

## **COLLECTIVE BARGAINING AGREEMENT**

Between

The City of Broken Arrow, Oklahoma  
and  
International Association of Firefighters,  
Local No. 2551  
For Fiscal Year 2023-2025

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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 BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LOCAL NO. 2551, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, 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. That the Union and Management shall conduct themselves so as to reflect favorably upon and improve the public standing of the City and of the Union.

**ARTICLE 2**  
**RECOGNITION**

Section 1. The employer recognizes the Union as the exclusive bargaining agent for fire fighters of the Fire Department, except the Chief, one designated assistant, and all probationary employees.

**ARTICLE 3**  
**AUTHORITY AND TERM**

Section 1. The Employer and the Union have, by these presents, reduced to writing, the collective bargaining Agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. The term of this Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect until midnight June 30, 2025. The parties agree that the monetary portions of the 2024-2025 agreement are subject to appropriations of adequate and sufficient funds at the beginning of the City's 2024-2025 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 30, 2024 for the term of the 2024-2025 agreement, the 120-day notification period required by the agreement shall be waived and the City and the Union shall immediately enter into good faith collective bargaining for the 2024-2025 fiscal year on monetary issues only. Any agreement reached thereafter on monetary issues shall be effective as of July 1, 2024.

Section 3. The term of this Agreement shall not exceed one (1) year; provided, that any such Agreement shall continue from year to year and be automatically extended for one (1) year terms unless written notice of request for bargaining is given by either the Employer or the Union at least thirty (30) days before the anniversary date of such negotiated Agreement; provided further, by mutual consent, this Agreement shall remain in full force and effect after June 30th, so long as negotiations are in progress.

The parties understand that there is an outstanding legal issue with respect to obligatory contract continuation. To the extent allowable by law or agreement, all contractual obligations shall cease to be enforceable on the date said agreement expires, unless extended, by operation of law or specific agreement.

Section 4. Whenever matters requiring appropriations of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the bargaining agent to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days before the last day on which monies can be appropriated by the Employer to cover the contract period which is the subject of the collective bargaining procedure.

Section 5. It shall be the obligation of the Employer and the Union to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

Section 6. 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 arbitrable issues may be submitted to arbitration on the request of either party.

#### ARTICLE 4 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 and 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 the 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 right 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 hire, promote, or transfer any Fire Fighter; and, to terminate, suspend or discipline any Fire Fighter for just cause.

- 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 Department;
- G. To be the sole judge of the qualification 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 operation of the Fire Department or change existing methods and techniques;
- K. To determine the amount of supervision necessary;
- L. To control the department budget;
- M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

## ARTICLE 5 PROHIBITION OF STRIKES

Section 1. The Union acknowledges its statutory prohibition against any job action, i.e., strikes, work slowdowns, mass absenteeism, or being party to such activities. Further, the Union shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the above-prohibited activities and conduct, or by providing funds, financial or other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities. However, Union may provide legal representation.

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 members

to return to work at once, and provide 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 the Employer. In that event that a wildcat strike occurs, Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

## ARTICLE 6 PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement, unless and except as modified or changed by the specific terms of this Agreement.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance shall be defined as a bargaining unit member submitting a written grievance with sufficient facts including the alleged contract article violation reference(s) so as to reasonably inform the City of the issue(s), to the Union Grievance Committee. [Note: Any rule and/or policy changes shall be mailed out or hand-delivered to the Union president or his designate, and posted.]

Section 2. The Union President, or his or her authorized representative, may report an impending grievance to the Fire Chief or the Fire Chief's designate in an effort to forestall its occurrence. It is understood this effort to report and forestall a grievance shall not impact the time frame requirements in Section 1 unless agreed to in writing by the parties. If the impending grievance is settled at this stage, the settlement shall normally be in writing.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement and/or concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

Step 1. If an employee is initially desiring to raise a grievance issue, the grievance shall be submitted by the employee to the Union's Grievance Committee for

consideration and response within ten (10) business days of the time when the grievance issue was known or reasonably should have been known to the employee.

- Step 2. If the Union Grievance Committee determines a grievance exists, based on an employee grievance issue being raised or by other determination of the Committee, the Union will present the grievance in writing, with sufficient facts including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the Fire Chief within ten (10) business days of the time when the grievance issue was brought to the Grievance Committee.
- Step 3. The Fire Chief or his designee shall respond in writing, including all originally known and related documents and contract references, to the Union President or his designee within ten (10) business days from the receipt of the written grievance. The Fire Chief or his designee shall have a right to meet with the Union President or his designee on the grievance related matters of the employee or Union within the same ten (10) business day timeframe prior to the written grievance response.
- Step 4. Within ten (10) business days of the date of the Chief's or his designee's Step 3 response, the Union Grievance Committee, in their sole discretion, shall determine whether or not a grievance continues to exist within the terms and conditions of this Agreement.
- Step 5. If the Union's Grievance Committee find a grievance does continue to exist, the Committee shall submit the grievance in writing with sufficient facts, including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the City Manager for consideration and response.
- Step 6. The City Manager or designee shall submit an answer in writing, including all originally known and related document and contract references, to the Fire Chief and the Union President or designee within ten (10) business days of the date of the Union's submission to the City Manager. The City Manager or his designee shall have a right to meet with the Union President and/or his designee on grievance related matters of the employee or the Union within this same ten (10) business day timeframe from receipt of the Union Grievance Committee's submission.

**Section 4.** If the Union Grievance Committee determines that the parties have not settled the grievance within ten (10) business days of the date of the City Manager's response, the Union shall notify the City in writing, of its request for arbitration within the same ten (10) business days, and it shall be submitted to arbitration as follows:

- a. Absent agreement on an arbitrator mutually acceptable to the City and the Union, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service within seven (7) business days of the date of receipt of the Union's request for arbitration.
- b. Within seven (7) business days from the receipt of such panel, a representative of the Union and the City shall meet or otherwise discuss and alternatively strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request new arbitrators and a new panel.
- c. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, the arbitrator shall be contacted and the future date for the Arbitration Hearing shall normally be determined within fifteen (15) business days from the date the arbitrator is selected. Every reasonable effort shall be made by the parties to ensure this hearing date will be within sixty (60) days of the arbitrator's selection.

Section 5. Within twenty (20) business days after the conclusion of the arbitration hearing (which shall include any agreed briefing period), 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 delivered to the Union and to the Employer.

Section 6. With respect to the interpretation, enforcement, or application, of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

Section 7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

Section 8. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it or, if both parties desire a copy, the parties shall split the cost.

Section 9. All time limits set forth in this Article may be extended in writing by mutual consent of the parties but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

Section 10. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

## ARTICLE 8 SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in the Fire Department. It shall commence from the date on which the employee became a regular employee upon satisfactory completion of one (1) year probationary period.

Section 2. Where two or more employees were initially employed by the Fire Department on the same date, their relative seniority standing shall be determined in the order of their employment application.

