

**AN AGREEMENT
BETWEEN**

**THE CITY OF BARTLESVILLE, OKLAHOMA,
A Municipal Corporation**

and

**BARTLESVILLE PROFESSIONAL FIRE FIGHTERS
Local 200, Bargaining Agent**

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Fiscal Years

20254 - 20265

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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 BARTLESVILLE, OKLAHOMA, hereinafter referred to as City or Employer, and LOCAL 200, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as Union, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

ARTICLE 2

UNIT COMPOSITION

Employer recognizes the Union as the exclusive bargaining agent for those employees of the Fire Department defined by law as members of the Union, except:

- (A) Fire Chief.
- (B) One designated administrative assistant.

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 be effective as of the 1st day of July 202~~5~~⁴, and shall remain in full force and effect until the 30th day of June 202~~6~~⁵, in accordance with the provisions of the Fire and Police Arbitration Act.

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 30th 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, 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 had 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., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime or cover minimum manning requirements, mass absenteeism, or any other intentional interruption or disruption of the operations of the Fire Department and the City of Bartlesville. In addition, the Union agrees not to petition its affiliate, AFL - CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts or actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

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

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

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

- A. To determine Fire Department Policy including the rights to manage the affairs of the Fire Department in all respects, except as stated above;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to terminate, suspend or discipline any fire fighter for just cause; and the right to hire, promote or to transfer any fire fighter within the department;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to fire fighters within the Fire Department;
- G. To be the sole judge of the qualifications of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;
- I. To establish and enforce Fire Department rules, regulations and orders;

- J. To introduce new, improved or different methods and techniques of operations of the Fire Department or change existing methods or techniques;
- K. To determine the amount of supervision necessary;
- L. To control the departmental budget;
- M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Bartlesville 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

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment 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 8

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Union membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in

affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended and/or other applicable laws.

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

ARTICLE 9

HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

Section 2. Time of shift change will be 0800 for rank of Captain and below and 0730 for Battalion Chiefs and Training Officers.

Section 3. Employees shall have the privilege to exchange time, provided however, prior to the effective time of the exchange, the Battalion Chief of the shift affected will be notified of such change. All time exchange must be documented. Furthermore, the Employer understands that employees may compensate one another for exchange time privileges and this shall be so noted on the time exchange form.

Section 4. The forty (40) hour employees' work week shall be five days, eight (8) hours per day, forty (40) hours per week, Monday through Friday.

Section 5. Shift employees shall be paid time-and-a-half for all hours worked over 106 hours per fourteen (14) day period. In addition, for purposes of calculating overtime for bargaining unit employees, vacation, funeral leave, injury leave, and 72 hours of family sick (not applying to extended Family Leave) time off shall be considered as hours worked. Provided further, if general City employees are subsequently granted the benefit of having personal sick leave hours counted as hours worked for overtime purposes, then and in such event, employees covered by this Agreement shall receive the same benefit. In the case of a Training Officer, compensatory time off will be granted in accordance with general rules and regulations of the City of Bartlesville.

Section 6. All employees will be paid on an hourly basis in the fourteen (14) day pay period.

Section 7. [Employees called back to work on an emergency basis shall be paid a minimum of four hours at time-and-a-half. Any time worked after the first four \(4\) hours will be paid at straight time up to 106 hours per pay period and thereafter at time-and-a-](#)

half. This section shall not apply to minimum manning requirements.

Section 8. Employees who are forced to work overtime to meet minimum manning requirements on the 4th of July, Thanksgiving Day or Christmas Day, shall be paid at time-and-a-half.

~~Section 7. Employees called back to work on an emergency basis shall be paid at a minimum of four (4) hours double time. Any time worked after the first four (4) hours on an emergency basis will be paid double time. This section shall not apply to minimum manning requirements.~~

~~Section 8. Employees who are hired back for minimum manning purposes shall be paid double time at their current hourly rate. If an employee is working up in rank, they will be paid double the rate of step 1 of the position being filled.~~

ARTICLE 10

AVERAGE DUTY DAY

Section 1. Shift exchange shall take place at 0800 hours.

Section 2. From 0800 hours to 1700 hours the following activities will take place:

- A. Station cleaning;
- B. Inspection and maintenance of equipment and station premises;
- C. Training.

Section 3. From 1700 to 0800 hours and all day on holidays shall be normally considered standby time. Provided however, the Fire Chief may require additional duties or training on any day if he, or the Deputy Fire Chief in the Fire Chief's absence, determines that it is appropriate to perform such additional duties or training. Provided further, such additional duties or training shall not be required more than two times per month per shift.

Section 4. No personal vehicles, tools, garden implements, recreational devices or motor craft, implements of husbandry, self-propelled devices of transportation or similar or like devices may be brought to the station and worked on Monday through Friday, 8:00 a.m. to 5:00 p.m.

ARTICLE 11

DRIVER'S LICENSE

Section 1. If an employee's driver's license is suspended, restricted or revoked for any length of time and a valid driver's license is required for the position assigned, the

employee must inform his supervisor and the Fire Chief of this situation no later than the employee's next duty shift after notification from the State of Oklahoma Department of Public Safety or other appropriate agency. If an employee fails to do so, he may be subject to disciplinary action.

Section 2. Depending on the length and circumstances of the suspension, restriction or revocation, the employee may be demoted to the next lower position that does not require a valid driver's license. The employee will be placed in the previous position held when the driver's license is reinstated. If such a temporary demotion occurs, the next eligible member shall be temporarily promoted to fill the vacated position until the suspension or revocation is vacated. The employee will be returned to his previous position with all rights and benefits restored when his driver's license is reinstated. Any employee who is temporarily demoted may still take the test for promotion to the next position above his former position.

Section 3. If an employee drives a City vehicle without a valid driver's license, he will be subject to harsh disciplinary action.

ARTICLE 12

DISCIPLINE

Section 1. This section on employee discipline describes general guidelines concerning discipline and termination decisions. Each case will be evaluated on an individual basis.

Section 2. All employee performance incidents will be documented with facts and dates of counseling sessions and disciplinary actions.

Section 3. Supervisors are required to have employees sign any disciplinary action form to acknowledge that it has been discussed with them. If the employee refuses to sign the form, it should be noted and initialed by the supervisor and a witness in the employee's presence.

Section 4. When it is necessary to discipline an employee, progressive disciplinary steps described below should be used. Following all the steps of progressive discipline is not mandatory when the conduct of the employee warrants more severe initial discipline beyond the normal step progression.

A. Informal Counseling

Most potential employee problems can be best addressed by day-to-day communication and feedback between an employee and his/her supervisor. Many potential problems (job performance, attendance, etc.) can be adequately addressed through proper counseling and guidance by the supervisor regarding

reinforcement or explanation of City/Department rules, requirements or standards.

B. Oral Reprimand

Problems or potential problems regarding the employee's performance should be discussed with the employee. An oral reprimand shall be used to correct the problem and not to punish the employee. Specific steps or corrective action should be discussed and proper responsibility assigned to the employee for making the necessary corrections/adjustments in the areas discussed. The end result should be a positive change in the employee's behavior. The oral reprimand should be conducted in privacy and should promptly follow the incident in question. The supervisor should document the oral reprimand, have the employee sign the documentation as an acknowledgment, and keep a copy of the documentation in the Department file on the employee.

C. Written Reprimand

Written reprimands shall be utilized in situations that merit such action, listing corrective action to be taken by the employee and describing improvement to be expected. A copy of the reprimand should be given to the employee, a copy should be placed in the employee's file in the Fire Department by the Fire Chief and a copy should be forwarded to the Personnel Director to be placed in the employee's personnel file. Each written reprimand shall include a recommendation by the supervisor(s) concerning a possible date for removal of the reprimand from the employee's file if the infraction is minor in nature. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files following the process described in Article 14, Personnel Files, contained in this Agreement.

D. Notification of Disciplinary Action

Prior to suspending without pay, demoting or dismissing an employee, the Fire Chief must discuss the situation with the Personnel Director and/or the City Manager. It is essential that proper procedures be followed for these types of discipline. An employee must be advised of the charges against him/her, given an explanation of the evidence supporting the charges and notice of a hearing date, at which time the employee shall have an opportunity to respond. The employee must also be advised, if a disciplinary action is recommended after such a hearing, and that he/she has the right to appeal the action as provided for through the contract grievance procedure. The Fire Chief and the City Manager may elect to suspend an employee with pay or without pay pending the final outcome of an investigation and hearing. Provided however, if an employee is suspended without pay and if the final disciplinary decision determines that suspension without pay was inappropriate, then the employee shall receive all back pay and benefits that were suspended.

