AGREEMENT BETWEEN

THE CITY OF NORMAN, OKLAHOMA

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 2067

FISCAL YEAR ENDING 2023

JULY 1, 2022 - JUNE 30, 2023

(CITY-IAFF FYE 23)

TABLE OF CONTENTS

PREAMBLE 1

Article l - RECOGNITION 1

Article 2 - MANAGEMENT RIGHTS 2

Article 3 - NONDISCRIMINATION 3

Article 4 - EQUAL EMPLOYMENT OPPORTUNITY 4

Article 5 - STRIKES AND LOCKOUTS 4

Article 6 - MATTERS APPROPRIATE FOR CONSULTATION 5

Article 7 - PERSONNEL DISCIPLINE AND DISCHARGE 6

Article 8 - GRIEVANCE PROCEDURE 6

Article 9 – SOCIAL MEDIA ACTIVITIES 7

Article l0 - CHECK-OFF OF DUES 9

Article 11 - SAFETY COUNCIL 12

Article l2 - BULLETIN BOARDS 12

Article l3 - HOURS OF WORK 13

Article l4 - OVERTIME AND CALLBACK 14

Article l5 - PROMOTIONAL PROCEDURES 15

Article l6 - PERFORMANCE EVALUATION 23

Article l7 - REDUCTION IN FORCE 23

Article l8 - HOLIDAYS 23

Article 19 – COURT AND JURY LEAVE 25

Article 20 - MILITARY LEAVE 25

Article 21 - SICK LEAVE 27

Article 21(A) - FUNERAL LEAVE 29

Article 22 – VACATION LEAVE 30

Article 23 - LEAVE OF ABSENCE WITHOUT PAY 31

Article 24 - ON THE JOB INJURY LEAVE 33

Article 25 - WAGES 35

Article 26 - HEALTH AND DENTAL INSURANCE 35

Article 27 - UNIFORMS 36

Article 28 - RESERVED 36

Article 29 - INCENTIVE PAY 36

Article 29(A) - TUITION ASSISTANCE 39

Article 30 – OUTSIDE EMPLOYMENT 39

Article 31 - LONGEVITY PAY 40

Article 32 - UNION BUSINESS 40

Article 33 - WORKING OUT OF CLASSIFICATION PAY 41

Article 34 - MISCELLANEOUS 41

Article 35 - SAVINGS CLAUSE 41

Article 36 - DURATION OF AGREEMENT 42

APPENDICES

APPENDIX A - Pay Plan (FYE 23)

APPENDIX B - IAFF Officers (to be designated by the Union)

APPENDIX C - MOU (FLSA Overtime)

APPENDIX D - MOU (Health Ins. Benefits 03)

APPENDIX E - Tentative Agreement (FYE 05)

APPENDIX F - Settlement Offer (FYE 07 & 08)

APPENDIX G - Medical Benefit Plan

APPENDIX H - Health Insurance Premiums

APPENDIX I - Substance Abuse Policy

APPENDIX J - MOU (Training/Rank Addition FYE 07)

APPENDIX J-1- MOU (Rank Restructure FYE 13)

APPENDIX K - MOU - HazMat Pay 2005

APPENDIX K - Addendum to MOU - HazMat

APPENDIX L - Tentative Agreement (FYE 09 & 10)

APPENDIX M - MOU (Wellness Program)

APPENDIX M-1 - Wellness Program Description

APPENDIX N - Tentative Agreement (FYE 12)

APPENDIX O - Tentative Agreement (FYE 13)

APPENDIX P - Tentative Agreement (FYE 14)

APPENDIX Q - MOU (Merit Steps)

APPENDIX R - Tentative Agreement (FYE 15)

APPENDIX S - Tentative Agreement (FYE 16)

APPENDIX T – Tentative Agreement (FYE 17)

APPENDIX U – Tentative Agreement (FYE 18-19)

APPENDIX V – Tentative Agreement (FYE 20)

APPENDIX W – Memorandum of Understanding (Rollover FYE 20 contract)

APPENDIX X – Tentative Agreement (FYE 22)

APPENDIX Y – Tentative Agreement (FYE 23)

PREAMBLE

This agreement is entered into by the City of Norman, Oklahoma, hereinafter referred to as the City and Local No. 2067, International Association of Firefighters, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relationships between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; to insure the well-being of said employees and the efficient and economical operation of the departments in which they are employed; and the establishment of rates of pay, hours worked, and other conditions of employment. This agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this agreement and the procedures which it establishes for the resolution of differences is intended to be in all respects in the public interest.