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

- A. Discharge; if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work after:
  - (i) the expiration of a formal leave of absence;
  - (ii) 14 calendar days from delivery of notice to return to work after layoff;
  - (iii) after having been on layoff for 18 months.
- D. Retirement.

## ARTICLE 9 MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or community laws respecting the obligation of employers and unions alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard, and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, national origin, religion, sex, union or political affiliation, handicapped status, and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this agreement conflicts with overriding federal, state, or municipal equal employment or anti-discrimination laws, then and only in that event, shall those laws control.

## ARTICLE 10

### SAFETY AND HEALTH

Section 1. There is hereby created a Joint Safety and Health Committee with the purpose of promoting and encouraging fire fighter safety and health. The Union agrees to appoint two (2) members and the City agrees to appoint two (2) members to the committee with the fifth member being the City's Risk Management and Employee Safety Manager. The Union and the City agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results of surveys and/or studies, new forms, procedures, materials, equipment and any new concepts in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and/or Union. Any committee member may request a meeting be scheduled with the meeting time being mutually agreeable to a quorum of the committee.

Section 3. Committee members shall be granted time off with pay to conduct investigations of safety and health problems if deemed necessary by the Fire Chief.

Section 4. All recommendations and reports of the Joint Safety and Health Committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union. The Fire Chief shall, after receipt of the recommendation, reject or accept the recommendation in writing within ten (10) business days. Within ten (10) business days the Union may appeal the Fire Chief's decision to the City Manager who shall accept or reject the recommendation in writing within fifteen (15) business days.

Section 5. In recognition of the hazardous and physical nature of firefighting, and in recognition of the value of trained, experienced firefighters, the parties agree that the physical fitness of the Broken Arrow firefighters is an area of mutual concern.

Section 6. During the term of this agreement, the Employer and the Union agree to appoint a physical fitness committee with equal representation from both the Employer and the Union. The purpose of such committee shall be for the development of a comprehensive physical fitness incentive program for the mutual benefit of the parties and will review problems, complaints and program changes and recommend solutions for the same.

Section 7. All recommendations and reports from the physical fitness committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union.

Any recommendations developed during the term of this agreement are non-binding and non-enforceable unless and until they are incorporated into a subsequent Collective Bargaining Agreement.

## ARTICLE 11 UNION BUSINESS

Section 1. Any employee elected as an officer of the Union or as a delegate to a Union activity pertaining to the Union business shall be granted a leave of absence without pay, subject to the manning requirements of the Department. Written notice for such leave shall be forwarded to the Chief of the Broken Arrow Fire Department at least five (5) days in advance for approval, unless otherwise waived or approved in writing.

Elected officers or delegates of the union may utilize a one hundred forty-four (144) hour paid leave bank to attend national or state IAFF conventions, conferences, meetings and/or seminars. These conventions, conferences, meetings and/or seminars include the Professional Firefighters of Oklahoma (PFFO). Once the bank is exhausted the officers and/or delegates may use leave without pay as described in the preceding paragraph. The parties agree that the scheduling of this leave shall result in occupying a vacation scheduling slot(s) as described in Article 18 of this agreement.

The City shall not pay for attendance, travel, meals or accommodations for conventions, conferences, meetings/and or seminars held by the Oklahoma State Firefighters Association (OSFA) or the Professional Firefighters of Oklahoma (PFFO).

Section 2. It is agreed by the Employer that up to three (3) members of the Union's negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Union.

Section 3. The duly elected President or Steward of the Union Local may be granted up to two (2) hours, without loss of pay, during each of his regularly scheduled shifts for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. If the elected President or Union Steward works a schedule other than the 24-hour on 48-hour off schedule the above described leave shall be 4 hours per week. Such time shall be requested and approved by the appropriate Battalion Chief and shall be scheduled such that the Fire Department operations are not impeded by the absence from duty. There shall be a maximum of one (1) Steward per shift for this benefit. On January 1 of each year the Union President shall advise the Fire Chief in writing of the name of each Union Steward and shall immediately advise the Fire Chief when a new Union Steward has been appointed.

Section 4. The Union may have a bulletin board within the Fire Stations, their size and location subject to the approval of the Fire Chief. It is for notices concerning Union, educational,

recreational and social affairs and such other matters as may be agreed upon by the union and the Employer, and material shall be signed by an officer of the Local. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purpose of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national levels. For the purpose of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government, or toward elected officials of the City of Broken Arrow. The Fire Chief or his designee shall be authorized to remove any material from the bulletin boards which does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material, and further ensure that the posting of such material is limited only to the bulletin boards.

Section 5. Elected officers of the union shall be allowed to attend all regular and special meetings of the union while on duty and without loss of pay. They will immediately return to their assignment at the conclusion of the meeting or if called back to duty by their supervisor. This benefit will not result in creating any call-back, but rather will involve temporary station personnel substitutions.

## ARTICLE 12

### PHYSICAL HEALTH AND FITNESS FOR DUTY

Section 1. City agrees to continue its health evaluation program, which includes a physical examination every two (2) years. Health evaluations shall commence on the employee's second anniversary of annual City Employment.

Section 2. The physical examination shall consist of the following:

- A. Chest x-ray;
- B. Blood tests;
- C. Electrocardiograph; and
- D. Stress test.

The City shall have the right to determine the quality of the physical examination rendered by the physician **or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner)**; all employees shall be required to participate in all portions of the health evaluations including being seen by the physician or Health Care Professional **(Physician, Physician Assistant, or Nurse Practitioner)**.

Section 3. City agrees to pay all costs of said physical examination by a physician or Health Care Professional **(Physician, Physician Assistant, or Nurse Practitioner)** of the Employer's choice

and a copy of the report shall be forwarded to the employee. Should the employee elect, at his option, to use a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of his own choice, the City agrees to pay an amount to the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of the employee's choice, in an amount equal to that charged for the same physical examination by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) chosen by the City, and the results of said examination shall be forwarded by the employee's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) to the City. In no event will the City pay more than a rate it negotiates with a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner), whomever is less, which the City elects to choose. If an employee elects to use a physician of his own choice, then he shall execute appropriate medical releases for use by the employer. The employee shall not elect to use a current employee of the City of Broken Arrow as their physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) for purposes of this Article.

If the City's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) in the every two years physical examination determines that the employee is not fit for duty, the City shall exercise the fitness-for-duty medical examination procedure in Section 5 of this article. The employee will be placed on paid administrative leave until a fitness-for-duty determination is made. If the employee is found to be fit for duty the employee shall be returned to duty. In the event that a medical diagnosis is made of a sickness or non-job related injury, the administrative leave shall be converted retroactively to sick leave under Article 22. In the event that a medical diagnosis is made of a work-related sickness or injury, the administrative leave shall be converted to appropriate leave for a work-related sickness or injury. This procedure on follow-up examinations based on an every two years physical examination shall not limit the City's right to require a fitness-for-duty examination under Section 5. This Section 3 is not intended to impact any rights an employee has under Oklahoma workers' compensation law or the Oklahoma firefighter pension statutes.