E. Suspension

In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, the Fire Chief may recommend to the City Manager that the employee be suspended with or without pay for such length of time as he/she considers appropriate, not to exceed thirty (30) calendar days. Pending the investigation or trial of any charge against the employee, the Fire Chief may recommend a longer suspension period to the City Manager.

F. Demotion

Demotion is a very severe step in the disciplinary process which may be utilized in lieu of termination in some instances.

G. Dismissal

Dismissal is the final step in progressive discipline. Dismissal may result when no improvement has been made after previous steps of progressive discipline have been applied or because of the seriousness of the offense.

Section 5. Reasons for initiating appropriate disciplinary actions include, but are not limited to the following, and are subject to a just cause standard:

- a. Insubordination
- b. Discourteous behavior to the public or other employees
- c. Abuse of leaves, excessive absenteeism, or repeated tardiness
- d. Disregard for Departmental or City rules/regulations, including safety regulations
- e. Falsification of records or documents
- f. Willful misconduct
- g. Incompetence, inefficiency, or neglect of duty, including breach of confidentiality
- h. Discriminatory harassment
- i. Fighting at work
- j. Failure to report a suspended driver's license, if a license is required for the job
- k. Loss of or failure to obtain in a timely manner an appropriate license or certificate which is a necessary requirement for the job

- l. Misuse of City property or funds
- m. Unauthorized use, theft, defraud, or intentional destruction of the City's property, another employee's property, or a citizen's property
- n. Using City time/resources for personal gain
- o. Accepting bribes, gifts, or other concessions in return for special consideration
- p. Conviction of a felony or of a misdemeanor involving baseness, vileness or depravity (moral turpitude)
- q. Absence without proper notice and/or authorization
- r. Use, sale, possession or being under the influence of alcohol or drugs during working hours. "Drugs" shall refer to any substance, legal or illegal, prescribed or non-prescribed which impairs an employee's ability to perform the normal job duties.
- s. Disgraceful conduct that discredits the City.
- t. Activity which has been determined to be incompatible with City employment.

Section 6. Because the City of Bartlesville does not interfere unnecessarily in the private affairs of its employees, care will be taken in citing an employee's off-duty misconduct as a cause of action. As in all disciplinary actions, there must be a nexus between the employee's conduct and the efficiency of the service, before "just cause" can exist.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance with the City in accordance with Section 3 hereof within twenty-five (25) calendar days of said occurrence (excluding legal holidays observed by the City), as hereinafter defined, and shall be afforded the full protection of this Agreement.

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

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

Agreement shall be adjusted in the following manner:

A. The grievant shall notify the Union Grievance Committee and the Chief or his designee, of the filing of a grievance. Within ten (10) calendar days (excluding legal holidays observed by the City) the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

(1) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary;

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

B. If the Union Grievance Committee finds that a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment. The written grievance must be submitted to the Fire Chief within twenty-five (25) calendar days (excluding legal holidays observed by the City) of the occurrence. In the event the Fire Chief is unavailable, the grievance may be submitted to the Deputy Fire Chief. In the event both the Fire Chief and the Deputy Fire Chief are unavailable, the grievance may be submitted to the Personnel Director for Employer. Upon receipt of the grievance, the Fire Chief, the Deputy Fire Chief or Personnel Director, as appropriate, shall sign a document indicating receipt of the grievance and indicating the time of receipt.

C. The Fire Chief or Deputy Fire Chief shall review the grievance and if he decides to sustain the grievance, he shall notify the Union Grievance Committee within seven (7) calendar days (excluding legal holidays observed by the City) of receipt of the grievance and the matter will be resolved. If the Fire Chief or Deputy Fire Chief denies the grievance, he shall forward it to the City Manager who shall make the final decision and forward his answer to the Union Grievance Committee within fourteen (14) calendar days (excluding legal holidays observed by the City) from the time the Fire Chief or Deputy Fire Chief received the grievance. A member of the Union Grievance Committee shall sign a document indicating the time of receipt of the City Manager's response.

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

E. The City Manager shall submit his answer in writing to the Fire Chief, and two copies to the Union Grievance Committee within fourteen (14) calendar days from the time he receives the grievance from the Fire Chief. If the City Manager's answer does not settle the grievance, then either party may, within sixty (60) days from the date the City Manager's response is delivered to the Union Grievance Committee,

ask for arbitration. Any request for arbitration shall be in writing and in the case of a request by the Union for arbitration within said sixty (60) day period, the written request shall be delivered to and acknowledged by either the City Manager or his designee, the City Personnel Director or her designee, or by the City Attorney. In the event the City requests arbitration within said sixty (60) day period, the request for arbitration shall be in writing and shall be delivered to and acknowledged by an Officer of the Union. If arbitration is not requested within said sixty (60) days, then the grievance shall be considered dismissed.

1. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.
2. Either party, or the parties jointly, may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
3. Within seven (7) days from the receipt of such a panel, a representative of the Union and City shall confer and alternately strike names until one arbitrator remains who shall be selected as the impartial arbitrator. The city shall strike the first name from said list on odd number arbitration proceedings and the Union shall strike the first name from said list on even number arbitrations. If the selected impartial arbitrator is unsatisfactory to both parties or is unable or unwilling to serve, the parties shall jointly request a new list of seven (7) arbitrators. The striking of names will be on the same basis and within the same time limits as applied to the first list.
 - (1) If possible, hearings shall be held within twenty-five (25) days of notice to the arbitrator selected. However, the arbitrator shall then fix the time and place for the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance.
 - (2) There shall be no briefs except when requested by either party in connection with grievances concerning discipline or discharge.
 - (3) If a transcript of the proceedings is requested, the party so requesting it shall pay for it. If a transcript is requested jointly, it shall be paid for equally between the parties.
4. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. 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 other evidence relative or pertinent to the issues presented to him for determination.

5. Whenever possible, within sixty (60) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or otherwise delivered to the Union and the Employer.
6. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that the filing of a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal forum.
7. The cost of the impartial arbitrator shall be shared between the Union and employer including the cost of obtaining the list of arbitrators from the FMCS.

Section 4. All time limits set forth in this Article may be extended by mutual consent, in writing, but if not so extended, must be strictly observed. If either party fails to pursue any grievance within the time limits provided, that party shall have no right to continue the grievance.

ARTICLE 14

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. Documentation signed by the employee is not subject to the notice requirements.

Section 2. A member shall be allowed to review his personnel file under appropriate

supervision at any reasonable time.

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

ARTICLE 15

JOINT SAFETY AND HEALTH COMMITTEE

Section 1. The Employer and the Union agree to cooperate to the fullest extent 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 three (3) persons representing the Union and three (3) persons representing the Employer, with the chairperson alternating on a quarterly basis. The Battalion Chiefs and Training Officer, although represented by the Union, shall be recognized as appointed employer representatives for the purpose of these meetings. 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. Five members must be present in order to constitute a quorum.

Section 2. The Joint Safety and Health Committee will have the joint authority to conduct on-site inspections of equipment, buildings and other areas related to the occupational environment of the bargaining unit. 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 may 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 safety committee. It is understood that recommendations of the committee are not subject to the grievance procedure for this Agreement.

Section 4. Within thirty (30) calendar days of the conclusion of the Joint Safety and Health

Committee meeting, the Fire Chief shall respond in writing to the Committee, informing the committee of the status or of his decision as it relates to the issues discussed. Both the Fire Chief and Union agree to submit to the other, in writing, at least ten (10) days before a meeting of the Joint Safety and Health Committee, a list of the issues to be discussed.

Section 5. The Joint Safety and Health Committee shall meet during the third week of the first month of each calendar quarter.

ARTICLE 16

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in classification, unless otherwise indicated in specific sections of this Agreement. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of one (1) year probationary period, at which time seniority will be computed retroactively, according to the aforementioned provisions.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation, if not reinstated to the previous position within 90 days;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement;
- E. Laid off for a period in excess of 30 months.

Section 3. The Employer shall maintain a seniority list which shall contain the date of employment, name and job position.

ARTICLE 17

BULLETIN BOARDS

Section 1. The Employer agrees to furnish and maintain space for a suitable bulletin board directed for Union use and posting notices and Union correspondence at all stations.

