

**AGREEMENT BETWEEN  
CITY OF CLINTON  
AND  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 5016**

**FY 2015-2016**

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## ARTICLE 1

### PURPOSE OF AGREEMENT

**SECTION 1.1** This Agreement, entered into by the City of Clinton ("City" or "Employer") and International Association of Fire Fighters Local 5016 ("Union"), pursuant to Title 11 Oklahoma Statutes, Section 51-101, et seq., as amended from time to time, is made to:

- A. Establish wages, hours, benefits, grievance procedures, and other terms and conditions of employment of represented employees of the Clinton Fire Department;
- B. Provide for quality fire protection and control services through the Employer's boundaries on an uninterrupted basis for the benefit of the Citizens of Clinton;
- C. Assist in the amicable and orderly adjustment of labor disputes and to achieve and maintain harmonious relationships between the parties.

**SECTION 1.2** The City and the Union agree to cooperate together to promote productive utilization of manpower and equipment to best secure for the citizens of Clinton the maximum productivity for the tax dollar that they invest in fire services.

## ARTICLE 2

### UNION RECOGNITION

**SECTION 2.1** The City recognizes the Union as the sole and exclusive Bargaining Agent for all full time permanent paid Firefighters employed by the Clinton Fire Department with the exception of the Fire Chief, a designated Administrative Assistant, probationary firefighters and any civilian employees.

**SECTION 2.2** The probationary period for all new Clinton Firefighters will be for one year (12 months). To fulfill the goals of the probationary period, an employee must have actually worked his/her assigned shift for the City for at least eleven (11) of the twelve (12) calendar months during the first year of employment and must also successfully satisfy all other criteria for a probationary employee. In the event that an employee is unable to work at least eleven (11) full months during the first twelve (12)

months of employment, the probationary period will be extended for the amount of time necessary for the employee to have worked at least eleven (11) months in order to insure that the City has an adequate opportunity to evaluate the employee's progress and the employee has an adequate opportunity to demonstrate his/her fitness for service. Furthermore, the probationary period may be extended for an additional three (3) months after the completion of twelve full months of employment at the discretion of the Fire Chief in the event the employee has failed to demonstrate an acceptable level of performance.

## **ARTICLE 3**

### **AUTHORITY AND TERM**

**SECTION 3.1** The City and Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by the Employer and the Union.

**SECTION 3.2** This Agreement shall be effective as of July 1<sup>st</sup>, 2015 and will remain in full force and effect until the 30<sup>th</sup> day of June, 2016.

**SECTION 3.3** The Term of the Agreement will not exceed one (1) year.

**SECTION 3.4** Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as matters of Collective Bargaining, it will be the obligation of the Union to serve written notice of a request for collective bargaining on the City by February 19<sup>th</sup> prior to the expiration of the current Agreement in accordance with the provisions of the Fire and Police Arbitration Act. 11 O.S. § 51-12.

**SECTION 3.5** It will be the obligation of the City and the Union to arrange to meet at reasonable times and confer in good faith within ten (10) days after receipt of written notice from the Union requesting a meeting for the purpose of Collective Bargaining for a new Agreement for the upcoming fiscal year.

**SECTION 3.6** In the event the Union and the City are unable to reach an agreement on a new Agreement after the expiration of a minimum of thirty (30) days after the first negotiating session and after at least two negotiating sessions have been held, any and all unresolved arbitrable issues may be submitted to Interest Arbitration pursuant to the Fire and Police Arbitration Act at the request of either party. However, the parties may mutually agree, in writing, to submit outstanding issues to mediation before a mediator acceptable to both parties. If the parties choose to go to mediation and are still not able to come to an agreement, either party may pursue interest arbitration.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

**SECTION 4.1** The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City. All rights, powers and authority which the City had prior to the signing of this Agreement are retained by the City and remain exclusively, without limitations, within the rights of the City.

**SECTION 4.2** Except as may be limited herein, the City retains the rights in accordance with the Constitution, the Laws of the State of Oklahoma, and the responsibilities and duties contained in the Charter of the City and the Ordinances and regulations published thereunder, including but not limited to the following:

- A. To determine the Fire Department and/or City policy, including the exclusive right to manage the affairs of the Fire Department, in all respects;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including right to hire, lay-off, promote and transfer employees and the right, for just cause and subject to the grievance procedure, to discipline any employee covered by this agreement including, but not limited to, suspensions, demotions and terminations. However, promotions shall be subject to a six (6) month promotional probationary period during which time the promoted employee will be evaluated. At the conclusion of this promotional probationary period, the employee will either be confirmed in his/her new position or will be returned to the previous position at the discretion of the Fire Chief. Any non-confirmation based on the results of a final probationary promotional evaluation conducted by the Fire Chief will not be considered an act of discipline and will not be subject to the grievance procedures of this Agreement.
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize Fire Department and the right to determine the size of the work force, job classifications and ranks based on duties assigned;

