

AN AGREEMENT

BETWEEN

THE CITY OF WEATHERFORD, OKLAHOMA

A MUNICIPAL CORPORATION

AND

WEATHERFORD FIRE FIGHTERS

LOCAL 4236, BARGAINING AGENT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

FISCAL YEAR 2019

Section 5 During the term of this Agreement, it shall be the obligation of the Employer and the Union to meet within ten (10) days after notice has been tiled by either party, to negotiate any amendments, addendum or changes which do not require the appropriation of monies. It is understood that the arbitration process shall not apply to the lack of agreement to modify the existing contract.

ARTICLE 4 - PROHIBITION OF STRIKES

Section 1 During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e. strike, work slowdown, concerted stoppage of work or any other intentional interruption or disruption of the operations of the Fire Department and the City of Weatherford. The Union shall not be in breach of agreement where the acts or actions hereto enumerated are not caused or authorized by the Union. The Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

Section 2 Upon notification confirmed in writing by the Employer to the Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such member(s) to return to work at once and provide Employer with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of Employer. In the event that a wildcat strike occurs, the union agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3 The Employer and the Union agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

ARTICLE 5 - PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Weatherford Fire Department in effect for and with respect to the members of said Fire Department on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 8 - MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1 Nothing in this Agreement shall be interpreted as diminishing the obligation of the parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Union membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended and/or other applicable laws.

Section 2 In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 9 - HOURS AND TIME EXCHANGE

Section 1 Employees shall work a three (3) platoon, twenty-four (24) hour shifts, but shall work two (2) consecutive shifts equaling forty-eight (48) hours on duty and four shifts equaling ninety-six (96) hours off duty. This manner of scheduled duty shall be described as the 48/96 work schedule. As a condition of employment, Employees may be required to work overtime because of increased workload, sickness, absences of other employees, or emergencies. Employees who have worked two hundred and twelve (212) hours in their current twenty-eight (28) day work period will be paid overtime pay at the rate of one and one-half (1 ½) times the employees regular rate of pay. For the purpose of this Agreement, the employees prevailing hourly rate shall be deemed the annual salary for each employee divided by two thousand nine hundred and twelve hours (2,912) subject to the following: Overtime will be paid in accordance with the Fair Labor Standards Act. Each bi-weekly payroll will be 112 hours salary plus 6 FLSA hours. The new work schedule as described in Article 9 Section 1 will be considered a trial period beginning January 1, 2014 through June 30, 2014. One month prior to end of the trial period a meeting will be held to discuss continuing the new schedule. The City shall have sole discretion in making any permanent schedule changes.

Section 2 Time of shift change will be 0700.

Section 3 Employees shall have the privilege to exchange time, provided however, prior to the effective time of the exchange; the Fire Chief will be notified of such change.

Section 4 Shift employees shall be paid time-and-a-half for all hours worked over 212 hours during a twenty-eight (28) day work period. In addition, for purposes of calculating overtime for bargaining unit employees, vacation and holidays shall be considered as hours worked. All employees shall be paid on an hourly basis, for each hour worked during the work period.

Section 5 Employees who are on approved holiday, vacation or personal leave shall not be eligible for mandatory call back or overtime, unless, said employee is needed to combat a emergency situation, defined herein as being any unexpected occurrence requiring response by the Weatherford Fire Department in excess of the manpower existing on the normal duty shift to

A. The grievant shall notify the Union Grievance Committee and the Fire Chief or his designee, of the filing of a grievance. Within ten (10) calendar days 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 not exist, no other proceedings shall be necessary;

2. If the Union Grievance Committee finds a grievance does exist, the procedure of Section 3.B shall apply:

B. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment.

C. The Fire Chief shall submit his answer in writing to the employee involved and to the Union Grievance Committee within five (5) business days. If the grievance has not been settled within that time, it shall be sent to the Mayor within five (5) business days for adjustment.

D. The above sequence applies to an individual grievant; however, if the Bargaining Agent wishes to file a grievance on behalf of the Union, he shall go directly to Section 3.B.