It is mutually agreed: The City's obligation to provide efficient responsive service to the citizens of the City of Norman and fulfill its obligations to deal equitably with its employees should not be obstructed by disputes between it and its employees.

ARTICLE 1

RECOGNITION

Section 1. The City of Norman recognizes the International Association of Firefighters, Local No. 2067, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment. The employer further agrees to bargain in good faith with the Union on matters relating to wages, hours, and other conditions of employment.

Section 2. The International Association of Firefighters, Local No. 2067 hereby recognizes Ordinance No. O-7576-1, adopted by the City Council on the 19th day of August, 1975, and accepts its provisions as part of this Agreement, unless or until changed by law.

Section 3. The Union recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Norman for the purpose of collective bargaining. The Union further agrees to bargain in good faith with the City Manager or his designees, on matters relating to wages, hours, and other conditions of employment. Both the City and the IAFF agree to abide by the standard of absolute good faith during collective bargaining.

Section 4. The term “employee” as used herein shall be all uniformed fire personnel of the City of Norman, but does not include, for the purpose of exclusive recognition, the Fire Chief and an Administrative Assistant to be designated by the Fire Chief nor any confidential employee, nor temporary or seasonal employee hired for a time certain of less than six (6) months during a fiscal year. All employees (all members of the Norman Fire Department as defined in Appendix A of this contract) shall be covered by this contract. Should State legislation become effective which addresses the matter of clarifying the definition or makeup of the bargaining unit, the employer and the Union shall consult with the intent of conforming this Article to such legislation.

Section 5. Probationary employees, those employees with less than twelve (12) months of service, shall be covered under the terms and conditions of employment set forth in this Agreement.

a. A probationary employee shall have no right of appeal if terminated.

b. Probationary employees are not eligible to receive incentive pay as outlined in Article 29 until successful completion of the Fire Training Academy.

c. It is further understood that in addition to attending the Fire Training Academy which typically involves forty (40) hours per week, the probationary employee may be subject to additional training hours to maximize the training effort and exposure to the essential functions and responsibilities of a Firefighter. Such probationary employees will be eligible for overtime for any hours worked in excess of 106 hours in a fourteen (14) day period exclusive of any paid time off as provided in Article 13, Section 1 of this Agreement.

d. Probationary employees must be employed by the City for six (6) months of continuous service before being eligible to expend vacation leave.

e. Probationary employees shall not be eligible for injury leave benefits for injuries incurred during the twelve (12) month probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Workers' Compensation Act.

f. Probationary employees will not be allowed to exchange time for the first six (6) months of employment unless approved by the Assistant Chief.

g. Probationary employees will be evaluated six (6) months and thirty (30) days before expiration of the twelve (12) month probationary status. A transfer from probationary to permanent status will depend on the evaluations of performance during the probationary period. Probationary employees may be terminated if performance is not satisfactory.

Section 6. Due to an Oklahoma Supreme Court Decision in October of 1984 which interpreted certain provisions of the Fire and Police Arbitration Law 11 O.S. 1981 §15-101 through 51 -113 dealing with the definition of the bargaining unit, certain heretofore excluded management employees have been included in the bargaining unit as of July 1, 1985. For those employees affected, any benefits previously gained or accrued under the City Personnel Policy shall not be reduced due to an employee's position being assigned to the bargaining unit. Conversely, any increased benefits gained thereby would accrue to the employee's benefit.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The Union recognizes that the City has the exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, or modified by this Agreement, is retained by the City.

Section 2. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City of Norman to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, nor shall the right to collective bargaining extend to such matters.