Section 4. The City shall have the right to schedule examinations throughout the year.

Section 5. The City and Union mutually recognize that the health and physical fitness of its Fire Fighters are of paramount importance. The City agrees that positions will be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations, at the City's expense. The City will advise the employee in writing of the basis for such examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure, that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation and/or suspension from active duty as required by the appropriate medical authority. Should there be any dispute between various physicians regarding fitness for duty the two disputing physicians shall appoint a third neutral physician to examine and review the diagnosis.

Section 6. An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

### ARTICLE 13 COURT AND JURY LEAVE

Section 1. Employees who are required, due to their status as Fire Fighters, and because of their official duties, to serve as Court witnesses or who are summoned as jurors shall be granted time off with pay less the amount received for serving as a Court witness or juror to serve in that capacity.

Section 2. Employees shall be allowed to retain mileage fees provided they furnish their own transportation.

Section 3. If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours such employee shall be compensated at time and one-half pay.

### ARTICLE 14 FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee, a shift employee shall be granted up to two (2) regularly scheduled shifts, off with pay; provided that one of the days includes the funeral. Employees assigned to a 40-hour work week shall receive a maximum of three (3) consecutive working days, provided one day is that of the funeral. The immediate family shall be defined as spouse of the employee, father or mother of the employee, father-in-law or mother-in-law of the employee, brother or sister of the employee, brother-in-law or sister-in-law of the employee, grandmother or grandfather of the employee or employee's spouse, child or grandchild of the employee and legally adopted children and other relatives if the latter are actually members of the employee's household. Funeral leave may be granted for the demise of other persons whose relationship could justify an employee's absence, such as any relative residing permanently with or and dependent upon the employee provided special approval by the Department Head is first obtained.

Section 2. The employee may request an extension of Funeral leave to the Fire Chief, specifying the reason for such extension. If the leave extension is granted by the Chief, it shall be leave without pay although the employee may request vacation.

**ARTICLE 15**  
**MILEAGE ALLOWANCE**

**Section 1.** Employees required and approved by the Fire Chief to use their private automobiles for Fire Department ordered training or station transfers shall be compensated at the rate established by the Internal Revenue Service for federal income tax purposes. Bargaining unit members that are notified, prior to their regular shift reporting time, that they are being transferred from one station to another for a shift and it is necessary for the employee to take bunker gear for the transfer shall also receive this mileage benefit. However, if the bargaining unit member is notified that he/she is being transferred for two or more consecutive shifts then the employee shall be eligible for one round trip mileage reimbursement only. Mileage shall not be paid to an employee or supervisor for off duty reporting to any assigned worksite for regular or additional duties.

**ARTICLE 16**  
**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, except as outlined below, or elsewhere in the contract. Bargaining unit members assigned to a traditional 40-hour work week may be assigned to an 8-hour 5 day a week, a 10-hour 4 day a week or a 9-hour 4day/4 hour on the 5<sup>th</sup> day schedule. The union acknowledges that assignment of work hours is a management right as provided in Article 4 of this agreement.

**Section 2.** Time of shift change will be 7:00 a.m.

**Section 3.** Subject to notification to, and approval of the Fire Chief or appropriate Battalion Chief, the Employer agrees that employees shall have the right to exchange time when the change does not interfere with the operation and non-routine training of the Broken Arrow Fire Department. The privilege of time exchange shall not be abused. Hours exchanged must be reimbursed per federal Fair Labor Standards Act rules.

- a) When a time exchange is approved, the approval is for the exchange of time between the two employees ("normally assigned" employee and "substitute" employee) listed in the request.
- b) Failure of a substitute to report to an approved time exchange or failure of a substitute to complete an approved time exchange shall result in the substitute losing all of his/her time exchange benefit/privileges (neither working for another nor having another work for him/her) for six (6) months from the date of infraction for their first infraction; however, all future infractions by the substitute shall result in a twelve (12) month suspension of his/her time exchange benefit.

- a. The only exception is in the instance of a job related injury occurring ***during*** the approved time exchange; however, in extenuating circumstances as determined by the Fire Chief a variance may be allowed.
- b. The normally assigned employee will be charged vacation hours for any hours not covered by his/her substitute.
- c) Substitute employees shall not be eligible for any leave types or time off provided in the Collective Bargaining Agreement during their approved time exchange.

**ARTICLE 17**  
**LONGEVITY**

**Section 1.** The longevity service pay schedule shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow. The schedule shall be as follows:

Years of Service	Amount
25	\$8125
24	\$7800
23	\$7475
22	\$7150
21	\$6825
20	\$6500
19	\$6175
18	\$5850
17	\$5525
16	\$5200
15	\$4875
14	\$4550
13	\$4225
12	\$3900
11	\$3575
10	\$3250
9	\$2925
8	\$2600
7	\$2275
6	\$1950
5	\$1625
4	\$1300
3	\$975
2	\$650
less than 2 years of service	0

Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

## ARTICLE 18 VACATIONS AND HOLIDAYS

Section 1. Every employee shall be eligible to use vacation and holiday leave with pay after one (1) year of service with Employer.

Vacation and holiday leave shall be accrued monthly commencing on an employee's hire date. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may immediately schedule and use all vacation/holiday leave upon accrual.

Years	Monthly Accrual Annual Vacation & Holiday Maximum Accumulation		
	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
1 through 4 years	30	360	720
5 through 9 years	32	384	768
10 through 14 years	34	408	816
15 through 19 years	36	432	864
20 years and over	38	456	912

Section 2. Any employee who is separated from the service through resignation, death, retirement, or discharge shall be compensated in cash for all unused vacation and holiday time accumulated at the time of said separation at the regular rate of pay.

Section 3. Vacation and holiday leave scheduling for the following calendar year will begin on December 1 of the current year. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may schedule their accrued vacation and holiday hours up to their annual vacation hours accrual (as shown above in Article 18, Section 1, up to 360, 384, 408, 432, 456, respectively). However, a more senior bargaining unit member may bump another bargaining unit member who has previously scheduled a shift. Bumping privileges are allowed through December 15, of the current year.

Vacation scheduling for accrued leave above an employee's annual accrual will be scheduled in the same manner, starting December 16, of the current year. Bumping privileges for accrued leave will be allowed through December 23, of the current year. After December 23, of

the current year, all other accrued vacation leave scheduling will occur on a first come first serve basis for the following calendar year.

Section 4.

- a) Seven (7) shift employees are eligible to schedule vacation/holidays on each shift. However, no more than four (4) Captains and one (1) Battalion Chief shall be on vacation/holiday on a shift. When the Battalion Chief and one Captain have scheduled vacation/holiday time the number of Lieutenants scheduling vacation/holiday shall be limited to three (3).