E. The Mayor shall submit his/her answer in writing to the Fire Chief, the employee(s) involved and the Union Grievance Committee within ten (10) business days. If the grievance has not been settled within that time, it shall be submitted to grievance mediation and/or arbitration for adjustment as follows:

1. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to grievance arbitration for resolution.

2. The parties shall each designate an interest arbitrator and should those arbitrators be unable to agree to a neutral arbitrator, the grieving party may submit to the FM&CS for a list of seven (7) arbitrators.

3. Within ten (10) days from the receipt of such panel, a representative of the Union and the City shall confer and alternately strike the name of one arbitrator from the list of seven until one name remains with the grievant making the first strike from said list.

4. Upon notification to the impartial arbitrator of his being selected, the date for the hearing shall be set within ten (10) business days.

5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion. A copy of the opinion shall be mailed to the Union and the City.

6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision of the arbitrator shall be legal and binding on the parties to this Agreement to the extent such decision is consistent with Oklahoma and/or Federal law as

- A. Discharge, if not reversed;
- B. Resignation, if not reinstated to the previous position within ninety (90) days;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement;
- E. Laid off for a period in excess of eighteen (18) months.

Section 4 Seniority will be a factor in determining the priority of each member as to when vacation and holiday time off is granted, and for determining overtime call back due to unscheduled leave.

ARTICLE 14 - BARGAINING UNIT RIGHTS AND SECURITY

Section 1 The Employer shall provide space in all fire stations for Union bulletin boards. Material posted on bulletin boards shall be limited to Union business, notice of meetings, seminars, workshops, legislative updates, safety bulletins, etc.

Section 2 It is understood there shall be no material posted of a derogatory or inflammatory nature toward anyone. It shall be the responsibility of the Union to maintain the material they post, to insure prompt removal of outdated material and further insure the posting of material is limited only to the bulletin board. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to the removal of material by the Fire Chief or his designee, the Union shall be notified of the posting of non-conforming material and request made of the Union to remove such material.

Section 3 The Union is granted up to two members seventy-two (72) hours off per fiscal year with pay for the purpose of conducting Union business. Such leave for Union business shall be limited to attending conventions, seminars or workshops, preparation of grievances, and preparation for and participation in arbitrations, etc. The specific Union member(s) who shall be allowed to take said time off with pay is to be determined by the Union President. Written notice for Union business leave shall be forwarded to the Fire Chief at least three (3) days in advance. Time off for Union business shall have the prior approval of the Fire Chief and will not be unreasonably denied.

ARTICLE 15 - PERSONNEL REDUCTION

Section 1 The employees with the least seniority in the Weatherford Fire Department shall be laid off first.

Section 2 Laid off employees will be placed on a recall list for eighteen (18) months from the effective date of the layoff before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employ of the Weatherford Fire Department. Contact will be made by mailing a notice to the employee, by registered mail and

Full time Service Date Effective

Maximum Sick Leave By-Back

Before January 1, 2011	1,872
Effective January 1, 2011	936

Section 4 The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall deliver a copy to the person involved and the Union President. The Fire Chief shall require a written statement from the treating health care provider before approving sick leave with pay of more than seventy-two consecutive hours per occurrence.

Section 5 Shift employees may be granted up to three (3) shifts off for funeral leave per year. Any additional time needed for funeral leave will be deducted from sick leave or vacation leave. Such leave must be approved by the Fire Chief and is not charged against any leave accumulation, except as stated above.

Section 6 An employee shall be given necessary time off from their scheduled shift, with pay when performing jury duty, appearing in court as a witness in an official capacity in connection with the City, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. When performing any of the aforementioned civil duties, with the exception of voting, an employee shall be entitled to keep any reimbursement for expenses incurred, however, the daily compensation received for performing jury duty shall be turned over to the City.

Section 7 Bargaining unit members are expected to take their vacations each year. Vacation time cannot be carried over or accumulated from year to year. Bargaining unit members who have more than 10 years of continuous employment may exercise the option of receiving pay for six shifts (2 weeks) above the earned two weeks and receive pay for the time worked. Nothing over six (6) shifts will be allowed. "Buy back" vacation shall not be included for purposes of calculating overtime.