Section 2. It is understood there shall be no material posted of a derogatory or

inflammatory nature toward anyone, and for political endorsements or denouncements. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material and further ensure the posting of such material is limited only to the bulletin board. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Fire Chief or his designee, the Union will be notified of the posting of non-conforming material and request made of the Union to remove such material. Only the Fire Chief or his designee may remove material posted by Employer. It shall be the responsibility of the City to maintain the material they post and insure the prompt removal of outdated material.

ARTICLE 18

PERSONNEL REDUCTION

Section 1. The employees with the least seniority in the Bartlesville 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 thirty (30) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employ of the Bartlesville 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 forty-five (45) day period to notify the employer of his intentions. The forty-five (45) day time frame begins from the date of the mailing of the notice. If the employee fails to notify the employer within this forty-five (45) 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 thirty (30) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

ARTICLE 19

UNION BUSINESS

Section 1. Union Business. The Union is granted up to 336 hours off per calendar year

with pay for the purposes of conducting Union business, with prior approval of the Fire Chief. The specific Union member who shall be allowed to take said time off with pay shall be determined by the Union Executive Board. Time off for Union business is intended for the benefit of I.A.F.F. Local 200 and cannot be used to assist any other I.A.F.F. local.

Section 2. Written request for Union business leave shall be forwarded to the Fire Chief at least five (5) days in advance for his approval.

Section 3. A Union member who is permitted to take off work for Union business may sign the vacation roster if an opening is available, and in such event, the Union member shall not be responsible for providing "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule. If there is no vacancy on the vacation roster, then the Union member who is granted time off with pay for Union business shall be responsible for "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule.

Section 4. In the event the Union member is required to provide a "stand-in" under this Article and fails to do so, and an employee is required to be hired back on overtime to meet minimum manning requirements, the Union member shall have the time off deducted from his vacation time at the rate paid to the minimum manning employee hired back by the Employer if vacation time is available, and if not, then the amount the Employer is required to pay to the minimum manning employee shall be deducted from the Union member's pay in the current pay period.

Section 5. Stewards. Members of the bargaining unit shall be represented by one Steward and one alternate on each shift. Alternate Stewards shall serve in the absence of the regular Steward. Stewards may investigate any alleged or actual grievances in their assigned work area and may assist in preparation and presentation of grievances.

The Steward may be allowed reasonable time for the purpose of investigation during the normal work hours without loss of pay.

ARTICLE 20

WORKING OUT OF CLASSIFICATION

Section 1. Any member of the bargaining unit assigned to work in a higher classification for a minimum of one (1) hour shall be compensated at the hourly rate of pay shown for the first and lowest step of the higher classification to which the member is assigned, or 2½ % more, whichever is greater. The amount of compensation due shall be calculated from the time the assignment to the higher classification commenced.

Section 2. Firefighters with less than three (3) years' service and Captains and Drivers

while still in their probationary period shall not work out of class. Firefighters, Drivers and Captains that have taken and passed their promotion test for the next hire rank shall be given the first opportunity to work out of class. Opportunity to work out of class shall be based on seniority upon those who have passed their respective promotional test. If there are no members on shift that have passed their promotional test for the next higher rank then the filling of that out of class position will be done by seniority.

Section 3. All hours of working out of classification accumulated by an employee on his regular shift, up to a maximum of 1440 hours, shall be applied to the probationary period of the next rank upon an employee being promoted. This shall become effective the first pay period after July 1, 1996 and shall be calculated and recorded by payroll year.

ARTICLE 21

PROMOTIONS

Section 1. The Promotion System Review Committee shall be established during the period from July 1, 202~~5~~² to June 30, 202~~6~~³, and shall consist of ~~three (3)~~^{two (2)} members of the Union and the Fire Chief and Deputy Fire Chief or their~~or his~~ designee(s). The committee shall meet at mutually convenient times and locations throughout the year.

Section 2. The purpose of the Promotion System Review Committee shall be to develop promotional and selection processes pertaining to each classification within the Bartlesville Fire Department with the exceptions of the Fire Chief and the Deputy Fire Chief. The committee shall consider eligibility for promotions, methods of fair and reasonable testing, selection criteria, experience and seniority required, the role of personnel evaluation and work history, the methods and weight given oral interviews, and any other factor considered relevant to the promotional system. The goal of this process is to develop a system which gives every qualified applicant an equal opportunity for any promotional step and to ensure that the best qualified person is selected.

Section 3. The driving record, while on duty, of each employee who is eligible for the promotional test for a position that requires operation of City vehicles will be reviewed. Applicants will not be considered for the position if an evaluation of their driving record, while on duty, reveals repeated moving violations, chargeable accidents, drug or alcohol related driving offenses, and/or other driving offenses deemed to be related to their ability to safely operate City vehicles.

If the records of the Oklahoma Department of Public Safety reveal that the applicant has committed off-duty driving offenses and accumulated five or more points, under the system operated by the Oklahoma Department of Public Safety, the applicant's driving record will be further reviewed jointly by the Fire Chief, Police Chief and Personnel Director, who will then make the decision whether the applicant will be eligible for promotion. Any such decision shall be subject to the grievance procedures set forth in

this Agreement.

Section 4. A promotional test for the rank of equipment operator shall be made available to all firefighters upon completion of their second year of service and before the completion of their third year of service and a minimum of yearly thereafter. Firefighters who successfully complete the test shall be placed on a promotional list ~~by seniority starting with the high score after seniority points are added. When an Equipment Operator position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Equipment Operator will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board. The most senior person on the list when an equipment operator position becomes available shall be promoted.~~

A promotional test for the rank of captain shall be made available to all equipment operators within six months of promotion and a minimum of yearly thereafter.

~~Equipment Operators who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added. When a Captain position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Captain will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.~~

~~Equipment operators who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list, when a captain position becomes available, shall be promoted. A promotional test for the rank of Battalion Chief shall be made available to all Captains within six (6) months of promotion and a minimum of yearly thereafter. Captains who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added.~~

~~When a Battalion Chief's position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board. All such promotions hereunder shall be subject to the provisions of Article 21, Section 5 hereof. Should a firefighter, equipment operator or Captain fail their respective test, a re-test shall be made available in not less than thirty (30) days nor more than forty-five (45) days. In the event all employees on the promotional list are promoted, a new test will be given within ninety (90) days of the vacancy. The employee's salary increase will be effective as of the date of promotion.~~

~~A promotional test for the rank of Battalion Chief shall be made available to all Captains within six (6) months of promotion and a minimum of yearly thereafter. Captains who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added. When a Battalion Chief's position becomes available, the six (6) top scores after bonus points for seniority and test scores have been~~

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added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.

All such promotions hereunder shall be subject to the provisions of Article 21, Section 5 hereof. Should a firefighter, equipment operator or Captain fail their respective test, a re-test shall be made available in not less than thirty (30) days nor more than forty-five (45) days. In the event all employees on the promotional list are promoted, a new test will be given within ninety (90) days of the vacancy. The employee's salary increase will be effective as of the date of promotion.

Should an employee be unable or unavailable to take the Equipment Operator, Captain, Battalion Chief, Fire Marshal, ~~Assistant Fire Marshal~~ or Training Officer test on the scheduled testing date, due to extenuating circumstances, the employee will be given an alternate time to

participate. The promotion system review committee shall meet and determine whether or not the extenuating circumstance is valid.

Section 5. Any vacancy that occurs in the Fire Department shall be filled from the promotional list as soon as possible. Upon promotion, the person promoted will receive the pay provided at the bottom step of the new rank to which said person is promoted, or a 2½ % pay increase, whichever is greater. The parties shall meet and confer as to whether or not to fill vacancies before promotional exams are scheduled and/or given. However, the decision as to whether or not to fill the vacancy is solely that of the City.

Section 6.

A. Anything herein to the contrary notwithstanding, any vacancy in the positions of Training Officer ~~or~~ Fire Marshal ~~or Assistant Fire Marshal~~, whether one or more, shall be filled in the following manner: Upon the determination by the City of a future vacancy in the position of Training Officer ~~or~~ Fire Marshal ~~or Assistant Fire Marshal~~, and upon determination by the City that said position shall be filled, the Fire Chief shall then post a notice of such vacancy and all members of the Fire Department with 10 or more years of service shall be given twenty (20) calendar days from the date of the posting to sign a roster indicating that they would accept the position of Training Officer ~~or~~ Fire Marshal ~~or Assistant Fire Marshal~~. The roster shall be kept in the office of the Fire Chief and only the person involved can add his name to the roster or remove his name therefrom. At the end of the twenty (20) calendar day sign-up period, the eligible members of the Fire Department who have signed the roster will be eligible to participate in the promotion process. If the eligible applicant list contains less than three (3) candidates after the written test portion of the process then the position will be opened to outside candidates from other fire departments for a period of twenty (20) calendar days. Outside candidates will be given the same written test prior to the interview process.

