

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

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF WEATHERFORD, OKLAHOMA, hereinafter referred to as Employer, and LOCAL 4236, 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.

ARTICLE 2 - UNIT COMPOSITION

Section 1 The City recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department, except the Fire Chief and one (1) designated Administrative Assistant.

Section 2 Probationary Employees:

A. Probationary employees cannot avail themselves of the grievance procedure set forth in this Agreement if they are disciplined or terminated, for the good of the service during the first twelve (12) months of employment.

B. The bargaining agent shall have the right and responsibility to bargain on behalf of probationary employees regarding the issue of entry level pay.

Probationary employees shall be covered by the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 3 - AUTHORITY AND TERM

Section 1 The employer and the Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into and by Employer and Union. This Agreement shall become effective on January 1, 2019 and shall remain in full force and effect until midnight December 31, 2019.

Section 2 Whenever wages, rates of pay or any other matters requiring the appropriations of monies 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 December 24th of each year, the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure.

Section 3 It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with the representatives of the Union and the Employer ten (10) days after receipt of written notice from the Union or the Employer requesting a meeting for purposes of collective bargaining.

Section 4 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 issues, as defined by statute, may be submitted to arbitration on the request of either party.

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.

Section 2 Except as may be limited herein; the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the City of Weatherford, OK and the ordinances and regulation promulgated there under.

To determine Fire Department Policy including the rights to manage the affairs of the Fire Department; except as stated above;

To assign working hours, including overtime;

To direct the members of the Fire Department including the right to terminate, suspend or discipline any fire fighter for cause; and the right to hire, promote or to transfer any fire fighter within the department;

To determine the table of organization of the Fire Department;

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

To allocate and assign work to fire fighters within the Fire Department;

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

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

To establish and enforce Fire Department rules, regulations and orders

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

To determine the amount of supervision necessary.

To control the departmental budget.

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

ARTICLE 7 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees 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 or 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 the change geographically of the place of business of either party hereto.

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

protect lives and/or property.

Section 6 Employees called back to work on an emergency basis shall be paid a minimum of one (1) hour at time-and-a-half

Section 7 When two or more paid members are off it is agreed that the shift on a four day off shall be contacted and given the opportunity to work before a Volunteer is called. If a double back situation should occur, it will be up to the paid member to make the decision whether he/she is willing to work.

Section 8 No vacation will be allowed on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 10 - DUTY DAY

Section 1 Shift exchange shall take place at 0700 hours.

Section 2 From 0700 to 1700 hours, the following activities shall routinely take place with time and order of occurrence at the direction of the Fire Chief:

- A. Station cleaning and routine paper work;
- B. Starting, inspection, cleaning and maintenance of apparatus and equipment;
- C. Training;
- D. Physical training

Section 3 From 1700 to 0700 hours and all day on Saturday, Sundays and holidays shall be considered as stand by time, provided, however, members of the bargaining unit will still perform morning station and apparatus maintenance on Saturday, Sundays and holidays before going on standby status.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1 The Union or any employee covered under this Agreement may file a grievance within twenty-five (25) calendar days of the date of an alleged violation of this Agreement occurs or becomes known to the Union, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2 The Union President, or his authorized 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 of the 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 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

decided by a court of competent jurisdiction.

7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereof.

8. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 4 All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly obeyed. If either party fails to pursue any grievance within the time limits provided, that party shall forfeit the right to continue the grievance.

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

ARTICLE 12 - 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 Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file.

Section 2 A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3 Personnel files will be reviewed by the Fire Chief with the assistance of the Personnel Director at least once every two (2) years if requested by the employee. Prior to the review, the employee shall be notified when such review is to take place and shall be allowed an opportunity to be present during the review. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files during the review process. The Fire Chief will be the final authority on the decision as to whether or not to remove any such material.

ARTICLE 13 - SENIORITY

Section 1 Seniority shall mean the status attained by length of continuous service in the Fire Department. It shall commence from the date on which the employee becomes a permanent employee upon satisfactory completion of a one (1) year probationary period, at which time seniority will be computed retroactively, according to the aforementioned provisions.

Section 2 Where two (2) or more employees have the same employment date, seniority shall be determined by the date of application for employment.

