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## **ARTICLE 1 PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into by and between the CITY OF HARRAH, OKLAHOMA, hereinafter referred to as Employer, and LOCAL 5344, 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 RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining agent for all permanent full time paid employees of the Harrah Fire Department except for:

- Fire Chief
- Designated Administrative Assistant
- Civilian Employees
- Probationary Employees

## **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 by Employer and Union.

**Section 2.** This Agreement shall become effective July 1, 2022, and shall remain in full force and effect until midnight June 30, 2023.

**Section 3.** Whenever wages, rates of pay or any other matters requiring 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 June 15<sup>th</sup> of each year, the last day on which monies can be appropriated by the Employer to cover an 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 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 5.** In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, and following at least two negotiating sessions, 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 6.** 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 filed 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., strikes, work slowdowns, mass absenteeism, or being a party to such activities. The Union shall not be in breach of this Agreement when the act or actions enumerated above are not caused by the Union.

**Section 2.** Upon notification confirmed in writing by the Employer to the Union that certain Of its members are engaged in a job action, the Union shall immediately, in writing, order such member(s) to cease the job action and return to work at once, and the Union will provide the Employer with a copy of said order. Additionally, a responsible officer of the

Union shall publicly order all employees participating in a job action to cease such action and return to work.

**Section 3.** Nothing contained in this article shall be construed to limit, impair, or affect the right of the Union or any member of the bargaining unit to the expression or communication of a view, grievance or complaint, 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 proper performance of duties.

## **ARTICLE 5 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

**Section 2.** Except as otherwise specifically provided in this agreement, the employer retains the exclusive right in accordance with the City Charter and the laws of the State of Oklahoma and the responsibilities and duties of the City of Harrah as set forth within ordinances and resolutions to exercise all rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term “rights and functions of management” includes:

A: The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects:

B: The right to assign working hours including overtime;

C: The right to establish, modify or change work schedules, manning of shifts, assignments, etc.

D: The right to direct the employees of the Fire Department, including the right to hire,

promote and transfer employees and the right to terminate, suspend, demote or take other disciplinary actions against employees of the Fire Department.

E: The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classifications, ranks and positions based upon duties assigned.

F: The determination of safety, health and property protection measures for the Fire Department:

G: The allocation and assignment of work to all members within the Fire Department;

H: The sole judge of the qualifications of applicants and training of employees;

I: The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;

J: The establishment and enforcement of Fire Department rules, regulations and orders and amendments to the same;

K: The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;

L; The determination of the number of ranks, the number of employees within each rank and the amount of supervision necessary, and the transfer of employees from one shift to another shift;

M: The control of the Fire Department budget;

N: The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;

O: The right to relieve employees from duties because of lack of work, funds or other legitimate reasons.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

## **ARTICLE 6 PREVAILING RIGHTS**

All rules, regulations, fiscal procedures, working conditions, departmental practices, and manner of conducting the operation and administration of the Harrah Fire Department currently 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 7 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 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 8 PREPARATION AND DISTRIBUTION OF CONTRACT**

**Section 1.** The City of Harrah and the Local 5344 have mutually agreed to this labor agreement and further agree that each will be responsible for providing copies to its

respective representatives.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.** The Union or any employee covered under this Agreement may file a grievance within thirty (30) calendar days of the time the alleged violation becomes known, as hereinafter defined, and shall be afforded the full protection of this Agreement.

**Section 2.** The Local President or his authorized representative may report an impending grievance to the Fire Chief or his designee in an effort to forestall its occurrence.

**Section 3.** Any controversy between the Employer and the Local, or any employee, concerning the interpretation, enforcement, or application of any specific provision of this Agreement concerning any of the terms or conditions of employment contained in this

Agreement shall be adjusted in the following manner. (The parties agree to acknowledge receipt of all grievances, in writing.)

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

(2) If the Local Grievance Committee finds a grievance does exist, the procedure of Section 3.B shall apply;

**B.** If the Local Grievance Committee finds that a grievance does exist, the Committee shall submit the grievance, in writing, to the Fire Chief, or his designee, for adjustment.