ARTICLE 17 - UNIFORMS

Section 1 The City agrees to provide uniforms for all uniformed employees of the Fire Department. Items to be purchased and maintained shall include the following:

Long Sleeve T-shirts (winter)	6
Duty pants	6
Belt	1
Shoes or Boots	1 pair
Coat	1
Coat badge	1
Uniform badge	1
Name tag	1
T-shirts	6

order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3 The Employer shall provide the Union Treasurer with a detailed report showing the individual employee's name and deduction amount at the time of payment to the Union.

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

Section 5 The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of Union dues.

ARTICLE 19 - REGULAR AND SPECIAL MEETINGS

Section 1 The Union will be permitted to hold one regular meeting per month and no more than two special meetings per year on the employer's premises; with the understanding that permission, time, and location of such meetings shall be approved by the Fire Chief.

Section 2 It is understood that the Union and the Employer will cooperate in this Agreement and excessive requests will not be made by the Union and permission to hold meetings shall not be unreasonably denied by the Employer so long as meetings do not impede or interfere with the normal operations of the Fire Department.

ARTICLE 20 - MANAGEMENT/UNION COMMITTEE

Section 1 The Management-Union Committee shall be comprised of the Fire Chief, one (1) management designee, the union president, and one (1) union designee. The Committee shall meet no less than quarterly or more than monthly at a mutually agreeable time unless an alternate frequency is agreed to by both parties. The Committee shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2 The purpose of the Committee shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; proceedings for avoiding future grievances; review and recommendations of rules and regulations; programs for improved efficiency, effectiveness and productivity; and other issues which would improve the relationship between the parties.

Section 3 The committee will have the joint authority to conduct inspections of equipment, buildings and other areas related to the bargaining unit. They shall also have the latitude to make studies of safety equipment and practices. Union members may be excused from duty for this function, subject to the approval of the Fire Chief.

Section 5 The Employer agrees to hire three fulltime firefighters for the year 2013.

Section 6 The Union will use "Weatherford Professional Firefighters Local 4236" or "Local 4236" in all promotional or advertising listings.

ARTICLE 26 - RESIDENCY REQUIREMENTS

All members of the Fire Department shall reside within 15 miles of the fire station.

ARTICLE 27 - SAVINGS CLAUSE

Section 1 If a provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2 It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3 Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4 It is understood that all time limits found within this Agreement may be extended by the written consent of both parties, but if not so extended, shall be strictly observed.

ARTICLE 28 - LONGEVITY PAY

Section 1 Members of the bargaining unit may receive longevity pay as follows, provided funds are available and approved by the City Council:

1 month to 5 years	\$1.50 per month
5 years to 10 years	\$2.00 per month
10 years to 15 years	\$2.50 per month
15 years to 20 years	\$3.00 per month
20 years to 25 years	\$4.00 per month
25 years to 30 years	\$5.00 per month

Maximum Longevity Pay is \$1,800.00 per year.

THIS AGREEMENT is executed this 29th day of November 2018, by the *City of Weatherford* and the 29th day of November 2018, by the *Firefighters Local 4236*, but shall become effective **January 1, 2019**.

CITY OF WEATHERFORD, OKLAHOMA
A MUNICIPAL CORPORATION

WEATHERFORD FIREFIGHTERS, LOCAL
4236, INTERNATIONAL ASSOC. OF
FIREFIGHTERS



Mike D. Brown, Mayor



Clint Province, President

ATTEST:



Lisa Young, HR Director

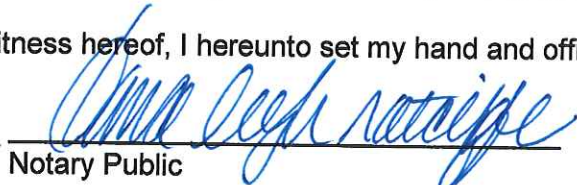
ATTEST:



Travis Dyck, Secretary

On this, the 29th day of November, 2018, before me a notary public, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public