- E.** To determine the size of the department, and the determination of job classifications and ranks based upon duties assigned;
- F.** To determine the safety, health and property protection measures for the Fire Department;
- G.** To allocate and assign work to members of the Department;
- H.** To be the sole judge of qualifications of the employees and the training of employees;
- I.** To schedule the operations and to determine the number and duration of hours of assigned duty per week;
- J.** To establish and enforce the Fire Department rules, regulations and orders;
- K.** To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods or techniques; and to establish, modify, add to and enforce rules, regulations, policies and procedures;
- L.** To determine the amount of supervision necessary;
- M.** To control the departmental budget;
- N.** To determine the level of manning on each shift;
- O.** To take whatever actions necessary to carry out the mission of the City in situations of emergency.

## ARTICLE 5

### BARGAINING UNIT SECURITY

**SECTION 5.1** 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 will 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.

**SECTION 5.2** After written notice to the Fire Chief, designated members of the executive board of the Union may be granted time off with pay by the Fire Chief to conduct bona fide Union business provided it does not interfere with the normal operations of the Fire Department. The Union will be limited to a sum total of seventy-two (72) hours per fiscal year. The Union will determine how the time is to be allocated.

**SECTION 5.3** The City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union.

**SECTION 5.4** The official Personnel File for each person covered under this Agreement will be maintained at City Hall.

Any Employee will be entitled to view his/her Personnel File during normal office hours, in the presence of a representative of the City.

- A. Any time a record of a disciplinary action or commendation is entered into an employee's Personnel File; the employee will be provided a copy;
- B. In the event that materials concerning any investigation, complaint, reprimand, counseling session or other form of discipline that might be considered detrimental to the employee's continued employment or future advancement are being placed in the employee's personnel file, the employee will be notified and will have the opportunity to have his/her views or response regarding the matter placed in the personnel file within fifteen (15) days. Any employee disagreeing with a final act of discipline placed in file shall be allowed to file a grievance pursuant to the terms of Article 8 of this Agreement.

- C. Letters of Reprimand may be removed from any employees' file at his/her request if the employee has had no discipline for a period of three (3) years prior to the date of the request and is not subject to an internal investigation at the time of the request.
- D. The Union shall be permitted to have a bulletin board in the Clinton Fire Station on which to post notices.
- E. The Union will be permitted to have one regular monthly meeting at the Fire Station to be held the first Wednesday of the month as provided for in the current By-Laws. In the event the day for the regular monthly meeting is changed in the By-Laws, the Union is to give the Fire Chief thirty (30) days written notice of the new meeting date. On duty employees may attend the meeting subject to immediate recall to duty as needed.

## **ARTICLE 6**

### **PROHIBITION OF STRIKES**

**SECTION 6.1** The Union agrees to a prohibition of any kind of job action, i.e., strikes, work slow-downs, work stoppage or mass absenteeism, or being party to such activities. The Union agrees that it will not aid or assist any persons engaging in any job action in any manner. The Union will not be deemed to be in breach of this Article of the Agreement where the acts and actions enumerated above are not caused or authorized by the Union.

**SECTION 6.2** Upon notification confirmed in writing by City to an officer of the Union that certain of members are engaged in any kind of job action, the Union agrees that it will immediately, in writing, order such members to cease the job action and return to work at once and will provide the City with a copy of such order. Additionally, a responsible officer of the Union will publicly order all employees participating in a job action to cease such action and notify them of impending disciplinary action should they continue in such activity. Notification by the Union to its members will not constitute an admission by it that any type of job action is in progress or has taken place or that any particular Member is or has engaged in a job action. The notification will be made solely on the representations of the City. In the event that a job action occurs, the Union agrees to take all reasonable, effective and affirmative steps to end the job action as promptly as possible.

**SECTION 6.3** Nothing in this Article will be construed to limit, impair or affect the right of any employee to the expression, in an appropriate manner and time, any view, grievance, complaint or opinion on any matter related to the terms and conditions of employment so long as the same does not interfere with the full and faithful performance of his/her duties and is in compliance with applicable state and federal

laws, this Agreement and the policies and procedures of the City and the Clinton Fire Department.

**SECTION 6.4** It is the understanding of the parties hereto that any job action as defined above constitutes grounds for discharge or other forms of disciplinary action for any member engaging in such activities.