**C.** The Fire Chief, or his designee, shall submit his answer in writing to the employee(s) involved and to the Local Grievance Committee within ten (10) calendar days of receipt of the grievance. The grievance shall be considered settled unless the Local Grievance Committee within ten (10) calendar days from receipt of the answer by the Fire Chief, or his designee, submits the grievance to the City Manager, or his designee. The designee of the City Manager shall be the City Clerk.

**D.** The City Manager, or his designee, shall submit his/her answer in writing to the Fire Chief, the employee(s) involved, and the Local Grievance Committee within ten (10) calendar days. If the City Manager and the Local Grievance Committee have not settled the grievance within that time, then either party may request arbitration. If arbitration is requested by either party, it shall be submitted for adjustment as follows:

(1) Prior to the initiation of arbitration, the parties may mutually agree to notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unsolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be. If mediation is not successful, the party seeking arbitration will submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service within ten (10) calendar days of completion of the mediation process.

(2) Within ten (10) calendar days from the receipt of such panel, the parties shall confer and alternately strike names received from the FMCS until one arbitrator remains, The party seeking arbitration shall strike first.

(3) Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for

arbitration shall be set, if possible, within thirty (30) calendar days from the date the arbitrator is notified of his selection.

(4) Within sixty (60) calendar days, if possible, after the conclusion of the hearing, the arbitrator shall issue a written opinion and decision with respect to the issues presented. A copy of the decision shall be mailed or delivered to the Local and the City.

(5) The arbitration hearing shall be informal. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books and documents and other evidence relative or pertinent to the issues presented to him for determination.

(6) With respect to the interpretation or application of the provisions of this Agreement, the decisions and opinion of the arbitrator shall be final and binding upon the parties to this Agreement to the extent such decision and opinion are 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 thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or

variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof.

(8) The cost of the impartial arbitrator shall be shared between the Local 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 set forth in this Article may be extended by mutual agreement, in

writing, but if not so extended, shall be strictly observed. If either party fails to pursue any grievance within the time limits provided, that party shall forfeit the right to continue the grievance.

## **ARTICLE 10 PERSONNEL FILES**

**Section 1.** It is agreed that prior to any materials concerning investigations, complaints, or reprimand 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; the Employer shall notify said employee of such action and that the employee be given proper opportunity to grieve such action before it becomes a part of his personnel file; it is agreed that nothing in this section 1 shall deprive Employer of its rights to object or assert defenses to said grievance.

**Section 2.** Employees shall be allowed to review their personnel file under appropriate supervision at any reasonable time, and may insert their own response into the personnel, regarding any matter contained therein.

**Section 5.** A copy of all letters of appreciation and/or commendation received by the Fire Department or the City of Harrah pertaining to any employee(s) of the Fire Department will be given to the employee(s) within five (5) business days. The original of said letter shall be placed in the employee(s) personnel file.

## **ARTICLE 11 JOINT SAFETY AND HEALTH COMMITTEE**

**Section 1.** The Employer and the Union agree to cooperate in the promotion of safety and health on the Employer's premises and while carrying out the mission of the Employer.

The Employer and the Union agree to establish a joint committee with equal representation, which

shall be two (2) persons representing the Union and two (2) persons representing the Employer, with the chairperson alternating on a quarterly basis. The Employer's

representatives shall select the first quarterly chairperson and the Union's representatives shall select the second quarterly chairperson for the committee. The committee shall meet quarterly and at other times deemed appropriate by the chairperson of said committee or by a majority request of the committee as a whole. Three (3) members must be present to constitute a quorum.

**Section 2.** The Joint Safety and Health Committee will have the joint authority to conduct onsite inspections of equipment, buildings and other areas related to the occupational environment

of the bargaining unit limited to the fire department work site. They shall also have the latitude to make studies of safety equipment and practices and to conduct investigations into health hazards that may be appropriate to protect the Employer's interest as it may relate to Worker's Compensation or other liability inherent to occupational diseases and injury and to protect the member's right to a safe employment environment. Union members of the committee will be excused from duty for the work of the committee, subject to prior approval of the Fire Chief or his designee.