Section 3. The employer retains the right, in accordance with the Code and Charter of the City of Norman:

a. To hire, direct, promote, and take disciplinary action against employees, subject to the provisions of this Agreement;

b. To relieve employees from duties because of lack of work or for other legitimate reasons, subject to the provisions of this Agreement;

c. To maintain the efficiency of government operations entrusted to them;

d. To determine the methods, means, and personnel, by which such operations are to be conducted;

e. To take whatever action may be necessary to carry out the mission of the City in situations of emergency; and

f. To implement furlough days, merit freezes, or other economic reductions as an alternative to reduction of force measures as outlined in Article 17 of this contract, subject to agreement between the employer and the Union at any time of financial crisis.

ARTICLE 3

NONDISCRIMINATION

Section 1. No employee or an individual being considered for employment shall be favored or subjected to discrimination by management or by the Union because of disability, race, creed, religion, color, sex, sexual orientation, age, or national origin, relationship to any person or persons, or political or Union activities, other than those prohibited by this Agreement.

Section 2. Management and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further will urge the employees that there will be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 3. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The City and the Union are committed to the concept and practice of equal opportunity employment as a necessary component of merit principles, which is a phase of affirmative action.

Section 2. The equal opportunity employment commitment will be supported by positive and aggressive practical practices and procedures, which will insure nondiscrimination and equal employment opportunity for racial and ethnic minorities, the employment of disadvantaged and women in securing admission in the City employment force and promotional opportunities at all job levels.

Section 3. The general objectives of the City and the Union in equal employment opportunity will be:

a. To engage in continuous planning and monitoring of the effects of practices in order to eliminate and prevent the occurrence of arbitrary, discriminatory practices and policies related to employment, membership, and promotion; and

b. To take positive steps to solicit applicants for employment and membership from minority groups and women's organizations.

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1. The Union, its officers, and members shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor shall any of them in any manner, coerce, intimidate, instigate, induce, sanction, suggest, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism or any type of concerted work stoppage. Any employee engaging in such activity shall be subject to disciplinary action. The Union, its officers, and members shall take all reasonable action to prevent any persons or parties from engaging in the above prohibited conduct, or by providing funds, financial and 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; provided, however, that the Union may provide legal representation. The City agrees that no lockouts of employees shall be instituted. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood and as defined in Ordinance 0-7576-1.

Section 2. Upon notification confirmed in writing by Employer to the Union that certain of its members are engaging in the above prohibited conduct, the Union shall immediately, in writing, order such members to cease such prohibited conduct. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that such prohibited conduct is in progress or has taken place or that any particular member is or has engaged in such prohibited conduct. The notification shall be made solely on the representation of the Employer. In the event that the above prohibited conduct occurs,

the Union, its officers, and members agree to take all reasonable, necessary, and affirmative action to have the members cease such prohibited conduct.

ARTICLE 6

MATTERS APPROPRIATE FOR CONSULTATION

Section 1. Matters appropriate for consultation between the parties include wages, hours, performance evaluation systems, the Employee Drug Free Workplace Administrative Guidelines, and working conditions under the terms and conditions of this Labor Agreement and areas of mutual concern. For the purpose of this Agreement, consultation is defined as mutual discussion of matters appropriate for consultation which are within the discretion of the department in an effort to reach mutual understanding, receive clarification and/or information affecting employees in the bargaining unit.

Section 2. All rights, privileges, work rules, regulations, policies, and procedures of the Fire Department which are not included in this Agreement shall remain in full force unless and except as modified or changed by the specific terms of this Agreement, or by mutual agreement of the parties during the term of this Agreement.

Section 3. A written rule, regulation, policy or procedure in conflict with this Labor Agreement may be resolved by modification, as it affects bargaining unit employees, of such rule, regulation, policy or procedure to be compatible with this Agreement through consultation between the parties.

Section 4. Consultation meetings between Union representatives and Management shall be arranged upon the request of either party. Consultation meetings shall be called by the City consistent with confidentiality, or other legal restrictions, to advise the Union of any anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for intermittent consultation meeting shall be made five (5) calendar days in advance, whenever possible, and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested.

Section 5. When contact is required by the Union President with Management on matters within the scope of this Article, the point of contact is the Director of Human Resources or his designee. Where contact is required by Management with the Union, the point of contact is the local Union President or his designee.