Section 3 Seniority shall be lost upon the occurrence of any of the following:

- 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

the Union President at the address on file in the Personnel Office. It is the responsibility of the employee to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a fifteen (15) day period to notify the Employer of his intentions. The fifteen (15) day time frame begins from the date of the mailing of the notice. If the employee fails to notify the Employer within this fifteen (15) day period, he will relinquish all recall rights. If the employee does notify the Employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3 Leave time will not accrue during the period of layoff. However, previously accrued sick leave and seniority will be reinstated, if the laid off employee is recalled within eighteen (18) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

ARTICLE 16 - TIME OFF

Section 1 Employees of the Fire Department shall receive vacation time as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS OF VACATION PER YEAR</u>
1 - 10	144
10 – 20	216
20 or more years	288

Unless otherwise approved by the Fire Chief, no more than two (2) fire fighter(s) may be scheduled off per shift for vacation and holidays at any given time.

Section 2 Employees shall receive two hundred sixteen (216) hours of vacation in lieu of holidays. In the fiscal year when Veterans Day falls on a Saturday or Sunday, employees will receive one hundred ninety-two (192) hours of vacation in lieu of holidays. Personal days will be taken in twenty-four (24) hour increments. Vacation days can be taken in twelve (12) hour or twenty-four (24) hour increments. No more than half of a firefighters total vacation days can be used as half-day vacations, and a firefighter must use an even amount of am shifts as pm shifts. Twelve (12) hour vacations must be used from 7:00 am to 7:00 pm or from 7:00 pm to 7:00 am. In the event more than (2) firefighters want off at the same time then the basis of continuous years of service with the fire department will be the deciding factor.

Section 3 Sick leaves for shift employees shall accumulate at the rate of twelve (12) hours per month, with an accumulation limit of seventy-eight (78) shifts. Accrued sick leave may be taken in one (1) hour increments to accommodate those employees attending physician/dental or eye appointments.

Sick Leave By-Back upon termination:

Regular full time Firefighters with a service date effective on or after January 1, 2011 with twenty (20) years of service (service as defined by OFPRS) with the City of Weatherford, who leaves City employment in good standing and gives two weeks' notice, will be paid for accrued but unused sick leave at a rate not to exceed 936 hours. Each regular, full time firefighter hired before January 1, 2011, who leaves City employment in good standing and gives two weeks' notice, will be paid for accrued but unused sick leave at a rate not to exceed 1, 872 hours.

Full time Service Date Effective

Maximum Sick Leave By-Back

Before January 1, 2011
Effective January 1, 2011

1,872
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

The City further agrees to replace the aforementioned items on an as needed basis as approved by the Fire Chief.

Section 2 All safety equipment such as helmets, bunk out coats, bunk out pants, safety gloves, nomex hoods, flashlights, lightweight suits (one or two piece) for grass fires, and two (2) pair of leather boots approved for structural firefighting shall be provided by the City on an as needed basis. All safety equipment shall meet or exceed N.F.P.A. standards.

Section 3 It is agreed that the City shall purchase uniforms conforming to the dress code that has been agreed to by both parties.

Section 4 The City agrees to maintain a washing machine and clothes dryer for the Fire Department, to be used by members of the bargaining unit for cleaning work uniforms. The City shall also provide a washing machine and dryer to be used by the bargaining unit members for the cleaning of bed linens. The City further agrees to provide laundry detergent, fabric softener and other supplies as may be needed for the maintenance of work uniforms and bed linens. The parties agree that the aforementioned washing machine(s) and dryer(s), and laundry supplies are to be used solely for the purpose of cleaning Fire Department uniforms and bed linens. City allows Weatherford Fire Department personnel to wear shorts within the fire department facility during working hours and during down time (after 5:00pm and on weekends). Shorts can also be worn outside the department while on duty. Shorts will be professional looking. Firefighter's and Driver's will wear navy blue shorts, Captain's will wear tan color shorts; with socks and shoes to be black. However, safety will be first priority, shorts will not be worn during unsafe or exposure situations. Shorts shall not be worn during public appearances where a button up shirt and badge are deemed necessary. Clothing will be approved by the fire chief but purchased by the employees themselves. (Clothing- shorts, socks, shoes)

Section 5 The Union requested to wear a poly-cotton blend type shirt instead of 100% cotton.

ARTICLE 18 - DUES CHECK-OFF

Section 1 The Employer agrees to deduct regular monthly Union dues from earned wages of those employees in the Union. The deduction of one half the Union dues shall be made twice a month from each Union member's paycheck in an amount certified to be current by the Secretary-Treasurer of the Union. A check for the total deduction shall be mailed to the Treasurer of the Union within fifteen days of the regular payroll being issued. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the Union shall individually sign an authorization card provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee should he resign from the Union by notifying the Employer in writing, and co-signed by the Treasurer of the Union.