**Section 3.** The Union and the Employer agree to make every effort to correct safety hazards or unsafe working conditions identified by the Joint Safety and Health Committee.

**Section 4.** The Committee shall report their findings and/or recommendations as it relates to health hazards and/or safety equipment and practices, in writing, to the City Manager within fifteen (15) calendar days following the Committee meeting and/or the conclusion of the study for his consideration. It is acknowledged and agreed that the Committee is a recommending body only.

## **ARTICLE 12 SENIORITY**

**Section 1.** Seniority shall mean the status attained by length of continuous service as a full-time employee with the Harrah Fire Department. It shall commence from the date on which

the employee becomes a regular employee of the Fire Department upon completion of a twelve (12) month probationary period, at which time seniority will be computed retroactively, according to the afore mentioned provisions.

Section 2. Seniority will be a factor to be considered on any and all shift assignment changes. Section 3. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leaves of absence;
- D. Retirement;
- E. Discipline resulting in demotion, if not reversed;

## **ARTICLE 13 BARGAINING UNIT RIGHTS AND SECURITY**

**Section 1.** Bulletin Boards. The Employer agrees to provide reasonable space for a bulletin board directed for Union use and posting of notices and Union correspondence in the Fire Department. Materials posted on the bulletin board shall be limited to Union business, notice of meetings, seminars, workshops, legislative reports, safety bulletins, etc. No materials of a subversive or derogatory nature shall be posted.

**Section 2.** Time Off for Union Business. The Union is granted up to a total maximum of up to 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, preparation for negotiations and preparation for and participation in arbitrations. 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) calendar days in advance provided such absences do not interfere with the normal operations of the Fire Department.

**Section 3.** The members of the Union's negotiating team, not to exceed two (2), shall be allowed time while already on duty, subject to call, to attend negotiating sessions which shall be set by the Employer and the Union for the purposes of collective bargaining.

**Section 4.** The Union shall be allowed to conduct one regular monthly business meeting in

the fire station, provided that such meeting shall be held after 5:00pm. At the beginning of each fiscal year, the Union will provide the Fire Chief with a list of the dates and times of its regular monthly meetings. In addition, any changes in the date and / or times of the regular monthly meetings shall be conditioned upon 5 calendar days' notice to the Fire Chief. In addition, the Union will be allowed to conduct special meetings with the approval of the City Manager and / or the Fire Chief when necessary to consider issues requiring immediate attention pertaining to on-going contract negotiations and / or the resolution of pending grievances. On duty members shall be permitted to attend Union meetings with pay, provided such meetings do not interfere with the normal operations of the fire department.

#### **ARTICLE 14 REPLACEMENT OF PERSONAL PROPERTY**

**Section 1.** The Employer shall either repair or replace, at its election, personal items damaged or destroyed in the performance of duty, not due to the employee's negligence or acts of misconduct. An employee seeking to have an item of personal property repaired or replaced must submit an incident report along with the request for repair or replacement within ten (10) calendar days of damage to the item and must present the City with information regarding the initial cost of the item and/or the estimated cost of repairing or replacing the item. The replacement or repair is subject to the request, confirmation by the Fire Chief, or his designee, and approval through the Employer's normal claims administration. Items that qualify for replacement or repair are:

- A. Eyeglasses (limited to \$150 in replacement cost) and contact lenses (limited to \$40 in replacement cost.)
- B. Cell Phones (limited to \$100 replacement cost)
- C. Watches (limited to \$75.00 replacement cost)
- D. The maximum amount that the City must spend on repair or replacement of items of personal property for any single individual during a fiscal year will not exceed the total amount of Five Hundred (\$500) dollars.