On December 1<sup>st</sup> of each year, if any shift exceeds forty-nine (49) suppression/operational personnel (defined as Battalion Chief, Captain, EMSO, Lieutenant, Firefighter), the number of these shift employees eligible to schedule vacation for each shift the following calendar year shall be raised from seven (7) to eight (8). Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routing training of the Fire Department.

- b) A minimum of four (4) Paramedic certified bargaining unit members may be allowed to schedule vacation/holidays on a shift. The Chief, by December 1<sup>st</sup> of each year, shall set forth in writing a notice of any additional numbers of Paramedics allowed to preschedule initial, annual vacation/holiday leave based on an annual or periodic assessment of staffing needs and available, certified Paramedic employees. The Chief's determination and notice of any additional Paramedic scheduling slots shall be effective during the next (upcoming) calendar year. This restriction will not apply to bargaining unit members with Paramedic certification who are assigned to Lieutenant or Suppression Captain.
- c) Request for vacation and holidays shall be submitted to the Battalion Fire Chief at least three (3) days in advance; however, if one of the seven (7) slots is available on shorter notice, the bargaining unit member may request vacation/holiday on the same day leave is requested. Final approval for vacation/holiday scheduling shall be by the Fire Chief or designate which shall not be unreasonably denied.
- d) To schedule same day vacation/holiday time the employee must report for duty and then request the leave. An employee shall notify his/her Battalion Chief of cancellation of vacation or holiday shifts at least three (3) days in advance of the shift to be taken off.

Section 5. Vacation time may be split into twelve (12) hour increments if the employee so desires and subject to management approval, so long as at the time of scheduling, the vacation doesn't drop staffing below minimum staffing and create call back.

The parties agree that regardless of the flexibility to employees that is provided by the twelve (12) hour vacation scheduling, it shall remain the responsibility of employees to ensure they comply with and attain all required training. The department will be responsible to ensure that reasonable efforts are made to offer required training at times that will reasonably support employee efforts to train. One vacation shift during the contract term may be scheduled in six four (4) hour increments. Employees may request twelve (12) hour and four (4) hour vacation leave only on the date of the leave, subject to management approval. To schedule twelve (12) hour and four (4) hour vacation the employee must report for duty and then request the leave. Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routine training of the Fire Department. Holidays shall be scheduled in twenty-four (24) hour increments.

Bargaining unit members may use 4 hours of accrued vacation leave without advance scheduling as described in Section 4. Utilization of this benefit shall be limited to one instance. It may be requested only after reporting for work. The sole intent of this benefit is to allow members the opportunity to address a non-medical unanticipated emergency that has occurred while the employee is on duty. The use of this absence shall not count against the maximum number of employees allowed off on vacation as described in Section 4. The union agrees that when this benefit is used it shall not result in callback.

Section 6. Bargaining Unit Members that actually work the entire 24-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, , Christmas Day, New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Bargaining unit members regularly assigned to a forty hour per week schedule that are required by the Fire Chief to work an entire eight-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Employees who exchange time as provided in Article 16 shall not be eligible for this benefit.

Section 7. It is agreed that Bargaining Unit Members regularly assigned to a forty hour per week (2,080 hours per year) position will receive the following twelve (12) holidays:

1. New Years Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day

6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day
11. Two (2) Floating holidays available beginning January 1 of each calendar year. Such scheduling subject to the vacation scheduling requirements of the Fire Department.

If a holiday should fall on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. Notwithstanding Section 6 of this article, any employee who is required by the Fire Chief to work on a holiday shall be compensated at the regular rate of pay and will receive an alternate day off.

Section 8.

- a) It is agreed that Bargaining Unit Members permanently assigned to a forty hour per week (2,080 hours per year) position will receive vacation as follows:

Years of Employment	Accrual Rate Per Month (Hours)	Total Annual Vacation Leave (Hours)	Maximum Accumulation
1 – 4	6.667	80	160
5 – 9	10.00	120	240
10 – 14	13.333	160	320
15 – 19	14.667	176	352
20 and over	16.667	200	420

- b) 1. The following conversion rates will be used for any future employee transfers, promotions, or reassignment from a twenty-four (24) to a forty (40) hour work schedule:

The employee's vacation/holiday leave balance provided by Article 18, Section 1 will be adjusted by .714. The employee will immediately begin to receive and take the remaining City Holidays listed in Section 7 and earn vacation leave as described in Section 8. This formula (hours of leave accrual times .714) applies to all personnel who are permanently assigned, promoted or transferred from a twenty-four (24) hour shift to a forty (40) hour per week schedule.

Employees who transfer, promote, or are reassigned from a twenty-four (24) to a forty (40) hour work schedule shall have their vacation/holiday leave balance (as provided by Article

18, Section 1) adjusted by .714. The employee shall then receive a one-time lump-sum payment for any vacation/holiday leave (minus the remaining holiday hours in the calendar year) above the maximum accumulation amount from Article 18, Section 8.a. The hourly rate for the lump-sum payment shall be based on the employee's hourly rate prior to transferring from the twenty-four (24) hour assignment.

2. The following conversion rates will be used for any future employee transfers, promotions or reassignments from a forty (40) hour per week to a twenty-four (24) hour shift work schedule:

The employee will have his vacation leave balance adjusted by 1.4. All remaining eight (8) hour holidays from the date of the transfer to the end of the calendar year will be added to the employee's vacation leave balance. (For example, if three (3) holidays remain, that would result in twenty-four (24) hours of leave being added to the employee's bank.) This formula (hours of leave accrual times 1.4) applies to all personnel who are permanently assigned, promoted or transferred from a forty (40 hour per week to a twenty-four (24) hour shift schedule.

- a. Once the conversion has been completed the following shall apply to the balance allowed to be carried over by the employee transitioning from 40-hour work schedule to a 24/48-hour shift work schedule.
- b. Employees making the transition from a 40-hour work week schedule to a 24/48-hour shift work schedule shall be allowed to exceed the maximum vacation carryover and allowed to carryover all their accrued vacation on December 31 of the same year of the transfer, promotion, or reassignment, to January 1 of the following year.
- c. This shall only be allowed one-time in the year the employee made their transition.

## ARTICLE 19 INJURY LEAVE

Section 1. In the event a Firefighter is injured while engaged in the actual performance of duties and said Firefighter is temporarily incapacitated as a direct result of such injury or illness, said Firefighter shall be entitled to receive up to six months of temporary disability benefits as provided in the Firefighter's Pension and Retirement System. For bargaining unit members temporarily disabled due to a burn injury as described in the pension system the benefit shall be for twelve (12) months.

Section 2. The benefit shall be paid in an amount to be calculated as and equal to the difference between the Workers' Compensation benefits provided for in the Worker's Compensation Act of the State of Oklahoma and as the same may be amended from time to time, if applicable, and the regular monthly net pay as of the time of injury. In no event shall such

Firefighter compensation from all sources exceed his/her regular monthly net pay as of the time of the injury. The employee shall receive his/her full salary for the first ten (10) days from the day of the injury and then a supplement to any Workers' Compensation payments received to maintain the employee at full salary level, not to exceed six (6) months.

