

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BROKEN ARROW, EMPLOYER

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 2551

Whereas, the City of Broken Arrow (the City) and the International Association of Firefighters, Local No. 2551 (IAFF) and collectively “the Parties” have provisions within the collective bargaining agreement (CBA) related to Compensation; and

Whereas, the FY 2023-2025 has been ratified by both parties; and

Whereas, both parties agreed in writing on November 26, 2024, to conduct settlement discussions to resolve a pending grievance related to CBA Article 27; and

Whereas, the parties have agreed to change the language of Article 27, Compensation for the betterment of the department; and

Therefore Be It Resolved, the City of Broken Arrow and the International Association of Firefighters, Local No. 2551 and collectively, “the Parties,” agree to the language to be added to the Collective Bargaining Agreement to amend Article 27, Compensation, as stated below; and the IAFF agrees to withdraw the pending grievance with prejudice.

ARTICLE 27
COMPENSATION

Effective July 1, 2024, the City shall provide each bargaining unit member a one and one-half percent (1.5%) across the board wage increase. Additionally, the City shall provide each bargaining unit member a half-percent (0.5%) across the board wage increase effective January 1, 2025.

Section 1. Wages for the Firefighters in the bargaining unit shall be set forth in the attached Salary Schedules. The salary schedule includes a \$500 annual clothing allowance as previously provided in Article 28.

Bargaining unit members shall be paid on the same bi-weekly payroll schedule all other employees are paid.

During the year just prior to each employee's anniversary date, all bargaining unit employees are to be evaluated individually. Satisfactory performance as shown or not by said evaluations is prerequisite to step increase as set forth in the Schedule.

In such evaluations only that year's performance shall be considered. In the event of no increase, the affected employee may seek a re-evaluation within approximately three (3) months of the anniversary date. In such review, the preceding fifteen (15) months is examined to see whether substantial improvement warrants the step increase for the remainder of the year.

Section 2. Bargaining unit members at pay grade 301 with two (2) years of continuous service, who have had no chargeable accidents in the preceding two years, and whose previous performance evaluation was at least satisfactory are eligible for Relief Driver assignment. Employees meeting the above stated criteria must submit to and successfully complete all practical testing requirements prescribed by the department. Relief Drivers shall serve as Lieutenant in the absence of the regular assigned driver. Pay Step 11 in grade 301 shall be eligible only to employees obtaining the Relief Driver assignment. Testing for Relief Driver shall occur twice each fiscal year as scheduled by the Fire Chief. Any bargaining unit member that possesses relief driver certification may serve as Apparatus Driver in the absence of the regular assigned Lieutenant.

Section 3. Upon promotion, bargaining unit members shall be placed at the first pay step that provides a minimum eight (8) percent increase, not to exceed the top of the range.

Section 4. Those bargaining unit members hired prior to July 1, 2006, at the rank of firefighter, who obtain and maintain Emergency Medical Advanced (Intermediate) National Certification shall receive compensation at pay grade 302. Bargaining unit members hired on or after July 1, 2006, who obtain and maintain Emergency Medical Advanced (Intermediate) National Certification, shall receive compensation at pay grade 301.

Those bargaining unit members at the rank of firefighter or Lieutenant who obtain and maintain the Medical Director's Authorization and practice as state licensed paramedics~~who obtain and maintain Emergency Medical Paramedic National Certification~~ shall receive compensation at pay grade 304. (The Union acknowledges that the Management Rights and Responsibilities article contained in this agreement allows management the right to assign Lieutenants who possess Paramedic certification to a temporary assignment as a firefighter-paramedic for the purpose of providing emergency medical services in an ambulance. A temporary assignment shall not exceed 24 consecutive hours). Movement to these grades shall be subject to the provision of Section 3 in this article.

In an effort to expedite the Medical Director's Authorization process (credentialing), and attainment of the employee's paramedic stipend and 304 pay grade increase, the city will offer a voluntary 40-hour workweek to participate in the Medical Director's Authorization process. Within 30-days of an employee submitting their state paramedic license, the employee may be assigned to a 40-hour workweek, normally for up to three (3) weeks, to participate in the Medical Director's Authorization process. If an employee declines participation in the 40-hour workweek option, the allocation of personnel for the credentialing process shall be subject to the department's operational requirements. The employee shall not be moved to a 304-pay grade until they have completed the Medical Director's Authorization process. No employee shall be entitled to overtime for the completion of the Medical Director's Authorization process.

Bargaining unit members employed after June 1, 2001, who have obtained paramedic certification, shall be required to maintain the paramedic certification as a condition of employment until the bargaining unit member has reached the top step of the firefighter/ paramedic pay range, or until the bargaining unit member reaches the rank of Captain.