## **ARTICLE 15 UNIFORMS**

**Section 1.** In lieu of a uniform allowance previously provided to employees the Employer shall furnish uniforms for members of the bargaining unit and maintain the uniforms on an as needed basis as determined by the Fire Chief. Uniform items to be provided are:

- Uniform shirt (Class A) Nomex or Cotton Blend 1 Long sleeve
- Uniform shirt (Class A) Nomex or Cotton Blend 1 short sleeve
- Uniform Trousers Nomex or Cotton Blend 1
- Uniform Belt 1
- Uniform Coat 1
- Badge and Brass 1
- EMT BDU Pants 3
- Polo Style Shirts 1
- Cotton Blend Style T-Shirt 4
- Cotton Pullover with logo 1
- Ball Cap and Beanie Cap with logo 1 each
- Physical fitness shorts, with logo 2
- Station Boots (not exceeding \$125.00) 1 pair

**Section 2.** The Employer will furnish, at its expense, the following protective clothing and accessories, which will be worn while in the course of duty. All protective equipment shall at the time said equipment is purchased meet N.F.P.A. standards and throughout the course of a bargaining member's course of employment be maintained to N.F.P.A standards.

- Suspenders 1 pair
- Leather Front Traditional Style  
Helmet with strap and liners 1
- Structural Bunker Pants and Coat 1 pair
- Structural Bunker Boots 1 pair
- Structure Gloves 1 pair
- NOMEX Hoods 2
- SCBA Mask 1

## **ARTICLE 16 HOURS AND TIME EXCHANGE**

**Section 1.** Shift employees shall work a schedule of twenty-four (24) hours on duty, twenty-four

(24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four

(24) hours on duty, followed by ninety-six (96) hours off duty

**Section 2.** Time of shift change will be 0700 hours.

**Section 3.** Employees may exchange time or shifts, provided prior notice is given to the Fire Chief or his designee. No employee may exchange time or shifts more than three (3) shifts per quarter and no employee may exchange time or a shift when mandatory training has been scheduled. All exchanges must be completed in the quarter in which the exchange occurs. A person may exchange shifts with a person in the same rank or one rank up or down so long as the person possesses the necessary skills and certifications. The Employer is not responsible or required to maintain records of time exchanges or to insure repayment of time exchanges. Further, the Employer shall not be liable for overtime payment due to time exchanges. The employee scheduled to work shall appear on the time sheet and shall be paid for the time scheduled to work. Furthermore, the Employer understands that members may compensate one another for exchange time privileges.

**Section 4.** Shift employees shall be paid time-and-a-half for all hours worked over two hundred four (204) hours during a twenty-seven (27) day pay cycle.

**Section 5.** Any employee attending a school, seminar, or workshop at the direction of the Employer shall receive payment in compliance with the Fair Labor Standards Act (FLSA). Reimbursement for meals and travel shall be at the rate established by City policies. The Employer may provide transportation (vehicle) in lieu of mileage payment.

## **ARTICLE 17 SICK, HOLIDAY, VACATION, AND EMERGENCY LEAVE.**

**Section 1.** Sick Leave. Members of the bargaining unit shall accumulate sick leave at the rate of 6 hours per pay period.

A. Sick leave may be used for the following purposes: personal illness, non-job-related

injuries, medical, dental and/or vision appointments or treatments. It may also be used for the illness, care, or attendance of members of the employee's immediate family or household.

Immediate family shall be defined as: husband, wife, son, daughter, mother, father. Son or daughter shall mean biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in the place of a parent.

**Section 2.** In addition to vacation leave as provided by Section 3 of Article 17, all Members shall receive holiday leave for thirteen (13) working shifts during each year of the Term of this

Agreement as compensation for holidays recognized by the City of Harrah, regardless of whether any given Member does or does not work a holiday shift. Compensatory time off must be taken during each respective year of the Term of this Agreement at times mutually convenient to the Member and the Fire Department. Holiday shifts worked shall be paid at straight time rate of pay.