Section 3. No benefits shall be payable under this Article for any injuries occasioned by the willful intention of the injured Firefighter to bring about injury to himself/herself or to another, or where the injury resulted from the willful failure of the injured Firefighter to use a guard or protection against the accident furnished for his/her use or where the injury resulted directly from the intoxication of the injured Firefighter while on duty, or where the injury resulted directly from horseplay, playing or pranks engaged in by the injured Firefighter, alone or with others, or failure to follow prescribed procedures.

Section 4. All benefits provided by this Article, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits otherwise provided in this Agreement; nor will this Article otherwise affect any rights or employment benefits otherwise provided in this Agreement.

Section 5. At the expiration of all injury leave benefits herein provided, the Firefighter may, at his/her option, elect to receive his/her accumulated sick leave, if any, or other annual leave then accrued to the credit of the Firefighter as additional time off, but in no event shall said sums of money or compensation paid to the Firefighter exceed his/her regular monthly net pay as of the time of the injury.

Section 6. Employer may require, at any time, the Firefighter to submit to medical examination by a medical doctor or Health Care Professional (**i.e. Physician, Physician Assistant, or Nurse Practitioner**) designated by Employer for the purpose of determining whether or not a claim submitted by a Firefighter is proper, or to determine when any benefits or leave provided for hereunder should be terminated. In the event the Firefighter refuses to submit to such examination, the refusal shall be just cause for terminating all benefits provided by this Article.

Section 7. An employee shall not carry on outside employment while on Injury Leave without the written approval of the Fire Chief. Such approval shall not be unreasonably denied.

## ARTICLE 20 DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Union Local. A check for the total deductions shall be mailed to the Treasurer of the Union no later than fifteen (15) calendar days after the deduction is made. Deductions will not be made from the earned wages of entry-level probationary employees. Fifteen (15) days subsequent to the effective date of this

Agreement, all members of the bargaining unit desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall be notified of any revocation.

Section 2. The City will deduct only Union dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of an increase or decrease in Union dues, the Union will give Employer thirty (30) days' written 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 to the employee is not sufficient to cover the amount to be deducted.

Section 3. City will provide Union Treasurer with a detailed report showing individual's name, division, department, and deduction amount at the 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 of an error or improper deduction, made by the Employer, a proper adjustment of the same shall be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Union dues.

## ARTICLE 21 HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE AND TERM INSURANCE

Section 1. The City of Broken Arrow (Employer) agrees that the selection of the insurance provider for unit members represented by the International Association of Fire Firefighters rest solely with the Union.

Effective January 1, 2004, the Union pursued its option to withdraw from the Employer sponsored health, dental, life and vision insurance program and obtain separate coverage for its bargaining unit members. As a result, only Sections 2 through 10 shall apply.

Section 2. The Union shall be responsible for providing health, dental, life and/or vision benefits to all eligible members of the Broken Arrow Fire Department. For purposes of Article 21 only, eligible members shall be interpreted to include all probationary employees. The Assistant Fire Chief and/or the Fire Chief, at the time of their initial appointment may elect to participate in the Union plan or may elect to participate with the Employer plan. Such election is irrevocable. If either of these employees exercise the option to enroll in the union sponsored health plan the employer agrees to deduct dues from their paycheck. Such deduction is for insurance purposes only. It is further understood and agreed that, although the Union may be required to provide group health, life, dental

and/or vision insurance benefits hereunder, the Union does not represent the Fire Chief or the Assistant Fire Chief or probationary employees. It is further understood that any bargaining unit member who does not enroll in the Union's insurance plan upon becoming eligible, or any member who drops the Union insurance plan wishes to enroll again at a later date shall be subject to the requirements of the providers of the Union insurance plan.

Section 3. Effective July 1, 2023, the Employer agrees to contribute to the Union's insurance plan on a monthly basis the following amounts: \$1,330.18 for each member enrolled under the member plus one dependent or the member with more than one dependent (formally known as family coverage); or \$543.00 for each member enrolled under the single coverage (no dependents). Effective July 1, 2024, the Employer agrees to contribute to the Union's insurance plan on a monthly basis the following amounts: \$1,396.69 for each member enrolled under the member plus one dependent or the member with more than one dependent (formally known as family coverage); or \$570.15 for each member enrolled under the single coverage (no dependents). If the employer cancels its insurance program for the general city employee population during the term of this agreement, the employer agrees to continue to pay to the Union insurance fund the above stated amounts. It is understood that the Employer agrees to a per paycheck payroll deduction from each bargaining unit member's regular wages who elects to enroll in any of the three tiers of insurance coverage. The amount of the deduction shall solely be determined by the Union. If a bargaining unit member has insufficient wages for a payroll deduction then no deduction will be made. The Union shall advise the employer in writing of the per paycheck amount to be deducted from bargaining unit member wages and shall provide the employer 30 days written notice of such amount.

Section 4. The Employer's contribution shall only be used for the purchase of health, life, dental and/or vision insurance benefits. The Employer shall not remit contributions for bargaining unit members who elect not to participate in the Union insurance plans or who have terminated employment. The Employer shall not be responsible for making contribution for any retirees who may elect to participate in the Union plan. The Union will provide the Employer with the name of the entity and the account to which the Employer's contributions will be made and which will be responsible for administering the Employer's contributions for insurance benefits for unit members, together with the organizational document for such entity by December 1 of each year.

Section 5. It is distinctly understood and agreed that the Employer's only obligation is to pay the cost of the group insurance as described in Section 8. In all matters concerning coverage, payments of claims, benefits or the amount thereof, the Union and the insurance providers shall have sole governance.

Section 6. By the 5<sup>th</sup> of each month the Union shall provide to the Employer a monthly accounting of the names of each employee enrolled in its plan and whether the employee is enrolled in single or family coverage. If an employee's election, at any time, is changed from single coverage to family coverage the union shall provide the city sufficient evidence that the union plan is in fact providing insurance coverage to that employees legal dependents. If sufficient evidence is not provided the city shall not be required to honor the election change. Upon receipt of the monthly accounting the employer shall have ten (10) days to transfer the monthly contribution (as defined in

Section 3) to the account specified by the Union. If the employer fails to make payment of the contribution due to the Union insurance fund for any month by the deadline established above, the Union shall have the right to submit such action to binding arbitration by giving the Employer written notice of its intentions not less than 48 hours in advance. No such action shall be taken by the Union unless and until the Union Insurance committee and/or the Executive Board of the Union shall have certified in writing to the Employer that the employer has failed to pay such contribution.

Section 7. It is distinctly understood and agreed that the City's only obligation is to provide the monthly contribution as described in Section 3. The Union agrees to indemnify the Employer against all liabilities in connection with the administration of the Union insurance plan. Provided that this section shall not impose any obligation upon the Union to indemnify the Employer against willful misconduct or negligent acts, or omissions of the employer its agents or employees.