## **ARTICLE 7**

### **MUTUAL RESPONSIBILITY**

**SECTION 7.1** Nothing in this Agreement will be interpreted as diminishing the obligation of both Parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, creed, religion, sex, national origin, handicap status, veteran status or political affiliation. Specifically, pursuant to state and federal guidelines, each party is obligated to take positive action in affording equal employment, training, wages, benefits and promotional opportunities to all members, as required by applicable state and federal laws, as amended from time to time.

**SECTION 7.2** In the event that any provision of this Agreement unintentionally conflicts with the City's ability to be in full compliance with applicable state and federal laws and the regulations and guidelines implementing the same, the statute, regulation or guidelines will control over that provision of this Agreement..

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**SECTION 8.1** The Union or the City may file a Grievance within twenty (20) calendar days of said occurrence and will be afforded the full protection of this Agreement. Any grievance must state a summary of the relevant facts and identify the provision(s) of this Agreement (including any policy, practice or any other rule which the employee asserts is incorporated into this Agreement) which the grieving party asserts has been violated.

**SECTION 8.2** The Union President, or his authorized representative, or an employee may report an impending Grievance to the Fire Chief in an effort to forestall its occurrence. However, this will not extend the time for the filing of a written grievance.

**SECTION 8.3** Any controversy between the City and the Union or any employee concerning the interpretation, enforcement or application of any provision of this

Agreement, concerning any of the terms or conditions of employment contained in the Agreement will be adjusted in the following manner:

**STEP I** The grievance shall be presented to the Union Grievance Committee within ten (10) calendar days of the challenged event. Within ten (10) calendar days the Union Grievance Committee shall determine, in its sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement. If the Union Grievance Committee finds a grievance does not exist, no other proceedings shall be authorized and the matter will be deemed closed. If the Union Grievance Committee finds a grievance does exist, the grievance shall be submitted, in writing, to the Fire Chief.

**STEP II** The Fire Chief will submit his answer, in writing, to the employee involved and the Grievance Committee within ten (10) calendar days. If the grievance is not resolved within that time, the Grievance Committee will send the same to the City Manager within ten (10) days of receipt of the response from the Fire Chief.

The City Manager will submit his/her written answer to the original grieving party and to the Grievance Committee Chairman with a copy to the employee within ten (10) calendar days.

**STEP III** If the City and the Union have not settled the Grievance at Step II, the Union will have ten (10) calendar days in which to submit the grievance to Arbitration for adjustment. However, the parties may mutually agree, in writing, within the ten (10) calendar day time period, to submit the matter to mediation before a mediator acceptable to both parties. If both parties agree, in writing, to submit the dispute to mediation and the same is not resolved through the mediation process, then the matter will proceed to arbitration as follows:

1. The Union will request the Federal Mediation and Conciliation Service to provide a list of seven (7) Arbitrators. Within seven (7) calendar days after receipt of the list of Arbitrators, the Parties will alternately strike the name of one (1) Arbitrator from the list of seven (7) Arbitrators, until one (1) name remains, with the grieving party making the 1<sup>st</sup> strike from said list.
2. The Arbitrator will call an arbitration hearing to be held as soon as possible after the date of appointment. The Arbitrator will give at least ten (10) calendar day notice, in writing, to the Union and the City of the date, time and place of the hearing. The hearing will be informal and the rules of evidence prevailing in judicial proceedings will not be binding. Any and all documentary evidence and other data

deemed relevant by the Arbitrator may be received in evidence. The Arbitrator will have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to him/her for determination.

3. The Arbitrator will issue a written opinion containing findings and recommendations with respect to the issues presented as soon as possible but in no event more than sixty (60) days after conclusion of the hearing, including the submission of closing briefs, if applicable. A copy of the opinion will be mailed or otherwise delivered to the Union and the City through their designated representatives.
4. With respect to the interpretation, enforcement or application of the provisions of this Agreement which do not relate to the statutory and Charter authority of the City or superseding state or federal laws, the decision, findings and recommendations of the Arbitrator will be final and binding.
5. The Arbitrator's authority is limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The Arbitrator will have no jurisdiction or authority 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 amendment thereof.
6. The cost of the Arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested then the parties so requesting shall pay for it.

**SECTION 8.4** All time limits set forth in this Article may be extended by mutual agreement, but if not so extended, they must be strictly observed. If a deadline for a party to act within this procedure falls on a weekend or any other date that City Hall is closed for the day, then the deadline will be automatically extended to the next regular business day of the City.

**SECTION 8.5** It is understood and agreed that when an employee files a grievance, the act of filing such grievance constitutes his authorization to the City to reveal to the participants in the Grievance Procedure any and all information available to the City concerning said employee. Such filing will further constitute a release of the Employer from any and all claimed liability by reason of such disclosure. It is further understood and agreed that the City may file a grievance under this Article.