**Section 3.** Vacations. A maximum of one hundred sixty-eight (168) hours of vacation time may be carried over to the following calendar year. Members of the bargaining unit shall accrue vacation leave time as follows:

0-36 months of service 4.615 hours per pay period (5 shifts per year)  
37-96 months of service 7.384 hours per pay period (8 shifts per year)

97-156 months of service 9.23 hours per pay period (10 shifts per year)  
157 months of service and over 12 hours per pay period (13 shifts per year)

Holiday leave, sick leave and vacation leave will be counted as hours worked for the purpose of calculating FLSA overtime.

**Section. 4** Funeral Leave. Funeral leave shall be made available for the employee for no more than two (2) twenty-four (24) hour shifts. Requests for funeral leave shall be forwarded to the Fire Chief with final approval by the City Manager. Funeral leave shall apply to immediate family members as defined in Article 15 Section 1 of this agreement.

**Section 5.** Emergency Leave. Leave for unusual circumstances such as employee illness, illness in the immediate family, or a family death. Emergency leave may be granted for no more than three (3) twenty-four hour shifts in a calendar year to employees with six (6) months of satisfactory service to the City. Emergency leave shall apply to immediately family members as defined in Article 15 Section 1 of this agreement. Emergency leave can be issued for other reasons not defined here at the discretion of the City Manager.

Emergency leave will not be an accumulated benefit.

## **ARTICLE 18 CALL BACK TIME**

**Section 1.** The Employer and Union agree that management, or senior officer on duty in the event no management is present, shall be the sole judge as to the necessity for emergency call back to work. Employees shall be obligated to work when notified by the Employer.

**Section 2.** An off-duty fire fighter who is called back to work due to an emergency or reasons other than those described in section 3 below, shall be paid a minimum of two (2) hours at one and one-half times the regular rate of pay.

**Section 3.** In the event a shift is being manned by only one (1) bargaining unit member, the Fire Chief or his designee shall initiate a call back system. A call back list shall be established beginning with the most senior fire department member to the least senior member. Regardless of whether the employee is unable to work or works the callback, his/her name will go to the bottom of the list. The next employee will be given the opportunity to work the callback. If no one voluntarily agrees to work the call back, the least senior person on the prior shift who has the requisite skills and certifications will be called back. If

that person is unable to respond, then the next least senior member will be called back.

## **ARTICLE 19 PERSONNEL REDUCTION**

**Section 1.** The employees with the least seniority in the Harrah Fire Department shall be laid off first, subject to a thirty (30) day notice to each employee of the Fire Department for the

purpose of providing the opportunity for incumbent employees to exercise their pension options. **Section 2.** Laid off employees will be placed on a recall list for twelve (12) 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 employment of the Harrah Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a fourteen (14) calendar day period to notify the employer of his intentions. The fourteen (14) calendar day period begins from the date of the mailing of the notice. If the employee fails to notify the employer within this fourteen (14) calendar 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 twelve (12) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

## **ARTICLE 20 MANAGEMENT - UNION COMMITTEE**

**Section 1.** The Management-Union Committee shall be comprised of the Fire Chief and one

(1) management designee, and 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 either party may call meetings.

**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 or Management Procedures; programs for improved efficiency, effectiveness, and productivity; and other issues which would improve the relationship between the parties

**Section 3.** Meetings will be held during regular working hours without loss of pay.

## **ARTICLE 21 MISCELLANEOUS**

**Section 1.** If a member is requested or called in to assist and is subsequently injured while working in an emergency situation within the City limits of Harrah or on any mutual aid emergency when he/she is normally off duty, he/she will be considered on the job as far as on duty injury leave and/or worker's compensation is concerned.

**Section 2.** At such time as the City makes a decision to deny injury leave to an employee covered by this Agreement, the City will send a letter to the employee's address on file in the Personnel office so notifying said member

**Section 3.** The Fire Department shall, at least annually, conduct training and provide updates on Blood Borne Pathogens.