Section 6. If the Union requests consultation, it shall bear the costs of expenses and compensation for its own representatives. If the City requests consultation, it shall bear the costs of expenses and compensation for employee Union representatives for time spent in consultation.

ARTICLE 7

PERSONNEL DISCIPLINE AND DISCHARGE

Section 1. The City reserves the right to discipline or discharge any employee for just cause. It is understood that the application of just cause as a basis for disciplinary action or discharge includes the principle that the weight to be given prior recorded disciplinary action is reduced by a reasonable passage of time.

Section 2. The employer agrees to make reasonable effort to cause supervisors to administer necessary reprimands to employees under circumstances which will avoid unnecessary embarrassment to the employee.

Section 3. The right of the employer to establish rules and regulations regarding working practices and personal conduct of employees while on duty is recognized.

Section 4. The employee will have access to the grievance procedure outlined in Article 8 of this agreement for any disputes arising out of disciplinary actions or discharge.

Section 5. A meeting between an employee and the supervisor or Fire Chief during which the principle topic of discussion is discipline or potential disciplinary action will entitle the employee involved to request the presence of a Union representative during such meeting. If such request is made, it shall be honored. This employee right does not, however, exclude the employer from discussing policies, procedures or other matters related to employment with the employee informally and without the presence of a Union representative.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Any dispute between the employer and the Union concerning the interpretation, enforcement or the application of any provisions of this agreement shall be adjusted in the following manner:

Step 1. A grievance shall be presented in writing to the Fire Chief or his designee within ten (10) days of occurrence (excluding Saturdays, Sundays, and holidays). Copies shall be made available to the employee or employees if applicable, the Union, and the Director of Human Resources. The Fire Chief or his designee may meet with the employee, the Union, and consult with others before rendering his decision. The Fire Chief or his designee, shall render his decision, in writing, within ten (10) days (excluding Saturdays, Sundays, and holidays) of receipt of the original grievance.

Step 2. A grievance not satisfactorily resolved in Step 1 above, shall be submitted, in writing, within ten (10) days (excluding Saturdays, Sundays, and holidays) to the City Manager. The City Manager will consider all information presented and may consult or meet with the employee, the Union, and others in reaching a decision.

The City Manager shall render his decision within ten (10) days (excluding Saturdays, Sundays, and holidays) of receipt of the Union's grievance.

Step 3. If the City Manager has not settled the grievance upon the completion of Step 2 above, a request to submit the issue to arbitration for adjustment shall be requested within thirty (30) calendar days of receipt of the City Manager's response as follows:

1. Within seven (7) calendar days from the date of a request for arbitration the Union and employer shall jointly request an arbitrator to conduct a hearing under the voluntary labor arbitration rules of the American Arbitration Association if the two parties have not agreed on an arbitrator. The parties shall share equally the cost of the arbitrator's fees and expenses.

2. The arbitrator's award shall be consistent with the authority granted the arbitrator by the Agreement and the Norman City Code and the Charter of the City.

3. The arbitrator shall have no authority to amend, alter or modify this Agreement on its terms.

4. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this agreement as long as those decisions have not exceeded the arbitrator's authority as set out herein.

5. The parties to this Agreement may, at any time, satisfactorily resolve the grievance and, thereby, jointly notify, in writing, the arbitrator that the arbitration proceedings should cease.

Section 2. It is understood and agreed that when a grievance is filed the act of filing such grievance shall constitute authorization to reveal to participants in the grievance procedure any and all information available concerning said grievance. Such filing shall further constitute a release from any and all claim of liability by reason of such disclosure.

ARTICLE 9

SOCIAL MEDIA ACTIVITIES

Section 1. The secure use of social media can enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy is not meant to address one particular form of social media; rather social media in general, as advances in technology will occur and new tools will emerge.

Section 2. Social media provides a new and potentially valuable means of assisting the City and its employees in meeting community outreach. The personal use of social media can have bearing on employees in their official capacity.