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B. The promotional process shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second, and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be selected by the Fire Chief. The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to the posting of the sign-up roster referenced above. To qualify to proceed to the oral review board, a candidate must pass the written exam with a passing grade to be determined by the Fire Chief in advance of testing. Each candidate who passes the written test will be given credit for fifty (50) percent of his attained percentage test score.

2. Applicants who pass the written examination will be scheduled for an oral interview. The Fire Chief will develop the questions for the structured interview. Dimensions to be considered in the interview will be limited to, but may not necessarily include: decisiveness, flexibility, leadership, interpersonal skills, judgment, oral communication skill, impact, stress tolerance, problem analysis, improvement orientation, education/training, experience, and initiative/motivation.

The Oral Interview Board will consist of five members, four of whom will be selected by the Fire Chief. The four members selected by the Fire Chief shall consist of fire service professionals at or above the rank of Battalion Chief, personnel professionals, and/or appropriate community representatives. The fifth board member shall be a fire service professional at or above the rank of Battalion Chief selected by Local 200. Each member of the Interview Board shall independently grade each applicant at the conclusion of the interview. The five scores shall be averaged to arrive at the Interview Board score for each applicant. Each candidate who passes the interview will be given credit for fifty (50) percent of the Interview Board average percentage score.

3. To those scores of members of the Fire Department who have passed both the written test and oral interview, there will be added one (1) point for each year of continuous service with the Bartlesville Fire Department. Seniority shall be computed as of the closing date of the filing period.

C. When the testing process is completed, the Fire Chief will select the Training Officer or Fire Marshal from those members that completed and passed all portions

of the test. The Fire Chief may also review the personnel files of the candidates to help make his decision.

Section 7.

The promotional process for Equipment Operator, Captain and Battalion Chief shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be written by the Fire Chief and/or the Training Officer (T.O.). The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to testing. To qualify to proceed to the Testing and Selection Board, a candidate must pass the written exam with a passing score of no less than seventy five percent (75%).

Accumulative Point System:

Seniority counts for 1 point per year of service. Partial years will be 1/12th of a point for each completed month.

Written Exam-75% to pass. The following points will be awarded when the candidate passes the written test.

75%-79%=1pt 10Pts

80%-84%=2pt 20Pts

85%-89%=3pt 30Pts

90%-94%=4pt 40Pts

95%-100%=5pt 50Pts

~~All Captains that have already taken the written test prior to July 1, 2016 will be grandfathered and awarded 2 points. If the Captain chooses to retest to obtain a higher score, the highest score obtained shall be used (but in no case shall he/she receive less than 2 points).~~

At any point in the promotional process where ties occur and cutoffs for top scores are made, ties shall be broken using the seniority list. For example: If six (6) candidates can advance, candidate 1, 2 and 3 by score will advance and the next 4 candidates are tied, contractually only 3 can advance. The 3 candidates who are the highest on the seniority list will advance.

2. The six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview. This process will take

place when a position becomes available. The Fire Chief and/or Training Officer (T.O.) will develop the questions for the structured interview. The dimensions to be measured through the interview will be limited to, but may not necessarily include: decisiveness, leadership, interpersonal skills, judgment, oral communication skill, impact, problem analysis, education/training and experience, and initiative/motivation. The Oral Interview Board shall consist of the Fire Chief or his designee, Deputy Chief or his designee, City Manager or his designee, one (1) external panel member from another fire department at or above the rank of Battalion Chief selected by the Fire Chief, and ~~two (2)~~ One (1) Union Designated Members, ~~one of~~ which must be at or above the rank of Battalion Chief. Each member of the Oral Interview Board shall independently grade each applicant at the conclusion of the Interview. The oral interview shall have 25 points possible and a scenario of a major incident shall have 25 points possible. One (1) to five (5) points from each board member. The five (5) scores shall be averaged to arrive at the interview board's score for each applicant. To pass the oral interview or the incident scenario, the candidate shall obtain a score of at least 75%.

3. When the testing process is completed, the Fire Chief will calculate a total score for each candidate. The Fire Chief will inform each candidate of his final score. After totaling the scores, the selection of the Equipment Operator, Captain or Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.

Any person hereafter promoted to the position of Battalion Chief shall have either at the time of the promotion or within one (1) year thereafter, certification from Oklahoma State University that they have passed and obtained the following certification or equivalent certification accepted by Oklahoma State University Fire Service Training:

Fire Cause Determination and Investigation

IFSAC or Pro Board Fire Officer 1

IFSAC or Pro Board Fire Service Instructor – Level 1

~~Fire Service Instructor – Level I~~

In addition, persons holding the position of Battalion Chief must satisfactorily complete other training provided by or accepted through Oklahoma State University as determined by the Fire Chief.

(Seminars or other courses may include: hazardous material, inspection, building construction, sprinkler systems rescue [high angle, trench, water, extrication, and confined space] and other basic training recognized by Oklahoma State University.)

Such persons shall not be required to attend more than ten (10) days of such additional training described in this paragraph per calendar year.

The Fire Chief shall endeavor to make employees aware as far in advance as possible of scheduled training courses and in the event an employee cannot attend a scheduled course without substantial hardship, the Fire Chief may extend the deadlines above set forth to the date of the next available course. One member of the promotion committee from Local 200 may sit in and observe the written exam and the oral interview process.

Section 8.

Attached hereto are the minimum qualifications for Training Officers and job descriptions for Battalion Chiefs and Training Officers. These job descriptions as supplemented by the Training Officers Minimum Qualifications are incorporated herein and shall apply to current and future holders of the Battalion Chief and Training Officer positions.

Section 9. City agrees to provide study books listed as test material thirty (30) days prior to each testing date equal to the number of employees taking the test on a check-out basis. All checked out materials must be checked in prior to the test. Any failure to check in all material previously checked out will make that employee ineligible to take the test.

ARTICLE 22

PROVISIONS

Section 1. Employer shall buy coffee, tea, sugar, salt, pepper, toothpicks, creamer and hot chocolate on a monthly basis. Such purchase of staples shall be within the budget limits as provided in the approved City of Bartlesville budget for appropriate fiscal year, but shall not be less than Five Thousand Dollars (\$5,000) for each year.

ARTICLE 23

LEAVES

Section 1. Members of the bargaining unit shall receive vacation time as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued per Year</u>
1 - 4	120
5 - 11	192
12 - 19	264
20 or more years	336

Section 2. Employees shall receive an additional 168 hours per year of vacation in lieu of holidays starting January 1, 2019. These hours shall be picked in twenty-four (24) hour increments and shall be picked on the basis of continuous years of service with the Department.

Section 3. Vacation time is chosen by continuous years of service with the Department on five (5) separate rosters beginning with the 120 hour roster first, then each additional 72 hour roster in turn, ending with the 168 hour roster in lieu of holidays. The first 120 hour roster shall be picked on five consecutive shifts. All other vacation time may be picked on consecutive shifts or separately. Vacations will be scheduled by the calendar year. The Battalion Chief shall enter the date, time and his initials when the member was notified while on duty to pick his vacation. Once a member has been duly notified by the Battalion Chief, no one shall take more than 72 consecutive hours to choose his/her vacation. Failure to pick within the time period shall result in the individual being bypassed until such time as that individual makes his/her selection. Each roster shall be dated and the time noted as it is filled out. No more than four (4) fire fighters may be scheduled off per 24 hour shift for vacation or holidays except a maximum of five (5) fire fighters may be allowed to take a full shift or partial shift of not less than 4 hours as long as the additional person taking off does not result in a hire back situation and must be applied for between 07:00 and 07:30 of the day involved. If someone has requested a full shift of vacation, it will have first consideration. Partial shift vacations shall not be allowed if the partial shift vacation causes overtime regardless of the number of fire fighters scheduled for vacation. When an employee is placed on administrative leave for purposes of schooling or training and it is anticipated that the person will be on said administrative leave for a period in excess of 10 days, then their name shall not be counted on the vacation and holiday roster for purposing of determining how many additional firefighters may take off on those days.

Members of the Bargaining Unit who are normally scheduled to work a 40 hour work week shall receive vacation and holiday pay at the same rate as civilian city employees receive.