**Section 4.** The City agrees to provide flu shots and 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 5.** The City agrees to pay for each bargaining member's EMT-B State and National License renewal fees.

**Section 6.** The City shall pay the annual membership dues to the Oklahoma State Firefighters Association for each member of the bargaining unit.

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## **ARTICLE 22 RANK STRUCTURE AND REQUIREMENTS**

### **Section 1.** Probationary Firefighter

All entry level firefighters shall be placed on a twelve (12) month probationary period commencing upon the initial date of hire. All probationary firefighters must complete the following during the probationary period:

- IFSAC FF1 Certification
- IFSAC Hazardous Materials Awareness Certification
- IFSAC Hazardous Materials Operations Certification
- NREMT and Oklahoma State EMT License
- ICS (NIMS) 100, 200 and 700
- Emergency Vehicle Driver Training (EVDT)
- Satisfactory twelve (12) month evaluation

Achieving EMT qualifications and registration is a condition of continued employment with the City. If a probationary firefighter does not meet the above standards within the probationary period, and any extension thereof, the employee will be terminated. The Fire Chief, in his sole discretion, may extend the probationary period for any additional three (3) months to allow the employee to complete the required training and certifications and/or allow for additional time to address performance issues. The decision as to whether to extend the probationary period is not subject to the grievance process. In addition, the probationary period will be extended for a sufficient amount of time for a probationary firefighter to be able to take the classes including the test for EMT certification if not offered within the initial twelve (12) month period.

### **Section 2:** Firefighter

This is a non-exempt position performing fire suppression, prevention, life safety and station duties as assigned within the fire department. Definition: An employee who has

satisfactorily completed his/her probationary period will be move to this classification. The employee must maintain his/her EMT certification as a condition of continued employment. EMT re-qualification testing shall be at the Employer's expense which will not exceed \$150.00 per firefighter.

Prior to receiving permanent status, probationary firefighters must complete the following:

- One (1) year of service with the Harrah Fire Department
- Minimum of one (1) year in the preceding rank of Probationary Firefighter with the Harrah Fire Department
- IFSAC FF 1 Certification IFSAC Hazardous Materials Awareness Certification
- IFSAC Hazardous Materials Operations Certification
- NREMT and Oklahoma State EMT License
- ICS (NIMS) 100,200 and 700
- Emergency Vehicle Driver Training (EVDT)
- Twelve (12) month evaluation

Assuming the aforementioned classes are available for the member to take, and the City of Harrah has training funds available for the classes

**Section 3: Sergeant**(maximum of one (1) paid sergeant per shift)

This is a non-exempt position performing fire suppression, prevention, life safety and station duties as assigned within the fire department. Definition: An employee who has completed all the qualifications as a firefighter -will be eligible for promotion pending a position is available, all of the following requirements are met and staffing of a sergeant is deemed to be required by the Fire Chief.

Prior the receiving promotion to sergeant, firefighters must complete the following:

- Two (2) years of service with the Harrah Fire Department
- Minimum of one (1) year in the preceding rank of Firefighter with the Harrah Fire Department
- IFSAC Firefighter 2 and associated prerequisite for FF 2
- Performance Review

- Satisfactory result of testing process.

Assuming the aforementioned classes are available for the member to take, and the City of Harrah has training funds available for the classes.

**Section 4: Lieutenant** (maximum of one (1) paid Lieutenant per shift)

This is a non-exempt position performing fire suppression, driving/pumping, shift lead in the absence of a higher-ranking officer and station duties as assigned within the fire department. To be eligible/considered for the promotion to the rank of Lieutenant, there must be an open position and the employee must have the following qualifications.

- Three (3) years of service with the Harrah Fire Department
- Minimum of one (1) year in the preceding rank of Sergeant with the Harrah Fire Department
- ICS (NIMS) 300
- IFSAC Fire Officer 1
- IFSAC Fire and Emergency Services Instructor 1
- Performance Review
- Satisfactory results of testing process.
- Interview with Fire Chief

Assuming the aforementioned classes are available for the member to take, and the City of Harrah has training funds available for the classes.