## ARTICLE 9

### PERSONNEL REDUCTION

**SECTION 9.1** In the case of a personnel reduction, the employee with the least seniority will be laid off first. Seniority in this instance will be determined by continuous service from last date of employment.

**SECTION 9.2** Any employee laid off will be kept on a priority recall list for a period of eighteen (18) months. During this period, no new employee will be hired until any employee laid off is notified, by certified mail, of an offer of reinstatement with a copy provided to the Union President. The employee has fourteen (14) calendar days to notify the City of his intentions. If the employee does not notify the City that he/she intends to return within this fourteen day period, the employee loses his/her priority recall rights. Any employee who elects to return to work after lay off must be able to return within thirty calendar days. An employee returning from lay off will have his/her seniority restored for the purposes of determining eligibility for benefits. In addition, the returning employee will have his/her accrued unused sick leave on the books at the time of the layoff restored up to the maximum of two hundred forty (240) hours.

## ARTICLE 10

### INJURY LEAVE

**SECTION 10.1** An employee injured on the job will be entitled to receive the benefits provided for by 11 O.S. §49-111 along with all rights to which the employee may be entitled under the Oklahoma Workers' Compensation Act. Any light duty assignment will be at the sole discretion of the Fire Chief.

## ARTICLE 11

### VACATION LEAVE

**SECTION 11.1** All Employees covered by this Agreement are eligible to earn vacation leave as follows:

<u>Years of service</u>	<u>hours per year</u>	<u>hours per pay period</u>
Start through 5 years	144	5.54
6 through 10 years	166	6.47
11 through 15 years	216	8.31
16 through 21 years	232	8.93
22 through 25 years	248	9.55

26 years or more

264

10.16

Upon attainment of completion of the fifth, tenth fifteenth, twenty-first and twenty-fifth full years of employment, the accrual rate will increase to the next level. The maximum accrual of vacation on the books may not exceed 432 hours. After an employee has 432 hours on the books, he/she will not be eligible to accrue any additional vacation time until the employee's leave balance falls below this amount.

Vacation leave may be taken after the first six (6) months of employment so long as the probationary employee is exhibiting acceptable performance and the vacation leave will not interrupt scheduled training.

**SECTION 11.2** Vacation leave should be scheduled so as not to impede the normal operations of the Fire Department. Employees wanting to take four (4) or more consecutive shifts off for vacation are to submit a written request for the time off to the Fire Chief at least two (2) weeks in advance. A maximum of five (5) consecutive shifts of vacation may be scheduled at any one time. Any exception must be approved by the Fire Chief. Requests for time off under this paragraph will not be unreasonably denied. In the event that two (2) or more employees request the same shifts off, seniority will control.

Once a request for vacation leave of four or more consecutive shifts is granted, the scheduled vacation time may not be cancelled unless all other means to address crucial staffing issues have been fully exhausted. This would include having employees stay over, calling back employees, incurring overtime and utilizing volunteers.

Vacation leave must be used in four (4) hour increments or greater. An employee may request to use vacation leave in increments of between four (4) to twenty-four hours at any time by submitting a written request to the Fire Chief or, in his absence, the Shift Commander. If adequate staffing does exist, the request will be granted.

**SECTION 11.3** Vacation leave balances will be paid to Employees upon separation of employment up to the maximum amount of 432 hours. In the event of an employee's death the leave balance of his/her vacation leave will be paid to the estate up to the maximum allowed.

## **ARTICLE 12**

### **HOLIDAYS**

**SECTION 12.1** All members covered by this Agreement will be entitled to the eleven (11) holidays listed below for which they will receive eight (8) hours in straight compensation as holiday pay. Any Employee required to be on duty on a listed holiday will receive pay for all hours actually worked on any recognized holidays plus an

additional eight (8) hours in straight pay as holiday pay. The current recognized holidays are:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving and day after
Memorial Day	Christmas Eve
Independence Day	Christmas Day

In the event the Mayor and the City Council, during the term of this Agreement, designates any additional holiday, members covered by this Agreement will be entitled to that holiday.

## **ARTICLE 13**

### **SICK LEAVE**

**SECTION 13.1** All Employees covered by this Agreement will be entitled to receive sick leave at a rate of 4.32 hours per pay period. The maximum accruals may not exceed 480 hours. After an employee has accrued 480 hours of unused sick leave, the employee will not be eligible to accrue any additional sick leave until his/her balance falls below the maximum allowed. An employee may use sick leave following the first full month of employment.