Section 4. Sick leave for Fire Department shift employees shall accumulate at the rate of twelve (12) hours per month, with no limit on accumulation. Employees on a forty (40) hour work week shall accumulate sick leave at the rate of one (1) eight (8) hour day per

month. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the next paragraph. Employees must use all available paid leave (sick leave and vacation) before the employee would be eligible for a leave without pay for sick leave purposes. If an employee prefers to take a leave without pay rather than use paid leave time, such request will be reviewed on a ~~case-case-by-~~ case basis by the Fire Chief.

Section 5. Fire Department shift employees may be granted up to 72 hours off without loss of pay per year for family leave. Employees on a forty (40) hour work week may be granted up to 32 hours off for family leave per year. When approved by the Fire Chief, family leave may be used for family members residing with the employee when the circumstances require the personal care and attention of the employee or when a serious illness affects family members outside the employee's residence, or for other situations which are deemed appropriate. A request to use family leave must be given to the Battalion Chief or Captain in case of a Battalion Chief's absence. Such leave will be charged against available family leave hours that are established at the beginning of each calendar year for each employee. If extenuating circumstances exist, the Fire Chief may approve family leave in excess of the maximum stated above which will be charged in the following order: An employee's sick leave accumulation, vacation, and leave without pay.

Section 6. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave or family leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall

deliver a copy to the person involved and the Union President. The Fire Chief shall require a written statement from the treating health care provider before approving sick leave with pay of more than forty-eight (48) consecutive hours per occurrence.

Section 7. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be a rolling 12 month period. Employees will be required to substitute appropriate paid leave that is available for unpaid leave time, unless an exception is granted as described in Section 4 above. Where a definition of a term is required, the definition in the Family and Medical Leave Act and the related regulations shall be used. Where this Labor Agreement provides greater benefits for employees, these provisions will supersede those contained

in the Family and Medical Leave Act.

- A. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), vacation and holidays for extended leave purposes before a leave without pay will be granted, unless an exception is granted as described in Section 4 above.
- B. Extended sick leave or family leave shall not constitute a break in service, but paid leave time will not accrue while on leave without pay.
- C. A written statement from the treating health care provider or other appropriate source may be required by the Fire Chief in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.
- D. In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be an acceptable use of family leave. Requests for time off beyond the annual maximum available per calendar year stated in Section 5 above for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care for his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use vacation, holiday, or leave without pay in accordance with the applicable provisions in this Labor Agreement or department policies.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of a combined total of twelve (12) weeks of

leave for the birth of a child, regardless of whether the time taken off is charged

to any available paid leave time or leave without pay.

- E. An employee who has requested or who is on extended sick leave due to a serious health condition of his own may be required to be examined by a physician designated by the City of Bartlesville, at the City's expense.

The Fire Chief may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

- F. When an extended sick leave or family leave is granted, the duties of the employee's position will be covered by following the out of classification provisions contained in this Labor Agreement. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

- G. Any employee who performs work for another employer while on extended sick leave or family leave shall be subject to dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Fire Chief and the City Manager.

Section 8. Fire Department shift employees may be granted up to forty-eight (48) hours off for funeral leave per occurrence. Employees on a forty (40) hour work week may be granted up to twenty-four (24) hours off for funeral leave per occurrence. Such leave shall be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchildren, brother and sister (all to include step, half, and foster relationships). Funeral leave may also be used by an employee for situations involving his or her spouse's immediate family members as defined above. Such leave must be approved by the Fire Chief and is not charged against any leave accumulation. Funeral leave can be taken in half hour increments. An employee may request to use vacation leave to attend other funerals.

Section 9. Employees who have used not more than thirty (30) hours of personal sick leave during an anniversary year will be entitled to a \$250.00 bonus. Employees who have used not more than sixty (60) hours of personal sick leave during an anniversary year will be entitled to a \$125.00 bonus. The bonus amount will be included in the eligible employee's first paycheck following their anniversary date.

Section 10. An employee who leaves the City employ for any reason other than retirement shall not be compensated for any accumulated sick leave. Upon direct

retirement from the City of Bartlesville, an employee will receive compensation for 10% of his/her accumulated sick leave hours up to a maximum of 2880 hours (2880 x 10% = 288) at the employee's current rate of pay. Provided, however, before an employee qualifies for the above benefit, said employee must have a minimum of 876 hours of accumulated sick leave at the time of retirement.

Section 11. Shift employees are authorized to carry over to the next calendar year up to ~~120 hours of unused vacation time~~~~one years accrued vacation time as shown below.~~ Such carryover vacation shall be picked after the normal vacation rosters are completed. Such carryover vacation may be one of the four (4) employees who are allowed off or may be the fifth employee allowed off as long as such does not result in a hire back situation. Employees on a 40-hour work week may carryover vacation as outlined in the City of Bartlesville Personnel Rules and Regulations Document as of July 1, 2018.

Years of Service	Carryover Amounts
0-4 Years	120 Hours or Five (5) Shifts
5-11 Years	192 Hours or Eight (8) Shifts
12-19 Years	262 Hours or 11 Shifts
20 or more Years	336 Hours or 14 Shifts

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Section 12. Veterans shall receive 24 hours of military leave each year. To be eligible for the military leave, the veteran must furnish to the payroll clerk a copy of their DD214. This military leave for veterans shall not be picked over any vacation that is outlined in the Contract.

Section 13. [Any employee found to be using leave for a purpose other than the purpose for which leave was granted shall be subject to discipline up to an including immediate termination.](#)

ARTICLE 24

UNIFORMS

Section 1. A uniform allowance of Seven Hundred Seventy-Five Dollars (\$775.00) shall be provided by the Employer for each of the fiscal years covered by this Agreement to all uniformed Fire Department personnel, including newly hired uniformed Fire Department personnel, for purchasing and maintenance of shirts, pants, socks, shoes, belts, coat badges, insignia and jackets. All personal safety equipment such as helmets, protective hoods, bunk-out coats, bunk-out pants, suspenders, leather bunk-out boots, leather gloves, wild land firefighting suits and EMS gloves are provided by the Employer. In this

connection, it is agreed that all members of the bargaining unit shall purchase uniforms conforming to the dress code that has been agreed to by both parties.

Section 2. Clothing allowance checks shall be issued no later than twenty-five (25) days after the start of the fiscal year. Provided however, if an agreement is not approved by both parties by July 1, then the checks will be issued within twenty-five (25) days of the approval of the new agreement by all parties.

Section 3. The \$775.00 payment set forth in Section 1 accrues at the rate of \$64.58 per month. In the event the employment of an employee ceases during the contract term, said employee shall only be entitled to a pro-rata share of said \$775.00. If the employee has received the full \$775.00 prior to ceasing employment, he must return to Employer the pro-rata share and Employer is authorized to withhold said pro-rata share from said employee's last paycheck. Provided further, said pro-rata of the \$775.00 sum shall not be invoked in the event of a retirement due to disability.

ARTICLE 25

INSURANCE

Section 1. Purpose. It is the responsibility of the Union to provide group health and life insurance benefits to all eligible members of the Bartlesville Fire Department. For purposes of Article 25 only, "all eligible members of the Bartlesville Fire Department" is interpreted to include all members of the Fire Department including probationary employees, but excluding the Deputy Chief and Chief. It is further understood that any eligible member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any member who drops the Union insurance and wishes to re-enroll at a later date, shall be subject to the requirements of the providers of the Union's insurance plan. It is further understood and agreed that although the Union is required to provide group health and life insurance benefits hereunder, that Union does not represent any probationary employees, the Fire Chief, or his designated representative.

Section 2. Employer Contributions to Insurance Fund. The City agrees to contribute to the Union Insurance Fund on a monthly basis for each employee covered by the Union Insurance Fund. Employees have the ability to elect or decline coverage and to select different coverage tiers for dental and medical coverage. The City contribution will be based on the actual coverage elected. The following contributions were effective from January 1, 2024, thru December 31, 2024.

	Medical	Dental
Employee Only	\$620.64	\$23.41

Employee & Spouse	\$978.01	\$33.51
Employee & Child	\$809.70	\$38.88
Family	\$1,437.35	\$64.77

New rates will be established effective January 1, 2025, and the contributions by the City will be adjusted to reflect the new rates. The new rates will be calculated in the same manner as the existing rates and will be set forth in a Memorandum of Understanding. If the Employer cancels its medical insurance program for general City employees during the term of this Agreement, Employer agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. Liability for Benefits. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance provider as to control and policies.