Section 3. Official On-the-Job Use - Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the City's presence on the website. Where possible, the page(s) should link to the City's official website. All City social media sites or pages shall be approved by the City Manager or his/her designee in coordination with Information Technology to ensure consistency of City brand and messaging.

a. Where possible, social media pages shall clearly indicate they are maintained by the specific department and shall have department contact information prominently displayed.

b. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies (located in the IT Policy Library located at \\con-isilon\city\Public IT Policy Library).

c. Employees shall conduct themselves at all times as representatives of the City and accordingly, shall adhere to all City standards of conduct and observe conventionally accepted protocols and proper decorum.

d. Employees shall identify themselves as a member of the City.

e. Employees shall not make statements or comments, nor post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department activities, or work-related assignments without express permission from their Department Director.

f. Employees shall not conduct political activities or private business.

g. Use of personally owned devices to administer the City's social media activities or in the course of official duties is prohibited without express written permission.

h. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.

Section 4. Barring state law, employees shall abide by the following when using social media on their personal time.

a. Employees are free to express themselves as private citizens on social media as protected by law but such expression must be carefully exercised so as to not cause disruption or discredit to their employer, the City of Norman, unless and except when a "whistle blower" and or matter of public concern is expressed. Employees shall not post remarks that are or would be reasonably known to be false, illegal or unlawful.

b. Employees should assume that their speech and related activity on publicly available social media sites could reflect upon their City employment and could be viewed by anyone, including City officials.

c. Employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment and that could reasonably be considered to represent the views or positions of the City without written permission from their supervisor.

d. For safety and security reasons, employees are cautioned not to post information that would jeopardize the safety and security of another member of the Fire Department, employees of the City of Norman or their family members, or citizens.

e. Although not an all-inclusive list, some examples of inappropriate social media conduct that could result in an employee being subject to disciplinary processes include: posts that include obscene or sexually explicit language, images, or acts and statements or include threats of violence.

f. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be viewed by anyone, including City officials.

g. Employees should refrain from using social media in an excessive manner during their work hours or on City equipment unless it is work-related or as authorized by your supervisor. Use of social media which interferes with or detracts from job performance is prohibited. Employees shall not use the City's email addresses to register on social networks, blogs or other online tools utilized for personal use.

ARTICLE 10

CHECK-OFF OF DUES

Section 1. Deduction of Union Dues or Fair Share Fee - The City agrees to deduct the regular monthly Union dues from the available wages earned each pay period by any Union member, and the regular monthly Union Fair Share Fee from the available wages earned each pay period by any non-member of the Union provided that an "Authorization for Payroll Deduction" form (Appendix C) has been completed and submitted as provided in Section 2 below. The amount deducted each pay period shall be remitted to the Union, together with an itemized statement no later than fifteen (15) business days after the deduction is made. The itemized statement shall indicate the name, employee number, agency/department/division and section, and the deduction amount for each contributing employee. The parties agree that no payroll deductions shall be made for initiation fees, special assessments, fines, or any other Union business except Union dues and Union Fair Share fees.

The parties agree that the City will deduct Union dues or fair share fees only for employees who have voluntarily signed 'Authorization for Payroll Deduction' forms. The parties further agree that it is not a condition of employment for employees to be Union members or for employees to pay Union dues.

Section 2. Authorization for Payroll Deduction Form - Individual employee requests and authorization for the monthly check off of Union dues must be made on the "Authorization for Payroll Deduction" form which is set forth in Appendix C of this Agreement.

In the case of an employee who fails or refuses to complete and submit the "Authorization for Payroll Deduction" form, and pursuant to Section 1 above, that employee shall be personally responsible for making the monthly Union dues or Union Fair Share fee payment directly to the Union in some other manner.

Section 3. Union Dues and Fair Share Fee Rates - The regular monthly Union dues and Fair Share fee rates for bargaining unit employees shall be established by the Union, provided that the Fair Share fee rate shall not exceed Union dues rate. Any change in these rates will be certified to the City Manager by an authorized officer or officers of the Union at least one (1) month in advance of the effective date of such change.

Section 4. Union Dues and Fair Share Refunds - The Union agrees to refund to the City any amount paid to it in error on account of the Union dues or Fair Share fee payroll deductions upon presentation of satisfactory proof.