Section 8. The Union shall provide the employer individual group enrollment cards. The execution by eligible Fire Department employees shall demonstrate an election to be covered by the Union plan.

Section 9. Bargaining unit members may continue to participate in the medical spending account and voluntary supplemental benefit programs offered by the City to all other non-union employees provided through the City of Broken Arrow Section 125 Plan, as permitted by law.

Section 10. The Union may, in the future, choose to return to the Employer sponsored health, dental, life and vision plan. The Union shall provide a minimum of sixty (60) days' notice of its desire to return to the Employer sponsored plan. The Union acknowledges that returning to the Employer sponsored plan may subject its members and their dependents to underwriting requirements as required by the provider/carrier/re-insurer etc. Such return shall occur on January 1. The Union also acknowledges that, if it chooses to return to the Employer sponsored plan the Employer is not obligated to make a contribution toward any retiree benefits.

If the Union elects the insurance program provided by the City then Sections 11 through 15 of this article shall apply.

Section 11. The Employer agrees to provide the employees with health, dental and life insurance at no cost to the employee.

Section 12. The employer agrees to offer identical health/dental dependent coverage, subject to compliance with all group plan provisions established in the City's Group Health Benefit Plan Document. The employer will contribute, for Union members, the same percentage or dollar amounts (whichever is greater) toward dependent coverage as non-Union employees receive toward dependent coverage.

Section 13. The Union acknowledges the Employer has and shall continue to have the right to modify, alter or amend the Employer's Insurance plan in whole or in part, provided however

that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 14. The Employer shall also enter into contractual agreements for term life insurance in order to provide \$20,000.00 of term insurance for all full-time employees. Eligibility for enrolling new employees for health insurance and term life insurance shall be in accordance with the term of said contract.

Section 15. Bargaining unit members who retire from service may elect at their expense to purchase the group health program subject to all provisions within the group health plan document. The rate the retiring employee pays shall be 100% of the group plan rate. Nothing in this section shall preclude the employer from exercising its rights under Section 4 of this Article.

Section 16. One bargaining unit member shall be granted four hours of leave with pay to attend the monthly committee meetings, provided the meetings occurs within the bargaining unit member's assigned duty time. Notice of such leave shall be submitted to the Fire Chief no less than ten (10) days in advance of the meeting.

Section 17. The Union shall provide to the City Clerk, on an annual basis, a financial accounting statement for purposes of review and audit of the Employer and employee contributions which have been paid or disbursed by the Union for purposes of providing health, life, dental, and vision insurance coverage to unit members. Said statement shall include information as to where any payments or disbursements have been made and for what purpose.

Section 18. The parties agree that the City will make a per paycheck payroll deduction for each bargaining unit member electing to enroll in the Union's optional vision materials benefit, either single or family coverage. The Union will provide to the City the amount of said fees to be deducted. The City shall not be responsible for making retroactive deductions.

Section 19. The Internal Revenue Service ("IRS") issued a Notice of Proposed Rule -making on December 28, 2012 (the "NPR"), providing guidance under Section 4980H of the Internal Revenue Code ("Code") with respect to the shared responsibility for employers regarding employee health coverage. Section IX (D) of the NPR's Explanation of Provisions provides a special transition rule (the "Transition Rule") that is available to applicable large employers participating in multiemployer plans. It is the intent of the parties to this Agreement that the contributions made by the Employer to the Union's group medical plan in accordance with this Agreement qualify for the Transition Rule, and in this regard, the Union makes the following representations: (i) coverage under the Union's group medical plan is offered to all full-time employees (and the employees' dependents) of the Employer who are members of the Union and the Fire Chief and Assistant Fire Chief of the City of Broken Arrow (collectively, the "Covered Employees"); (ii) the coverage offered to such full-time employees is affordable and provides minimum value; (iii) any waiting period for coverage under the Union's group medical plan complies with the 90-day limitation on waiting periods in Section 2708 of the Public Health Service Act; and (iv) the plan year for the Union's group medical plan is July 1 to June 30. For purposes of the preceding sentence, whether the employee is

a full-time employee is determined under Section 4980H(c)(4) of the Code, whether coverage is affordable is determined under Section 36B(c)(2)(i) of the Code, and whether coverage provides minimum value is determined under Section 36B(c)(2)(C)(ii) of the Code. The Union agrees to provide to the Employer such documentation and to cooperate with the Employer as may be reasonably necessary for the Employer to confirm and maintain its eligibility for the Transition Rule. Further, the parties agree that to the extent that the IRS or other regulatory agency modifies the criteria for the Transition Rule, the parties will negotiate in good faith for the purpose of the ensuring that the Employer will continue to qualify for the Transition Rule as modified, or not be treated as failing to offer the opportunity to enroll in minimum essential coverage to full-time employees (and the employees' dependents) who are Covered Employees or purposes of Section 4980H(a) of the Code, and not be subject to a penalty under Section 4980H(b) of the Code with respect to such full-time employees.

The Union will indemnify and hold harmless the City from and against any claim, loss, costs, expenses, damages, charges, taxes (including excise taxes), civil penalties, reasonable counsel fees, payments and liabilities that the City may incur as a result of a final un-appealable decision that there was a breach of any of the Union's representations or duties in Section 19 hereinabove.

## ARTICLE 22 SICK LEAVE

Section 1. All presently accrued sick leave shall be carried over by each employee under the terms of this Agreement.

Section 2. The Employees shall be governed by the following provisions relating to the accrual and expenditure of sick leave.

Section 3. Shift employees scheduled to work 2,912 hours per year shall accrue sick leave at the rate of (16) sixteen hours per month, and forty-hour employees scheduled to work 2,080 hours per year at the rate of (8) eight hours per month.

Section 4. (a) All sick leave accrual shall be subject to a maximum amount of 1560 hours for shift personnel and a maximum of 1040 hours for forty-hour employees.

(b) The following conversion will be used for employees who are permanently transferred, promoted or reassigned to/from a twenty four (24) hour shift from/to a forty (40) hour work schedule: The number of sick leave hours currently in the employee's bank will be divided by the current maximum allowed to determine the percentage of the current maximum. This percentage will be multiplied by the maximum allowed for the new position to determine the amount of sick leave placed in the employee's bank.

Section 5. After shift employees have accrued 960 hours of sick leave or forty-hour employees have accrued 480 hours and maintains a balance in excess of 960 hours or 480 hours for

the fiscal year, the bargaining unit member shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses:

0-1 days sick leave taken - 30% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

2 day sick leave taken - 22% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

3 days sick leave taken -15% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

4 days sick leave taken - 9% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

Any firefighter using more than 4 days of sick leave during the fiscal year shall not be eligible for this benefit.

Payment of this benefit to occur as a lump sum in the first pay period following June 30th of each year.

Section 6. Sick leave shall be used: (1) when employees are incapacitated by sickness or non-job related injury; including medical, dental or optical diagnosis or treatment; (2) after exposure to a contagious disease when the attendance at duty, in the opinion of the employee's physician **or** **Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner)**, jeopardizes the health of others.