Section 4. Default of Employer Contributions. The Union shall have the right to submit to binding arbitration by giving the City written notice of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for any month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action shall be taken by the Union unless and until the Insurance Committee and/or

Executive Board of the Union shall have certification in writing to the City that the City has so failed to pay such contribution.

Section 5. Selection of Insurance Provider. The selection of the insurance provider shall rest solely with the Union. Union agrees that any policy they provide will meet the following requirements: The Union Insurance plan must provide timely information needed for City and governmental reporting requirements; affirm that the plan being provided is offered to all full-time employees and their dependents, and that the coverage is "affordable" and provides "minimum value" in accordance with the Affordable Care Act ("ACA"). The City and the IAFF commit to make adjustments to the insurance in accordance with the IRS and the ACA insuring that any new regulations and/or guidance from the IRS are followed by both parties.

Section 6. Indemnification. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to

indemnify the City against willful misconduct or negligent acts or omissions of the City , its agents or its employees.

Section 7. Employee Authorization. The Union Insurance Committee shall provide to the City, individual group enrollment cards to be supplied by the group insurance carrier. The execution by the eligible individual Fire Department employees shall demonstrate an election by said employees to be covered under the Union's plan.

Section 8. Monthly Statement. The Union Insurance Committee agrees to provide a copy of the monthly billing statement from its insurance provider on a monthly basis.

Section 9. Short Term Disability. City agrees to cooperate with Union in making available short term disability insurance. If Union elects to use the same insurance provider as the City, the appropriate premium amount will be withheld from employee payroll checks and remitted to the insurance provider. If Union chooses a different insurance provider, then the appropriate amounts will be deducted from payroll checks and remitted to Union.

ARTICLE 26

PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union dues from earned wages of those employees who are in the Union. The deduction shall be made once each pay period from each interested employee's paycheck in an amount certified to be current by the Treasurer of the Union. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. The amount of dues deduction will not change more than one time during this contract year.

Section 2. The Employer will deduct only Union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except for dues. In the event of an increase or decrease in Union dues, Union will give Employer thirty (30) days notice in order to allow Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

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

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

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

Section 6. The Employer agrees to provide payroll deductions for Union members who wish to voluntarily contribute to a separate Union's savings account. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for the Union's savings account shall individually sign an authorization form, provided by the Union and approved by the Employer, authorizing the stated deductions to be made once a month. The payroll deductions shall be revocable at any time by the employee notifying the Employer in writing. The Union shall be notified of any revocation.

ARTICLE 27

REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meetings.

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

ARTICLE 28

WAGES AND LONGEVITY PAY

Section 1. All employees covered by this Agreement shall receive the wages as shown on the attached Appendix A for fiscal year ~~2024~~2025-2025~~2026~~, effective July 1, ~~2024~~2025.

Section 2. ~~Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, as set forth in Article 29 hereof, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2.5% step increase effective as of the established review date shall be attached to the Performance Evaluation and forwarded to the Personnel Office two weeks prior to the established review date. Provided however, in no event shall the wages of an employee exceed the maximum hourly rate for their classification, as shown in Appendix A. The parties agree that the 2.5% step increase will be granted in all future contracts where the City Council appropriates the funds to satisfy said agreement. Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, as set forth in Article 29 hereof, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2.5% step increase effective as of the established review date shall be attached to the Performance Evaluation and forwarded to the Personnel Office two weeks prior to the established review date. Provided however, in no event shall the wages of an employee exceed the maximum hourly rate for their classification, as shown in Appendix A. The parties agree that the 2.5% step increase will be granted in all future contracts where the City Council appropriates the funds to satisfy said agreement.~~

Section 3. Longevity Pay. Effective July 1, 2024, each employee covered by the terms of this Agreement shall receive monthly longevity pay as shown on the attached Appendix B. Longevity pay shall commence upon completion of the employee's fifth year of service with the City.

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. The purpose of employee performance evaluations is to ensure that employees meet and maintain acceptable levels of competence in completing assigned tasks and to determine eligibility for merit increases. A properly prepared evaluation should provide those completing the evaluation form(s) and the employee an opportunity to discuss the employee's performance. Areas of strength as well as areas where improvement may be needed by the employee should be identified and discussed. Information on the evaluation form(s) is considered confidential.

Section 2. Performance evaluation form(s) shall be completed by two levels (e.g. Captain and Battalion Chief prepare evaluations on each Fire Fighter and Equipment Operator;

Battalion Chief and Training Officer prepare evaluations on each Captain; Deputy Fire Chief and the Training Officer prepare evaluations on each Battalion Chief). The Fire Chief and Deputy Fire Chief shall prepare evaluations on the Training Officer. The Fire Chief or Deputy Fire Chief may be involved in each performance evaluation.

Section 3. Employees will be evaluated at the end of their probationary period and annually thereafter. The supervisor will notify an employee of the scheduled date for his performance evaluation. At the scheduled time, the contents of the evaluation form will be reviewed with the employee by the individuals who completed the evaluation form(s). The employee should be given an opportunity to complete the "Employee's Comments" section of the form prior to signing it as an acknowledgment that the completed evaluation has been discussed with him. After the individuals conducting the evaluation and the Fire Chief have signed the form, a copy should be given to the employee.

Section 4. If an employee receives less than a satisfactory review, he/she will be re-evaluated in three months.

If the re-evaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the re-evaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 6. The standard Bartlesville Fire Department evaluation form(s) will be used for this purpose except summary focus and goals and objectives will be added to Battalion Chief and Training Officer forms. Training on proper preparation for and conducting of performance evaluations will be provided to all Fire Department members who will be involved in the performance evaluation process.

ARTICLE 30

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 nor more than monthly at a mutually agreeable time, unless an alternate frequency is agreed to by both parties. The Committee shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2. The purpose of the Committee shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; proceedings for avoiding future grievances; review and recommendations of rules and regulations 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 31

JOB ASSIGNMENTS

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

Section 2. Any employee released for light duty who was injured on the job shall work his normal 24 hour shift. Firefighters will report to the administrative office each morning for duty assignments for duty from 8:00 a.m. to 5:00 p.m. After 5:00 p.m., the firefighters shall work the balance of the shift at their assigned station or at Central at the direction of the Battalion Chief. In cases where the firefighter works a weekend or holiday shift, the firefighters shall report directly to Central Fire Station and work on assignments as directed by the Battalion Chief or administration unless their restrictions do not allow for stairs and the Battalion Chief shall assign them accordingly.

If an employee is injured off duty and the employee asks to work light duty, the administration has the right to approve or deny the request setting terms and hours. Administration has the ability to require a change to the normal 24 hour shift schedule. In those cases the firefighter will have the ability to take leave time instead of working light duty at their option. Upon authorization by administration and agreement by the firefighter, the employee will report to the administrative office each shift for their job assignments unless directed otherwise. In those cases where a change of schedule is not required, after the employee has completed their duties for the day or after 5:00 p.m., they will report to the Battalion Chief for reassignment as safety officer for the remainder of the shift. On weekends, the employee will report to the Battalion Chief.

Section 3. When an employee on light duty hires someone to work for them, the replacement employee does not get to be on light duty.

Section 4. When a firefighter is on restricted/light duty or unable to work at all, the firefighter shall not work at another job without informing the Fire Chief or the Deputy Fire Chief and the other job must be within the restrictions determined by the authorized

treating physician.

ARTICLE 32

SUBSTANCE ABUSE POLICY

The Substance Abuse Policy in effect as of July 1, of each year covered by this Agreement is incorporated as a part of this agreement.

ARTICLE 33

PREPARATION AND DISTRIBUTION OF CONTRACT

Section 1. The City agrees to prepare and deliver to the Local, four (4) copies of the Labor Agreement upon approval by all parties.

ARTICLE 34

MISCELLANEOUS

Section 1. If a member is hurt while helping in an emergency situation within the City limits of Bartlesville when he is normally off duty, he will be considered on the job as far as on duty injury leave or worker's compensation is concerned.

Section 2. In connection with a newly appointed Deputy Chief ~~or~~ Training Officer, or Fire Marshal or Assistant Fire Marshal it is agreed that if the new Deputy Chief ~~or~~ Training Officer, or Fire Marshal or Assistant Fire Marshal has less than twenty (20) years of service at the time of appointment, whether in the bargaining unit or not, and the Employer determines that he is unable to satisfactorily perform the job within the one (1) year probationary period, he will be returned to the rank from which his replacement is taken, or his former rank, whichever is lower. Such a demotion is not subject to any grievance procedure. Furthermore, should any member of the bargaining unit choose to return to his former rank at any time after a promotion, the Employer shall allow the employee to return to the rank from which his replacement is taken, or his former rank, whichever is lower.

