Article II. AUTHORITY AND TERM**

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

**Section 2.** This agreement shall become effective on July 1, 2008 and shall remain in full force and effect until 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 2008/2009 and 2009/2010 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by June 30, 2008 and June 30, 2009 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 2009 and remain in effect until the end of the 2009-2010 fiscal year.

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

**Section 4.** It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and

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

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

### **Article III. RECOGNITION**

**Section 1.** The Employer 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 Employer 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 Manger for reconsideration.
  2. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.

- C. The City Manger 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:

If the grievance is denied at Section 3C, and before the parties invoke Section 3C (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.

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 Employer.
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 Employer. 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.** All Employees covered by this Agreement shall receive an increase in their monthly salaries in accordance with the referenced appendixes and at the rate and step placement of their corresponding rank and years of service.

- A. During the term of this contract and this contract only (July 1, 2008- June 30, 2010), the parties agree to freeze the step placements referenced in Section 1. Effective July 1, 2010 normal step movements shall resume.

**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.** Comp time for school other than OSU for degree work in Fire Technology and Fire Science will be allowed.