Bargaining unit members who do not possess paramedic certification are encouraged to obtain it. As an incentive to obtain paramedic certification, the employer agrees to: (1) pay the tuition and book expense to any bargaining unit member who enrolls and successfully completes the National Registry certification and state paramedic program license. (2) grant time off with pay from their regular work schedule to attend clinical and classroom lectures required by the National Registry. These incentive opportunities shall normally be limited to a maximum of six (6) employees at any given time and a maximum of two (2) employees per shift at any given time. In the event more than six (6) employees apply to pursue paramedic certification, the applicant with the greatest seniority will be allowed to attend. It will be within the Fire Chief's sole discretion to allow time off, and/or tuition and book reimbursement not already covered by the agreement to allow additional employees exceeding the normal six (6) on a rolling calendar year. If the bargaining unit member earns the paramedic certification under this program, he/she shall be required to maintain the certification as a condition of employment until reaching the top step of the firefighter / paramedic pay range or for a minimum of five years whichever is greater or the rank of Captain.

Section 5. Bargaining unit members who obtain and maintain the Medical Director's Authorization and practice as an Emergency Medical Technician (including Intermediate or Advance) or a Paramedic as prescribed by Oklahoma State Statutes shall receive the following monthly amounts above the base wage:

- A. EMT Basic, Intermediate, or Advanced \$135
- B. EMT Paramedic \$150

In the event an employee's "Authorization" is suspended by the Medical Director, the employee shall not be eligible for the respective stipend or the 304 pay grade compensation until the Medical Director's Authorization is reinstated. The Medical Director shall not suspend an employee's authorization in an arbitrary or capricious manner. Neither the stipend nor pay grade shall be removed until conclusion of an investigation and shall not be removed retroactively.

The benefits in this article shall not be cumulative.

Section 6. Bargaining unit members shall be eligible for compensation as described below for possessing a degree from an accredited college or university. The amount of the compensation shall be \$50 per month for an associate degree or \$100 per month if the associate degree is in the field of Fire Protection Technology, Paramedic or Nursing or \$100 per month for a bachelor's Degree. Bargaining unit members with a bachelor's degree in the field of Fire Protection Technology, Paramedic or Nursing shall receive \$150 per month. Bargaining unit members are eligible for education incentive pay for a master's degree of \$200 per month. Bargaining unit members may be reimbursed the tuition and book expenses upon satisfactory completion of a college course(s) that is considered fire related. The reimbursement amount will be based on the following schedule:

If the bargaining unit member earns a "C" or above in a course reimbursement shall be at 100%.

If the bargaining unit member earns a grade below "C" or withdraws from the course no reimbursement shall be provided.

The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State supported public institutions and shall not exceed \$1,200 per semester. A bargaining unit member holding multiple degrees shall only receive the compensation identified for the highest single degree for which the employee qualifies. The following degree programs shall be considered fire-related: Fire Protection Technology, Paramedic and Nursing or other specific programs as approved by Management.

Section 7. Those bargaining unit members, at or above pay grade 304, who obtain IFSAC, Proboard or other Instructor II certification, such other certification program to be approved in advance by the Fire Chief, shall receive \$100 per month. Any employee receiving this certification pay may be used to provide training or instruct as directed by management.

Bargaining unit members above grade 303, who meet the requirements of Firefighter Specialist shall receive an incentive pay of \$100 per month.

Section 8. The position of EMS Officer shall be an assignment and not a promotion. Employees fulfilling the assignment shall retain their most recent rank and paygrade. Members assigned to an EMS Officer position shall receive a monthly stipend of five hundred dollars \$500. EMS Officer of Field Operation assignment employees shall be assigned to each of the three twenty-four (24) hours shifts to fulfill the duties as outlined in the EMS Officer job description.

Section 9. Effective December 1, 2023, all out of class pay will be included in wages. All submissions for working out of classification must be received by the Finance Department prior to January 1, 2024, to receive compensation for any working out of classification hours prior to December 1, 2023.

Section 10. Any 24-hour shift employee assigned by the Fire Chief to transfer to a 40-hour workweek shall receive a \$125 stipend for each consecutively completed 40-hour work period. Employees on department approved training leave or who are unable to perform their job duties and placed on paid Administrative Duty or Light Duty shall not receive the stipend. All stipend requests shall be made within thirty (30) calendar days of completing a 40-hour work period or the employee forfeits the stipend for that period.

Be it Further Resolved, the parties enter into this agreement in good faith, and
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the signed date below.

Michael Spurgeon, City Manager


Justin Sharp, IAFF President