Section 3. In the event the Chief determines that any member has been involved in or witnessed a traumatic event in connection with his duties, the Chief shall advise such member as to the availability of counseling through the Employee Assistance Program. In the event such member desires not to seek counseling through the Employee Assistance Program, then the member shall sign a statement and deliver the same to the

Chief advising the Chief that said member has been advised of the counseling services available but has determined not to take advantage of said services at this time. The signing of such a statement by the member shall not preclude the member from taking advantage of such counseling services at a later time in the event the member so decides.

Section 4. Members of the bargaining unit will be required to participate in an organized meal program while on duty. However, if any employee is on a special diet, he will not be required to participate for the time period he is on the special diet. The amount to be contributed for meals will be determined by the members of each duty station on each shift, however, the amount shall not be less than Fifteen Dollars (\$15.00) per shift per member. This section is not subject to the grievance procedure of this Agreement. Further it is agreed that this section of the Agreement will be enforced solely by the bargaining unit.

Section 5. Members of the bargaining unit shall be governed by the same travel policy that governs travel by other non-union City employees. City may make subsequent changes to the travel policy and such changes shall be binding on City and Union.

Section 6. 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. A copy of the letter will also be sent to the President of Local 200.

~~Section 7. Each member represented by Union who is defibrillator certified shall receive additional compensation of \$.04 per hour. Roll into the pay scale.~~

Section 8. The employer shall allow members represented by the bargaining unit to use city public facilities at the same rate paid by other city employees. This includes but is not limited to public city-owned and operated swimming pools, golf courses, etcetera.

Section 9. Firefighters shall receive an educational incentive based on degree type. Those degrees which are deemed to be of significant value to the fire service such as Fire Safety, Fire Science, Emergency Management, Fire and Emergency Services, Public Safety Administration, Leadership, IT & Business shall be compensated at the following rates:

- Master's Degree (or equivalent from a trade school) \$.37 per hour
- Bachelor's Degree (or equivalent from a trade school) \$.31 per hour
- Associates Degree (or equivalent from a trade school) \$.16 per hour
- 60+ hours of college (or equivalent from a trade school) \$.10 per hour (following the degree plan for an above named degree)

The City Manager can approve payment at the higher rate for degrees which are not listed above but believed to be of significant value to the firefighter profession. Such decisions

shall be considered a management right and shall not be subject to grievance procedures.

Those degrees that are not deemed of significant value shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) \$.18 per hour
Bachelor's Degree (or equivalent from a trade school) \$.18 per hour
Associates Degree (or equivalent from a trade school) \$.08 per hour

Firefighters employed in the fire department effective 06/30/14 shall be deemed grandfathered and shall be paid at the higher rate, regardless of degree type.

Section 10. Any member of the bargaining unit that is a nationally registered basic EMT, intermediate, or a paramedic shall receive \$.02 per hour for basic EMT, \$.04 per hour for intermediate and \$.06 per hour for a paramedic. The above amounts are not cumulative and an employee shall only receive the payment for the level obtained as specified above.

Section 11. Any member of the bargaining unit who is duly certified by CLEET shall receive additional compensation of ~~\$.10-00 per month~~ .06 per hour. Provided however, this payment is limited to a total of the four (4) most senior employees CLEET certified.

ARTICLE 35

REPLACEMENT OF PERSONAL PROPERTY

Section 1. It is the City's intention to repair or replace items of personal property if they become damaged or destroyed while the employee is performing his duties if the damage is not due to the employee's negligence. It is anticipated that a typical request could be replacement of prescription eyeglasses, dentures, etc. that are destroyed while an employee is fighting a fire. Each situation will be evaluated on a case-by-case basis. It should be noted that watches up to a value of \$50.00 will be covered under this Article. It should be further noted that watches to the extent they exceed the value of \$50.00, jewelry, wallets, and items inside a wallet, will not be covered under this Article.

ARTICLE 36

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

Section 1. The City agrees to furnish a city vehicle, Pike Pass and gasoline credit card for the use of the duly elected delegates to the annual convention of the Oklahoma State Firefighters Association. Members of the bargaining unit who are elected as delegates, up to a maximum of four, will receive time off with pay. In addition, the City will pay the registration fee and hotel room

expense for two duly elected delegates. If the bargaining unit sends more than two delegates to the annual convention, it will be responsible for the registration fee and hotel room expenses for both of said delegates.

ARTICLE 37

EDUCATIONAL ASSISTANCE

Section 1. City agrees to provide to Union the same educational assistance programs as it provides to other City employees not represented by Union. Union agrees to follow and abide by the procedure for filing budget requests for educational reimbursement forms and the reimbursement request forms.

ARTICLE 38

CATASTROPHIC TIME SHARING

Section 1. In instances where an employee finds themselves in need of additional time off due to their vacation, comp time, sick leave and family sick leave being insufficient to cover a debilitating or life-threatening situation or family emergency, this policy allows employees to share their time off with fellow employees in need.

Section 2. In order to be considered for catastrophic leave sharing, an employee must make a request for the time either in writing, an e-mail, or via a phone call to Human Services (HR). Once the need is brought to the attention of the City, a committee will be formed within three (3) days composed of the HR Director or their designee, the Fire Chief or his designee, and the Local 200 President or his designee.

Section 3. Once approved by the committee, a notice shall be e-mailed to all City employees and a notice placed on all Union and City Bulletin Boards advising employees of the employee in need. A brief summary of the situation, as approved by the employee, and the applicable restrictions will be included in the notices. Each employee will make their own decision to assist or not. Once enough time has been donated, additional donations will be rejected.

Section 4. The requesting employee will be required to use all but 48 hours available time off prior to receiving and using any donated time. No employee may donate all their time and deplete their accrued vacation and sick time leave banks. Employees will retain a minimum of 40 hours vacation and 240 hours sick time in their leave banks. Employees may contribute to several requests but no employee shall be allowed to share more than five (5) days of sick time, the five (5) days of comp time or vacation time in a fiscal year for catastrophic leave.

Section 5. Any employee receiving share time must use the time within the time limit specified by the Committee, for its donated purpose, and it may not be carried over.

Section 6. Unethical use of catastrophic share time (time requested, received and/or used under false pretenses) shall be subject to discipline and just cause up to and including termination. The

minimum discipline imposed shall be a two (2) work day suspension without pay plus repayment of donated time in the order it was received.

ARTICLE 39

SAVINGS CLAUSE

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

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

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

Section 4. All time limits set forth in this Labor Agreement may be extended by the written consent of both parties, but if not so extended, shall be strictly observed.

THIS AGREEMENT is executed this _____ Day of _____, 202~~53~~, by the City of Bartlesville and on the _____ day of _____, 202~~53~~, by the Union, but shall become effective as of July 1, 202~~53~~.

CITY OF BARTLESVILLE, OKLAHOMA
A Municipal Corporation

BY: _____
MAYOR

BARTLESVILLE FIRE FIGHTERS,
LOCAL 200, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: _____
PRESIDENT

APPENDIX A

FIRE DEPARTMENT PAY SCALE													
APPENDIX A													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Firefighter	\$17.59	\$18.03	\$18.48	\$18.94	\$19.42	\$19.90	\$20.40	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08	\$23.66
Equipment Operator	\$24.25	\$24.85	\$25.48	\$26.11	\$26.77	\$27.43	\$28.12	\$28.82					
Captain	\$29.54	\$30.28	\$31.04	\$31.82	\$32.61	\$33.43							
Battalion Chief	\$34.59	\$35.45	\$36.34	\$37.25	\$38.18								
Training Officer	\$42.50	\$43.56	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78				
Fire Marshal	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78	\$53.07	\$54.40				
(40 HR WORK WEEKS)													

FIRE DEPARTMENT PAY SCALE APPENDIX A

	1	2	3	4	5	6	7	8	9	10	11	12	13
Firefighter	\$18.03	\$18.48	\$18.94	\$19.42	\$19.90	\$20.40	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25
Equipment Operator	\$24.85	\$25.48	\$26.11	\$26.77	\$27.43	\$28.12	\$28.82	\$29.54					
Captain	\$30.28	\$31.04	\$31.82	\$32.61	\$33.43	\$34.27							
Battalion Chief	\$35.45	\$36.34	\$37.25	\$38.18	\$39.13								
Training Officer	\$43.56	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78	\$53.07				
Fire Marshal	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78	\$53.07	\$54.40	\$55.76				
(40 HR WORK WEEKS)Assistant Fire Marshal	\$41.38	\$42.41	\$43.48	\$44.57	\$45.68	\$46.82	\$47.99	\$49.19	\$50.42				
(40 HR WORK WEEKS)													