**SECTION 13.2** An employee is required to notify his/her shift supervisor prior to the beginning of each shift. Absent an unforeseen event, the notification is to be made two (2) hours in advance whenever practical under the totality of the circumstances.

**SECTION 13.3** Sick leave may be used for the Employee for an off duty illness or injury. The Employee may use his/her sick leave to care for an immediate family member if the employee's presence is required. Immediate family member for the purposes of sick leave is defined as; spouse, siblings, children, grandchildren, parents, mother-in-law or father-in-law or as defined by the City's Family and Medical Leave Act policy.

**SECTION 13.4** The Fire Chief may ask for a doctor's statement after three (3) shifts of sick leave during any three (3) month period or anytime abuse of sick leave is suspected. The employee will be required to submit a doctor's release anytime the employee has been out for three (3) or more consecutive shifts on sick leave if the leave is for the employee's own illness or injury.

**SECTION 13.5** Upon separation from employment for any reason, an employee will not be eligible to be paid for any accrued but unused sick leave.

## ARTICLE 14

### HOURS OF WORK AND SHIFTS

**SECTION 14.1** Shift exchange will take place at 0700 hours.

**SECTION 14.2** From 0700 to 1700 hours the following activities will take place:

- A. Station cleaning and routine paperwork
- B. Starting, inspecting, cleaning and general maintenance of apparatus and equipment;
- C. Training
- D. One (1) hour of physical training

**SECTION 14.3** From 1700 hours and all days on holidays will normally be considered as standby time. Provided, however, the Fire Chief may require additional duties or training on any day if he determines that it is appropriate to perform the additional duties or training.

**SECTION 14.4** The work period for all fire protection personnel is the eighteen (18) day cycle pursuant to Section 7(K) of the Fair Labor Standards Act. Duty hours will consist of twenty-four (24) hour shifts.

**SECTION 14.5** Personnel will work a three platoon system consisting of forty-eight (48) hours on (two shifts) and ninety-six (96) hours off (four shifts).

Note: The parties agree that this work schedule will be a trial basis of six (6) months beginning with the new fiscal year, July 1, 2016. At the end of the six month trial period, management will make a recommendation to the City Council as to whether to continue with this schedule or to adjust the schedule. If management proposes a different schedule, it will provide details of the new schedule and an explanation for the change along with any monetary impact. At its sole election, the City Council may seek input from the President of the Local regarding any proposed change in the schedule.

**SECTION 14.6** All regular duty hours actually worked in the eighteen (18) day cycle in excess of one hundred thirty six (136) hours will be compensated at the rate of one and one-half times the employee's regular rate of pay or with compensatory time off calculated at the rate of one and one-half the number of hours worked in excess of one hundred thirty six (136) hours. However, no member of the bargaining unit may accrue compensatory time in excess of forty-eight (48) hours.

## **ARTICLE 15**

### **MILITARY LEAVE**

**SECTION 15.1** The City agrees that employees covered by this Agreement who are obligated to perform services for any branch of the Armed Service will be entitled to all protection of applicable state and federal laws. A leave of absence will be granted, with or without pay, in accordance with the requirements of applicable state and federal laws as may be amended from time to time. Employees are to provide their supervisor with their drill schedules to facilitate scheduling to accommodate the employee's absences for military duty.

**SECTION 15.2** Once all paid military leave has been exhausted, an employee may choose to use his/her accrued vacation leave or take a leave of absence without pay.

## **ARTICLE 16**

### **FUNERAL LEAVE and JUROR DUTY**

**SECTION 16.1** Employees covered by this Agreement will be allowed a maximum of three (3) days (or Shifts) off with pay during any fiscal year in the event of death in the immediate family which shall be limited to spouse, child, or parent, including foster parent, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister brother, or any other blood relative living under the same roof as the Employee.

**SECTION 16.2** Employees will be granted time off with pay when called for Juror duty. The Employee shall deposit all jury fees with the City Clerk to receive their salary. Jury Duty is considered time worked and counts toward overtime.

## **ARTICLE 17**

### **INSURANCE - PENSION BENEFITS - FMLA**

**SECTION 17.1** The City will provide employees covered by this Agreement with health, dental, life and vision insurance on the same terms and costs as it is provided to all City employees on the effective date of this agreement. The City will allow members of the Department who retire at the normal retirement age to remain on the City's group health plan on the same terms and conditions as any other eligible retiree of the City.

**SECTION 17.2** The City participates in the State of Oklahoma Firefighters Pension Plan. Employee and Employer contributions to said plan will be as dictated by State law.

**SECTION 17.3** The Parties agree that the City's Family and Medical Leave Act policy in existence as of July 1, 2015, will apply to bargaining unit members.