Section 7. Sick leave with pay shall be granted to employees in accordance with the following provisions:

- A. Sick leave shall not exceed the total amount accrued to the employee at the time of his/her absence;
- B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave;
- C. Sick leave shall be charged to the employee by the hour for each hour's absence;
- D. Non-scheduled work days shall not be included in computing sick leave expenditures; and

- E. Sick leave may be used for an absence to an on-the-job injury after injury leave is exhausted.

Section 8. Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Battalion Chief by 7:00 AM. An employee shall not carry on outside employment while on sick leave without the written approval of the Fire Chief.

Section 9. Sick leave with pay in excess of one (1) consecutive shift for reasons of personal illness or injury or serious illness in the employee's immediate family shall be allowed only with the presentation of a written statement by a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) certifying that the employee's condition or the immediate family's condition, prevented the employee from appearing for work. This written statement shall be presented upon the employee returning to work or every thirty (30) calendar days of continuous sick leave whichever is less or as approved by the Department head. If a bargaining unit member has been counseled or disciplined about his/her absenteeism a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) statement certifying an employee's illness may be required after one shift at the direction of the Fire Chief.

Section 10. Under no circumstances will an employee be paid for accumulated sick leave at termination of employment.

Section 11. An employee who abuses sick leave benefits by falsification of sick leave reports, shall be subject to disciplinary action including discharge, and shall be required to make restitution of any compensation the employee received during the period of absence.

## ARTICLE 23

### PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee shall be counted. The President, Vice-President, Secretary/Treasurer and three (3) Trustees of the Bargaining Agent for Firefighters will be retained by the City of Broken Arrow Fire Department in the event of a lay-off, regardless of position seniority, so long as there is work that they have the ability to perform in a Firefighter capacity.

- A. At the time of layoff only accrued vacation and holiday pay shall be paid. [Note: sick leave accrued pursuant to outstanding city personnel rules].
- B. All federal obligations due under COBRA shall be offered in accordance with the statute.

- C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of lay off notification as follows: Should a full time opening occur within the employee's classification, laid off employees will be notified in order of seniority by registered or certified letter to the last known mailing address. Failure to return to work within fourteen (14) calendar days of such notification shall result in forfeiture of re-employment.
- D. During such periods of layoff, there shall be no accrual of any contractual benefit except seniority as set forth in Article VIII Section 3C or except as may be required by applicable federal or state law.
- E. Generally, no new employee will be hired until the laid-off employee list is exhausted as to each available opening. However, should a new position open in an area of work requiring different skills than those generally possessed by laid off employees, then and in that event employer may hire without exhausting such laid off list.

## ARTICLE 24 OVERTIME AND CALL-BACK

Section 1. Any nonexempt or exempt employee **assigned to a 24 hour shift**, who is called in for additional duty, **outside their normal working hours**, shall receive compensation at time and one-half their base hourly rate with a minimum of two (2) hours subject to the Fair Labor Standards Act. The term "called in" shall be defined by an employee being required to physically report to work or **attend a mandatory meeting in person or virtual**. Exempt employees assigned to a traditional 40-hour work week who work in excess of 45 (forty-five) hours per week shall be eligible, at the employee's option, for either straight time premium pay or discretionary leave. This premium pay or discretionary leave shall only apply to those hours in excess of 45 (forty-five) hours per week, without regard to the two (2) hour minimum above and shall be approved by the Chief within thirty (30) days. It is understood any such discretionary leave shall not be hour for hour for exempt employees. For exempt employees, holiday leave shall be considered time worked for the purposes of this article.

Section 2. Any nonexempt employee who is held over at the end of a shift shall receive compensation at time and one-half their base hourly rate. The benefit shall not commence until an employee has been held over for a minimum of fifteen (15) minutes, then the benefit shall be computed retroactively. This benefit shall not be granted to an employee who is voluntarily standing in for another employee (subject to Fair Labor Standards Act regulations).

Section 3. At Management's sole discretion, nonexempt bargaining unit members may be assigned to standby. Standby is an assignment where an employee is required to immediately respond to a call for assistance after the employee's regular work schedule. The employee will be provided a radio or cellular telephone to maintain a freedom of movement as provided in the Fair Labor Standards Act and Exhibit A of this contract. Management in its sole discretion may determine

the length of the callback assignment. To compensate for standby an employee shall receive 1.25 hours of base pay for each full work day the employee is assigned.

**ARTICLE 25**  
**FAIR LABOR STANDARDS ACT**  
**IMPLEMENTATION**

Section 1. The parties recognize and agree they will be required to comply with the F.L.S.A.

Section 2. All bargaining unit members at the rank of Firefighter, Lieutenant and Captain are eligible for overtime compensation as required by the F.L.S.A. for the total actual hours worked beyond 106 in a 14-day cycle, said cycle to be set and supervised by Management. Effective January 8, 2007 bargaining unit members at the rank of Firefighter, Lieutenant and Captain will be eligible for overtime compensation as required by the F.L.S.A. for the total actual hours worked beyond 212 in a 28-day cycle.

Section 3. Actual hours are defined as all hours a Firefighter is scheduled to work, required to work beyond the regular schedule, or called back to work. Vacations, sick leave, injury leave, compensatory time or any other paid or unpaid leave will not be considered as hours worked. Effective January 7, 2008 all paid leaves except for sick leave and injury leave shall be counted as hours worked. Unpaid leave shall not be counted as hours worked.

Section 4. The City (Employer) at any time may direct a Firefighter to leave the premises and or not return to work. The Employer retains the authority to schedule employees, with a goal to restrict the number of hours worked during the 106 hour-14day cycle (212 hour-28 day cycle beginning January 8, 2007) and thus control Fair Labor Standard Act overtime exposure. The affected employee will be granted 24-hour advance notice of the rescheduling decision as contemplated in this Section unless it is considered to be an emergency. [Note: For forty hour a week workers said notice shall be eight (8) hours.]

Section 5. It is understood and agreed that the City has made certain implementation of the Fair Labor Standards Act, said implementation put into effect by official memorandum, marked Exhibit "A," attached hereto and made a part hereof. The memorandum and rules pursuant shall govern members of the bargaining unit, save and except rule modifications issued by the United States Department of Labor. The memorandum shall control implementation if not in conflict with the specific contractual articles.

**ARTICLE 26**  
**MILITARY LEAVE**

Section 1. In addition to the paid military leave required by state or federal laws, an employee on military orders may choose to use his/her accrued vacation leave or take a leave of absence without pay. Use of sick leave is not authorized for military leave of absence.

## ARTICLE 27 COMPENSATION

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 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.

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 paramedic program, (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 until the Medical Director's Authorization is reinstated. The Medical Director shall not suspend an employee's authorization in an arbitrary or capricious manner.

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.