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APPENDIX B

LONGEVITY SCHEDULE
FISCAL YEAR 2024-2025

<u>Years of Service</u>	<u>Hourly Longevity Pay</u>
5	\$.26
6	.26
7	.26
8	.26
9	.26
10	.52
11	.52
12	.52
13	.52
14	.52
15	.86
16	.86
17	.86
18	.86
19	.86
20	1.20
21	1.20
22	1.20
23	1.20
24	1.20
25	1.20
26	1.20
27	1.20
28	1.20

29	1.20
30	1.55
31	1.55
32	1.55
33	1.55
34	1.55
35	1.55
36	1.55

APPENDIX C

TRAINING OFFICER

JOB SUMMARY

Under the supervision of the Fire Chief, designs, develops, coordinates and supervises the Fire Department's training program, and manages the records kept on training performed by all department personnel. This job description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

RESPONSIBILITIES AND DUTIES

Under direction of the Fire Chief, has immediate supervision of and responsibility for the efficient operation of the department's Training Division. Designs and develops training programs to meet the needs of Fire Department. Plans and coordinates an ongoing training program for Fire Department personnel and oversees the maintenance of training records for all departmental personnel including furnishing the subject matter and schedule for the training sessions on an annual basis. Keeps a permanent record of all activities in the Training Division. Conducts and/or supervises a coordinated training program of class room instruction and outside drills throughout the year, designed to meet department goals including but not limited to, at least 20 hours of training per month per member. Schedules and/or conducts classroom training related to fire protection, fire prevention practices, emergency response, new response methods, emergency medical skills, rescue, use of equipment, officer development, and other material covered in IFSTA and other approved training manuals and materials. Ensures that officers and members are instructed in the most approved and up to date methods of firefighting, EMS and other emergency response techniques. In cooperation with the Fire Marshal, ensures that all officers and members are instructed in the most approved and up to date techniques of inspecting facilities, arson detection, and related city codes. Shall be responsible for supervising the work of department personnel assigned as instructors or assistants. Shall be responsible for the operation training

equipment, fire service library, buildings, training aids and other facilities. Designs, develops and oversees as an integral part of the training program, a comprehensive program for pre-incident plans of all commercial properties in the City. Responsible for coordinating and conducting entry level testing and assists in promotional examinations when required. Responsible for training of all new firefighters in order to pass the Fire Fighter I examination, First Responder and other first year employment requirements including drills, classroom instruction and testing. Functions as a Safety Officer on fires or other emergencies and may be called upon to supervise personnel at such incidents. Assumes command functions at emergency incidents when so ordered by the Incident Commander, Fire Chief or Assistant Fire Chief. Coordinates with the Fire Chief and Assistant Fire Chief in the preparation of the Training Division budget, assist in budget implementation, as well as the Department's annual budget process. Assists in the establishment and enforcement of safety policies and procedures. Ensures that general policies are reviewed by all members as required through the Department's training program, Responsible for keeping up with advances in firefighting, other emergency response skills, fire prevention practices, and the training actions of other departments, local, state and federal agencies in order to improve the training program for the department. Maintains continuous relations with other training organizations, fire service groups and departments as required. Coordinate fire suppression, fire evacuation and CPR training with other City departments and divisions. Oversees the scheduling and monthly inspections of fire extinguishing in City buildings. Annually, or more often as appropriate, shall furnish the Fire Chief with a report on the performance of each company in group training sessions as well as individual training results. Performs administrative duties for the Fire Chief or Assistant Fire Chief including special projects and reports. Submits long term (5 year) and short term (1 year) goals to the Fire Chief by the first of every calendar year. Responsible for such other functions as are assigned by the Fire Chief or Assistant Fire Chief and performs other duties as required. In the event that the administrative duties become more time consuming so that the Training Officer is unable to fulfill his actual training obligations, this job description will be changed to eliminate some administrative duties.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associate's Degree or equivalent from an accredited two-year college or technical school; and at least 10 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter I and II; Certified Fire Officer I and II; Certified First Responder; Certified Fire Service Instructor I and II. FF II, OF I and II as well as FSI I desirable, but not required at this time. **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical service, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision.

Administrative principles and practices, including goal setting and implementation. **Skill in:** Course preparation and delivery of training material utilizing prepared course outlines or preparing such outlines from scratch. Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively: preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.

Mental and Physical Abilities: Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical service, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals, training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing the essential functions of this position, the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet, but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX F

BATTALION CHIEF

JOB SUMMARY

Under general supervision, performs a supervisory role as Battalion Chief, assuring proper administration and execution of duties, practices and procedures; supervises and performs in the delivery of fire suppression, emergency medical service, all types of rescue public education and other daily activities of a Shift. In addition, the individual in this position will have overall responsibility within the department to oversee one of three particular areas: ~~Operations, Suppression or Tech Rescue, HazMat or~~ Medical. Reports directly to the ~~Assistant Deputy~~ Fire Chief and meets and confers with the ~~ADFC~~ and/or the Fire Chief to report any problems and to ascertain if there are any special projects or duties for the day. Is responsible for the submission of written monthly reports to the ~~ADFC~~ and FC on activities of the shift during the previous month; the preparation and submission of an annual budget for the particular area of responsibility to the ~~ADFC~~; the submission of daily and monthly reports to the other Battalion Chiefs for problems or concerns in their area of responsibility. Carries out direct supervisory responsibility in accordance with policies, procedures and applicable laws including planning, assigning and directing work, appraising performance of subordinates, rewarding and disciplining employees; addressing complaints and resolving problems during the shift. Visits all stations during to check on personnel, equipment and to convey any special duties of the day. If repairs are required, coordinates those repairs with the applicable departments. Supervises and directs the field operations and activities of the company officers and members assigned to fire stations; transmits orders and assumes command in emergency situations. Responds to fires and rescue situations, may serve in the capacity of Incident Commander on emergency scene. Evaluates fires and hazardous situations and take immediate action necessary for the preservation and protection of life and property. Participates in training activities as a student or instructor. Performs the essential functions of the Fire Fighter and Fire Captain as required. Interprets and transmits management procedure manual and union contract agreement. Completes daily reports, time sheets, and other required reports and forms. Coordinates personnel vacation schedules to ensure adequate personnel coverage. Performs various code enforcement activities as assigned. Picks up supplies from outside vendors and delivers where

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needed. Is responsible for the dally maintenance of the vehicle and equipment assigned. Performs other duties as assigned.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associates Degree or equivalent from an accredited two-year college or technical school; at least 13 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter 1 and Certified First Responder (Certified Fire Fighter II, Certified Fire Officer I and II and Certified Fire Service Instructor are desirable but not mandatory at this time). **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical services, hazardous materials spill, and release mitigation, waler rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business, mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation, and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including building codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively. Preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols. **Mental and Physical Abilities:** Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical services, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working Conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases.

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While performing essential functions of the position the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX G FIRE MARSHAL

Job Summary

Under the supervision of the Deputy Fire Chief, provides inspections of commercial buildings for code compliance of the current fire codes.

Provides inspections and code compliance of sprinkler systems, fire alarms and inspections of all new businesses for code compliance prior to issue of business license. Work in a team setting in pre-construction and construction meetings providing code analysis and input on all commercial projects within the jurisdiction of the Bartlesville Fire department.

Employee must be proficient in computers and digital technology.

Employee must keep clear and concise digital records of all activities.

Must be motivated in all aspects of the job, scheduling all day to day activities. Works with other City of Bartlesville Departments to insure code compliance of all construction and infrastructure within the jurisdiction.

Complete all construction, sprinkler, and fire alarm plan review to ensure code compliance. Perform code analysis on all plan reviews.

Provides investigation of fire scenes for cause and determination and the possibility of arson. Upon the determination of arson as the fire cause, The employee will provide all aspects of investigation, evidence custody, fact-finding, witness and suspect questioning as well as courtroom testimony. Work first hand with other law enforcement and the District Attorney to prosecute all cases involving arson.

Job Requirements

See Article 21 of the current CBA.

Within 12 months of promotion to Fire Marshal

- Successfully complete Basic Peace officer Certification Academy (CLEET) is approximately 16 weeks
- Fire Inspector I Certification (OSU or equivalent)

- Fire Cause and Determination (OSU or equivalent)