## **ARTICLE 18**

### **PREVAILING RIGHTS**

**SECTION 18.1** All rules, regulations, fiscal procedures, working conditions, departmental practices, and manner of conducting the operations and administration of the Clinton Fire Department in effect as of July 1, 2015, will 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 19**

### **SAVINGS CLAUSE**

**SECTION 19.1** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity will not affect any 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 19.2** All amendments to this Agreement will be numbered, dated and signed by the Employer and the Union, and will be subject to the provisions of this Agreement unless the terms of said Amendments specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

**SECTION 19.3** Any Appendices to this Agreement will be numbered, dated, and signed by the Employer and the Union, and will be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a Provision of this Agreement; and all Appendices shall become part of this Agreement as if specifically set forth herein.

## ARTICLE 20

### DRUG AND ALCOHOL TESTING

**SECTION 20.1** The City and the Union agree that the City's drug and alcohol testing policy in effect as of July 1, 2015, will be deemed incorporated into this Agreement and will apply to all employees covered by this Agreement.

## ARTICLE 21

### MANAGEMENT/UNION COMMITTEE

**SECTION 21.1** The Committee will be comprised of the City Manager and the Fire Chief, the Union President and one (1) union designee. The Committee will meet quarterly at mutually agreeable dates, times and places. However, either party may request an additional meeting if deemed necessary due to an unforeseen occurrence. Bargaining unit members assigned to the Committee may attend meetings while on duty without any loss of pay.

**SECTION 21.2** The purpose of the Committee is to encourage and facilitate communications between the parties and to discuss matters of mutual interest including, but not limited to: pending and potential grievances; ways to avoid future grievances; review and recommendations on rules and regulations of the Clinton Fire Department; suggestions to improve efficiency and effectiveness in the delivery of service to the community; and other issues designed to improve the relationship between the parties.

**SECTION 21.3** The Committee may, at its discretion, conduct inspections of buildings, equipment and other areas related to the Clinton Fire Department and to make recommendation regarding the same. It is understood and agreed that the Committee is a recommending body only.

## ARTICLE 22

### LONGEVITY PAY

**SECTION 22.1** Longevity is a benefit paid to employees to recognize their commitment to the City of Clinton and to encourage long term employment. After completing of one (1) full year of employment, an employee is eligible for longevity pay benefits.

**SECTION 22.2** Longevity pay is paid at the following rate:

1 to 5 years:	\$6.00 for each month after the completion of the first full twelve (12) months of employment
6-10 years:	\$6.50 per month
11-15 years:	\$7.00 per month
16-20 years:	\$7.50 per month
21 + years	\$8.00 per month

**SECTION 22.3** An employee will not be paid longevity pay for the first year of his/her employment. The months after his/her anniversary date, up through December 31<sup>st</sup> will be paid at the appropriate rate. Deposits will be issued prior to Thanksgiving but will be for the period through December 31<sup>st</sup>. The payment will be deposited separately from the employee's regular pay. The time frame is the calendar year. An employee must be employed on December 1<sup>st</sup> in order to receive longevity pay. It is not pro-rated at termination or when leaving employment.

## **ARTICLE 23**

### **PREPARATION AND DISTRIBUTION OF CONTRACT**

**SECTION 23.1** The City agrees to prepare and distribute to Local 5016 an electronic version of the signed contract in Word document form which will be sent by email to Local 5016's President, one (1) signed printed copy of the contract for the President of the Local and one (1) signed printed copy to be placed on file at the Fire Station.

## **ARTICLE 24**

### **WAGES**

**SECTION 24.1** The parties agree that for FY 2015-2016, bargaining unit members will be entitled to wages as set for in Appendix "1" hereto.

**SECTION 24.2** An employee who fills in on a temporary basis for a position holding a higher rank than currently held by the employee for six (6) or more consecutive shifts will be entitled to receive the compensation assigned to that temporary position. When the temporary assignment is over, the employee will return to his prior assignment and rate of pay.

## ARTICLE 25

### UNIFORMS

**SECTION 25.1** All new hires will be provided with the following items

- A. One (1) long sleeve Class A shirt
- B. One (1) short sleeve button up shirt
- C. One (1) pair of dress pants
- D. Three (3) polo shirts
- E. Three (3) station pants
- F. Two (2) T-shirts
- G. One (1) black duty jacket (Bauer brand)
- H. One (1) pair of boots
- I. One (1) belt
- J. One (1) sweatshirt
- K. Two (2) badges, name tags and collar brass

**SECTION 25.2** During Fiscal Year 2015-2016, management made an effort to provide all current employees with the uniform items listed above. To the extent that a member has not been provided with these items during the fiscal year, the employee may submit a request, in writing, to the Fire Chief from July 1, 2016 through July 30, 2016, for any items not previously provided.