**Section 5: Captain** (maximum of 1 paid Captain per shift)

This is a non-exempt position performing fire suppression, prevention, life safety, Incident Commander in the absence of/or delegated by a higher-ranking officer, shift lead and station duties as assigned within the fire department. To be eligible/considered for the promotion to the rank of Captain, there must be an open position and the employee must have the following qualifications:

- Minimum of five (5) years of service with the Harrah Fire Department
- Minimum of one (1) year in the preceding rank of Lieutenant with the Harrah

### Fire Department

- IFSAC Fire Officer 2
- Incident Safety Officer
- Arson Detection for the First Responder
- ICS(NIMS) 400 and 800
- Promotional Exam(s)
- Performance Review
- Satisfactory results of testing process.
- Interview with the Fire Chief

Assuming the aforementioned classes are available for the member to take, and the City of Harrah has training funds available for the classes.

As to all ranks about that of Sergeant, Lieutenant and Captain, the City retains the right, at all times, to determine whether and when to fill these ranks.

### **Section 6. Promotional Probation**

When a member is promoted to the rank of Lieutenant or Captain the member shall be subject to a one (1) year promotional probationary period. Since the said member has met the obligation of their initial twelve (12) month probationary period when the member was a Probationary Firefighter, they shall not be subject to the constraints of Article 2 Section 2 Subsection A of this agreement.

## **ARTICLE 23 WAGES**

**Section 1.** Members shall be eligible for a Satisfactory Performance Increase at the anniversary of their hire date or date of last promotion and is subject to appropriations.

**Section 2.** Members, who are promoted from Firefighter to Sergeant, Sergeant to Lieutenant, Lieutenant to Captain. shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such lowest step must be the lowest step that results

in an increase of at least three (3) percent per hour over the Member's preceding step in grade, as shown in Appendix A hereto.

#### **ARTICLE 24. 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 25. DUES AND CHECK OFF**

**Section 1.** Upon written notice from the Secretary-Treasurer of Local 5344 certifying and providing written authorization from the Member agreeing to deduct regular, monthly union dues from the earned wages of those Members represented by the Union, the City will commence such deductions at the next regular pay period of the member. Such deductions shall continue until notice by the Union that the Member is no longer a Member of the Union. If that occurs, the City will cease Dues Check Off within thirty (30) days of notice to the City.

**Section 2.** The deductions under this Article shall be made in accordance with the City of Harrah pay plan in an amount certified to be correct by the Treasurer of the Union. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

**Section 3.** All eligible Members desiring dues deduction shall individually sign an authorization form provided by the Union. Authorization may be withdrawn by the Member by providing written notice to the City at least thirty (30) days prior to the

effective date of withdrawal. Unless removed by a Member, the authorization will remain in effect until the

Expiration date of this Agreement and will be automatically renewed with the adoption of each new collective bargaining agreement.

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

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

**Section 6.** The union will pay the Employer a reasonable bookkeeping fee each month not to exceed five percent (5%) of the total amount of deductions.

**Section 7.** The Union agrees to be responsible for refunding any deductions which are refundable when an employee resigns or is terminated. The union further agrees to be responsible for making a proper adjustment with the employee affected if the Employer makes an error or improper deduction and also agrees to indemnify and hold the Employer harmless as to claims made, or suits instituted against the Employer on account for payroll deductions for Union dues.

## A. APPENDIX A

Step	Probation ary y	Firefighter	Sergeant	Lieutenant	Captain
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FD 0 1	9.52	10.55	12.10	14.30	16.89
FD 0 2		10.86	12.47	14.73	17.40
FD 0 3		11.19	12.83	15.17	17.92
FD 0 4			13.22	15.62	18.46
FD 0 5					

IN WITNESS WHEREOF, the parties set their hands this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

The City of Harrah, Oklahoma Harrah Professional Fire Fighters Association

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President IAFF Local 5344

\_\_\_\_\_  
City Clerk