## ARTICLE 28

### UNIFORM ALLOWANCE AND PROTECTIVE GEAR

Section 1. The City will provide each member with a fire helmet, bunker coat, bunker pants, knee boots, day boots, suspenders, gloves, and a flashlight or any other equipment deemed necessary by the Fire Chief.

Such equipment shall be repaired or replaced by the City when in the opinion of the chief officers, such repairs or replacement are deemed necessary. Each member shall be responsible for the proper care and maintenance of the personal gear assigned.

Section 2. All bargaining unit members shall strictly adhere to the uniform standard established by the department. Any firefighter not conforming to the standard shall be subject to disciplinary action.

Section 3. All bargaining unit members will maintain a minimum of two (2) set of uniforms including two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) pairs of uniform trousers. All bargaining unit members shall maintain either Nomex or NFPA approved cotton station uniforms; except those bargaining unit members required to wear white shirts may wear similar type as approved by the Fire Chief. Uniforms shall be worn subject to the Fire Department Standard Operating Procedures and General Orders. Periodic uniform inspections will be conducted as directed by the Fire Chief. Notice of the inspection shall be posted on all department bulletin boards a minimum of one shift in advance.

Section 4. The City shall replace, repair or reimburse a bargaining unit member within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged, destroyed, stolen or lost, as a result of on-the-job duties:

- A. Uniform shirt or pants
- B. Uniform patches, badges, nameplates or other required items in the standard uniform.
- C. Civilian Clothing (Maximum \$100)
- D. Watches (Maximum \$100)
- E. Jewelry (Maximum \$200)
- F. Weapons (For Fire Marshals only)
- G. Hearing Aids
- F. Braces
- H. Dentures

- I. Prescription contact lenses (up to \$90)
- J. Prescription eyeglasses (up to \$200)
- K. Leather goods, hearing protection and protective glasses used at the firing range (For Fire Marshals only)
- L. Safety Sunglasses that meet ANSI Z87.1-2015 standards for safety eyewear up to a maximum of one hundred and fifty (\$150) dollars.

The bargaining unit member shall be required to provide a written explanation to the Fire Chief concerning the circumstances of how the item was damaged, destroyed, stolen or lost. The bargaining unit member shall also be required to provide a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost personal property.

Section 5. The City shall provide each Fire Marshal and Fire Investigator personal body armor. Each Marshal and Fire Investigator may select the type of body armor preferred among those approved by management. The City will pay a maximum of \$450 toward the purchase of said equipment. Each Marshal shall be required to wear the personal body armor while on duty, however, the Fire Chief may waive such requirement.

## ARTICLE 29 DRUG AND ALCOHOL TESTING

The Union and its bargaining unit members agree to comply with all of the provisions described in the Drug and Alcohol Testing regulations as described in the attached Exhibit "B". All testing of bargaining unit members required by the City shall occur during the regular work period of such employee.

## ARTICLE 30 PROMOTIONS

Section 1. As has been established by city ordinance and policy the testing and screening methods for promotions are determined by the Fire Chief and will be announced in advance of accepting applications from qualified candidates.

Section 2. Promotion shall be subject to evaluation, seniority, education and ability. Each year of service with the Broken Arrow Fire Department shall count as one point on any competitive examination for promotion for a maximum of 20 points. College hours from a nationally recognized accredited university shall count as points on any competitive examination as follows:

- 60 – 89 hours of credit – 5 points
- 90 – 119 hours of credit – 7.5 points
- 120+ hours of credit – 10 points

The sum total of a candidate's written examination and/or skills examination, assessment center raw score, seniority, and education will determine his or her final score and ranking on the promotional eligibility list. Employees will be allowed to review promotional tests at an appropriate time.

Section 3. The Union may appoint a bargaining unit member to observe promotional testing. The appointee shall be at or above the rank for which testing is being held and shall be mutually agreed upon by the Union and the Fire Chief and shall abide by all confidentiality requirements of the testing process. However, it is recognized that some of the upper ranks (positions above grade 305) have a limited number of employees and as a result recruiting an observer may be difficult. Therefore, in those situations when an observer is unattainable the Fire Chief and Union President may mutually agree to select another bargaining unit member to serve as the observer.

Section 4. Promotion ranking lists shall remain in effect for 12 months from the date of the first promotion from that list. The Fire Chief shall have the authority to select for promotion from the top three candidates on any promotional eligibility list. In the event the Fire Chief exercises the option to choose a lower scoring candidate for promotion out of the top three candidates, any higher scoring candidate shall be given a written explanation as to why he/she was not chosen for the position.

Section 5. Each year, at a time determined by the Fire Chief, the City will schedule an assessment center orientation. Any interested bargaining unit member may attend. The orientation will provide information on how an assessment center works and may provide examples of job-simulated exercises. Employees are encouraged, but not required to attend.

Section 6. The eligibility cut-off for all promotions shall be the date the vacancy occurred.

All promotions to vacant positions shall be made within a maximum of one-hundred eighty (180) days from the date of the vacancy when there is not an active promotional eligibility list. Any extension of this maximum timeline shall require a written and signed agreement by both parties. In the event there is no such agreement and a promotion extends beyond the one-hundred eighty (180) day maximum, the resulting promotion to a vacant position shall be effective, in all respects, including but not limited to wages, benefits and seniority, not later than the one-hundred eightieth (180<sup>th</sup>) day as herein stated.

Section 7. Within 30 days of a promotion the bargaining unit member will participate in an orientation program where in general the duties and responsibilities and expectations of the recently promoted employee will be discussed.

## ARTICLE 31 SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstances 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 subscribed hereto.

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood and agreed that the time limits found in this Agreement may be extended by mutual concurrence.

#### ARTICLE 32 DEATH BENEFIT

Section 1. The City shall provide a special death benefit in the amount of \$25,000 to the survivor of any employee covered by this Agreement who dies while employed with the City of Broken Arrow. For purposes of this Agreement, survivor shall be the person(s) who is indicated as the beneficiary of the employee's pension or as otherwise provided by law.

#### ARTICLE 33 CITY ISSUED WEAPON

Section 1. The City agrees to allow a retiring bargaining unit member in the Fire Prevention Division with a minimum of 20 years of service the opportunity to retain their city issued handgun at no cost. No benefit is provided to any Fire Prevention member who retires with less than 20 years of service. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F weapons forms must be properly completed. Any and all fees will be at the expense of the employee.

ARTICLE 34  
DURATION OF AGREEMENT

This contract shall be effective as of the 1<sup>st</sup> day of July 2023 and shall remain in force and effect until June 30, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands this    day of \_\_\_\_\_, 2023.

**CITY OF BROKEN ARROW, OKLAHOMA**  
**Municipal Corporation**

BY: \_\_\_\_\_  
**MAYOR**

ATTEST: \_\_\_\_\_  
**CITY CLERK**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL 2551**

BY: \_\_\_\_\_  
**PRESIDENT – IAFF Local 2551**

ATTEST: \_\_\_\_\_  
**SECRETARY**