**SECTION 25.3** The parties agree that bargaining unit members may wear shorts and tennis shoes at the station during stand down time on weekends and holidays. However, all members must wear boots and appropriate turn out gear when responding to a call.

## ARTICLE 26

### PROMOTION POLICIES

**SECTION 26.1** The purpose of this Article is to provide for a fair and impartial plan that will ensure that only the most qualified individual is selected for promotion. The methods and procedures are intended to provide assistance to the Fire Chief. They are not intended to restrict management rights or the authority of the Fire Chief in the operations and management of the Department. It is the prerogative of management to determine when a vacancy exists in the ranks and when to fill that vacancy. However, management will make all reasonable efforts to fill vacant positions in a timely manner as determined by the Fire Chief and subject to the availability of funds.

Vacant positions will be posted in the Fire Department for a minimum of thirty (30) working days, during which employees with the proper qualifications as set forth below

will be entitled to submit a written notice of intent to test. All notices must be submitted to the Fire Chief at least ten (10) calendar days prior to the announced testing date.

**SECTION 26.2** Minimum Eligibility to Test for Promotion

A. Lieutenant: 1) a minimum of four (4) years of active service with the Clinton Fire Department; 2) is not currently serving any form of disciplinary probation; 3) has not been the subject of a suspension without pay for at least twelve (12) months; and 4) has received the following certifications;

1. Hazardous Materials Operations Level
2. Firefighter II
3. Pump Operations
4. Emergency Medical Responder

B. Battalion Chief: 1) a minimum of seven (7) years of active service with the Clinton Fire Department; 2) has held the rank of Lieutenant for at least three (3) years; 3) is not currently serving any form of disciplinary probation; 4) has not been the subject of a suspension without pay for a least twelve (12) months; and 5) has received the following certifications:

1. Instructor I
2. Officer I
3. Nimms 300
4. Nimms 400
5. Fire Cause and Determination
6. Inspector

**SECTION 26.3** Written Test

A written test will be administered to all applicants for promotion to the rank of Lieutenant or Battalion Chief. A score of 70% or above must be achieved in order for the applicant to proceed in the promotional process. A point value of 32 will be awarded for a score of 100%. Points for scores thereunder will be awarded on a pro rata basis starting with two (2) points for a score of 70%.

The written test will contain short answers, true/false and multiple choice questions. The test will be either a nationally recognized test, a written test created by IFSTA or a test prepared by some other mutually agreed source. The test will be designed to assess the knowledge of firefighting techniques, administration, emergency response protocols, emergency medical assistance and technical knowledge of firefighting equipment.

**SECTION 26.4** Skill Assessments for the Rank of Lieutenant

For the rank of Lieutenant, each applicant will also undergo an assessment of skills in the operations of equipment including a driver's obstacle course, engine operations with

pumping and proper aerial setup. Applicants will be scored on a point rating of 1 to 5 for each aspect of the assessment, with 1 being the lowest score.

**SECTION 26.5** Oral Assessment Board

The next step in the process for applicants achieving a score of 70% or above on the written test will be an oral assessment board. The Board will be held to examine each applicant's abilities in communications, comprehension, creativity, decisiveness, temperament and overall knowledge of the operations of the fire service.

The Board will consist of four (4) members holding the rank to be tested or higher. Three (3) of the members will be chosen by the Fire Chief from fire departments within a one hundred (100) mile radius of the City of Clinton and one (1) member will be from the Clinton Fire Department holding the rank to be tested or higher. The IAFF may, at its discretion, appoint one (1) member as a silent, non-participant observer.

The members of the Board will meet in advance to formulate questions to be asked of each candidate. Each applicant will be asked the same questions. However, follow up questions may be asked by members of the Board as deemed appropriate based on a particular response by an applicant. Each member will assess a point score to each question asked of each applicant from 1 to 5, with 1 being the lowest. The scores will be tallied and an average score assessed for each applicant.

**SECTION 26.6** Each applicant will be given a scenario created by the Board which is relevant to the position sought. Applicants will be scored in the same manner as the oral assessment questions.

**SECTION 26.7** The Fire Chief will conduct a personal interview with those applicants who have advanced onto the Oral Board portion of the promotional process. The Chief will not be advised of the scores achieved by each person on the prior portions of the promotional process until after awarding points to each applicant from 1 to 5, with 1 point being the lowest on the personal interview.