Section 2 The Employer will deduct only Union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except monthly Union dues. In the event of an increase or decrease in Union dues, the Union will give the Employer thirty (30) days' notice and provide signed authorization cards in the new amount, in

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 4 Meetings shall be held during regular working hours without loss of pay. The results of these meetings shall not be subject to the Grievance Arbitration Procedure. The findings and recommendations shall be in writing and presented to the Mayor within fifteen (15) days following the completion of the committee meeting and the mayor will respond within thirty (30) days.

ARTICLE 21 - JOB ASSIGNMENTS

Section 1 The Employer shall not require members of the bargaining unit to perform any major maintenance or repairs on any equipment, vehicles or structures owned or leased by the City of Weatherford, Oklahoma, or require members of the bargaining unit to perform duties that are not normal to their job, with the exception of possible emergencies that would require such work for the safety of the community.

ARTICLE 22 - PREPARATION AND DISTRIBUTION OF CONTRACT

The City of Weatherford agrees to prepare and distribute to the Local, one (1) copy of the Labor Agreement for the President of the Local, and one (1) copy to be placed on file in the Fire Station.

ARTICLE 23 - INSURANCE

The City of Weatherford shall provide the same group health and life insurance benefits to members of the bargaining unit as the City provides to all other general employees of the City of Weatherford.

ARTICLE 24 - OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

The Employer shall pay the annual membership dues for each member of the bargaining unit to the Oklahoma State Firefighters Association.

ARTICLE 25 - MISCELLANEOUS

Section 1 The Fire Department shall periodically conduct training and provide updates on Blood Borne Pathogens. This training shall be mandatory training, provided the training is conducted on duty time.

Section 2 The Employer agrees to provide TB testing for all members of the bargaining unit. This shall be done on an annual basis and upon exposure of a member of the bargaining unit to a known or suspected carrier of the disease.

Section 3 The Employer will provide Hepatitis B vaccinations for all new employees, as needed.

Section 4 The Employer may make light duty assignments available to members of the bargaining unit who are recovering from off duty illnesses and/or injuries to preserve the member's sick leave accumulation subject to the availability of such duty and the Fire Chief's approval.

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.

ARTICLE 29 - FACIAL HAIR

Section 1 A firefighter shall not be permitted to have facial hair growth, such as stubble beard growth or beards. Mustaches must not extend downward beyond the lip line of the upper lip no more than one-half inch. Sideburns, when worn must be neatly trimmed and tapered. They must be straight and of even width (i.e., not flared). They must end in a clean-shaven horizontal line. Sideburns must not extend below the lowest part of the exterior ear opening.

ARTICLE 30 - HAZ-MAT OPERATIONS LEVEL

Section 1 After becoming certified, all paid firefighters shall be paid an additional amount per month depending on their level of certification.

Certified as awareness with 8 hours of training \$25.00 per month or
Certified as operations with 48 hours of training \$50.00 per month or
Certified as technician with 80 hours of training \$75.00 per month or
Certified as Specialist or incident commander \$100.00 per month.

The fire fighter will also be required to attend continuing education.

ARTICLE 31 – WAGES

See Article 3 Section 2

ARTICLE 32 - ALCOHOL & CONTROLLED SUBSTANCE TESTING

Section 1 Weatherford Fire department personnel agree and adhere to the City of Weatherford personnel policy appendix “A”, Alcohol & Controlled Substance Testing.

ARTICLE 33 – TRAINING

Section 1 When an employee is involved in training to benefit the Fire Department and the City of Weatherford, and is recommended by a committee of captains, and approved by the Chief. The City shall be responsible for the following:

- Overtime for the employee unless a normal duty day
- Meals if training is not in the local area
- Accommodations for any overnight stays
- Cost of class

Section 2 Fit for Duty Standard - Working in conjunction with the bargaining unit to create an (annual) acceptable standard . Including expectations, corrective measures, and requirements for continued employment. The standard shall include an annual physical provided by a physician with the cost being at the expense of the City.

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
Mike D. Brown, Mayor

Clint Province
Clint Province, President

ATTEST:

Lisa Young
Lisa Young, HR Director

ATTEST:

Travis Dyck
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.

Dana L. Ratcliffe
Notary Public