**SECTION 26.8** At the completion of the promotional process, all points awarded to each candidate will be tallied. The names of the top two (2) applicants will be submitted to the Fire Chief. In the event that there are fifteen (15) or fewer points between the two applicants, the Fire Chief will select the applicant for promotion from the list at his discretion. In the event that there is more than a fifteen (15) point difference between the two applicants, the applicant with the highest score will be selected.

**SECTION 26.9** All persons promoted will be placed on promotional probation status for six (6) months. At the end of the probationary period, a final evaluation will be prepared. The evaluation for a person promoted to Lieutenant will be prepared by the Battalion Chief on the shift to which the person is assigned with input from the Fire Chief. In the event that the Battalion Chief has supervised the Lieutenant for fewer than four (4) months during the probationary period, the Battalion Chief who previously

supervised the Lieutenant will also prepare an evaluation. The Fire Chief will prepare the evaluation for a person promoted to Battalion Chief. The Fire Chief will make the final determination of whether a person will be confirmed in his/her new rank.

**SECTION 26.10** A person may voluntarily elect to take a reduction in rank. However, that person will not be eligible to test for the rank given up for a period of two (2) years from the time of self-demotion.

## **ARTICLE 27**

### **UNION BUSINESS**

**SECTION 27.1** The City will pay the annual membership dues for each member of the bargaining unit to the Oklahoma State Firefighters Association.

**SECTION 27.2** The Union President or his designee, plus one (1) delegate will be allowed time off from duty (without pay) to attend all annual and bi-annual conventions provided they submit a written request to the Fire Chief at least ten (10) calendar days in advance.

## **ARTICLE 28**

### **JOB ASSIGNMENTS**

**SECTION 28.1** The City will not require members of the bargaining unit to perform any major maintenance or repairs on any equipment or structures owned or leased by the City.

**SECTION 28.2** The City will not require members of the bargaining unit to perform any major maintenance or repairs on any vehicles owned or leased by the City except in an emergency that would require such work for the safety of the employees or the community.

**SECTION 28.3** The following types of work will not be considered major maintenance or major repair of any vehicle owned or leased by the City: removal and replacement of alternators, regulators, batteries, ignition modular and parts, lights, fuses, starters, belts, hoses and other minor maintenance. However, employees will not be required, except in an emergency, to perform oil and filter changes. The City will provide or have available appropriate tools for members of the bargaining unit to perform such minor maintenance and/or repairs.

**SECTION 28.4** No member of the bargaining unit will be required to overhaul or replace engines, or replace transmissions or make repairs to cables, hydraulics or aerial apparatus.

## ARTICLE 29

### MISCELLANEOUS

**SECTION 29.1** The Fire Department will annually conduct training and provide updates on Blood Borne Pathogens. This training will be mandatory and will be conducted on duty time.

**SECTION 29.2** The City agrees to provide TB (tuberculosis) testing for all members of the bargaining unit. This will be done on an annual basis and upon exposure of a member to a known or suspected carrier of the disease.

**SECTION 29.3** The City will provide Hepatitis B vaccinations for all full time employees if they are not already vaccinated.

**SECTION 29.4** If a member of the bargaining unit attends training, with the permission of the Fire Chief, or instructs training off duty with the permission of the Fire Chief, the member will be compensated for the time. However, no member will be required to instruct a class during off duty time.

**SECTION 29.5** No off duty bargaining unit member will be required to attend the Monthly Fire Meeting. Any information intended for the full time members will be dispensed while the member is on duty.

**SECTION 29.6** All portions of the Fire Department not open to the general public, i.e. non-public areas, will be secured at all times with locks provided by the City. The main door in the dispatch area will remain unlocked during normal business hours as defined as from 8:00 a.m. through 5:00 p.m. Monday through Friday.

## ARTICLE 30

### RESIDENCY REQUIREMENT

**SECTION 30.1** All members of the Clinton Fire Department will be required to reside within a twenty-five (25) minutes commuting distance based on normal driving conditions and adhering to traffic laws.

**SECTION 30.2** Any current member of the Department who lives outside of this zone will be deemed grandfathered in so long as he/she continues to reside at the same residence. However, if the member moves, the new residence must meet the requirement of Section 30.1

**IN WITNESS WHEREOF**, the Parties hereto executed this Contract on this \_\_\_\_ day of June, 2016.

**CITY OF CLINTON, OKLAHOMA  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
**Mayor**

By: \_\_\_\_\_  
**City Manager**

**ATTEST:**

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

**INTERNATIONAL ASSOCIATION,  
FIREFIGHTERS, LOCAL 5016**

By: \_\_\_\_\_  
**President**

By: \_\_\_\_\_  
**Vice President**

ATTEST:

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Secretary-Treasurer