Section 5. Limitations on the Use of Fair Share Payments - The parties agree that the Fair Share fee payments collected pursuant to this Article shall be used by the Union for the following purposes only:

a. Expenses relating to the negotiation of this and any succeeding Agreement;

b. Expenses relating to the administration of this Agreement;

c. Expenses relating to the adjustment of grievances filed pursuant to this Agreement;

d. Expenses relating to lobbying activities, provided that these activities relate to the Union's collective bargaining effort;

e. Expenses otherwise permitted by law to be included in the Fair Share fee amount.

In no event shall any such Fair Share fee payment be exacted or used for the following purposes:

a. Training in voter registration, get-out-the vote, and political campaign techniques;

b. Supporting and contributing to charitable organizations;

c. Supporting and contributing to political organizations and candidates for public office;

d. Supporting and contributing to ideological causes;

e. Supporting and contributing to international affairs.

Section 6. Appeal of Fair Share Computation - Should any employee who is required involuntarily to pay the monthly Fair Share fee dispute the amount withheld pursuant to this Article, then that employee may file a written complaint with the Union to that effect, listing the reasons for the dispute. Said complaint may be filed solely on the basis that the Fair Share fee payment amount includes expenses not permitted under Section 5 above. The employee shall provide a copy of the complaint to the City's Human Resources Director.

When a complaint is filed with the Union, the Union shall consider said complaint in accordance with procedures established by it and shall, within two (2) months following the date of the complaint, determine whether the required Fair Share fee payment amount includes any expenses not permitted by Section 5 above. If the Union determines that the Fair Share fee payment amount includes unpermitted expenses, then it shall adjust the monthly Fair Share fee rate so as to exclude the unpermitted expenses. Pursuant to and in accordance with Section 3 above, the Union shall

notify the City of any such change in the regular monthly Fair Share fee rate, in which case this revised Fair Share fee rate shall become the amount withheld each month.

If the employee is not satisfied with the decision of the Union, then that employee may within one (1) month following the issuance of the decision by the Union notify the Human Resources Director and the Union that he or she wishes the complaint submitted to and determined by binding arbitration. The Human Resources Director shall then request either the American Arbitration Association or the Federal Mediation and Conciliation Service to provide the Union and the employee with a list of seven (7) qualified arbitrators. The Union and the employee shall then select the arbitrator by the "striking" process, with the employee having the right to "strike" the first name from the list. The arbitrator so selected shall determine, after a hearing during which both the Union and the employee shall be entitled to present all relevant information concerning whether the Fair Share fee payment amount includes expenses not permitted under Section 5 above, he or she shall determine a new monthly Fair Share rate which excludes these unpermitted expenses. This revised Fair Share rate shall become the amount withheld each month. The cost of such arbitration shall be borne equally by the employee and the Union.

From the date the Union receives notice of the complaint of the employee referred to above, the Union shall thereafter deposit the employee's monthly Fair Share fee payments in an interest bearing escrow account, pending the outcome of the determination of the question. The Union shall distribute the proceeds of the escrow account in accordance with the final decision in the matter, paying earned interest in proportion to payments to the Union and the employee if a new monthly Fair Share fee rate is determined by the final decision.

Section 7. Religious Exemptions - An employee who would otherwise be required in accordance with Section 1 to pay the monthly Union dues or Union Fair Share fee may, on account of bona fide religious tenets or teachings or a church or religious body of which that employee is a member, refuse to pay the monthly dues or fee; provided, however, that said right to refuse shall continue only so long as the employee makes monthly contributions at least equal in amount to the monthly Fair Share fee amount to a non-religious charitable organization mutually agreed upon by the employees so refusing and the Union. In this regard, the employee shall be required, on a monthly basis, to furnish a written receipt to the Union verifying that such monthly contribution has been made.

The Union shall certify to the names of all such employees who are relieved of the obligation to pay the monthly Fair Share fee by virtue of this Section. Furthermore, and in this same regard, it shall be the sole obligation of the Union to verify that the monthly charitable contributions contemplated have actually been made and that said employees are therefore not subject to the involuntary Fair Share fee payment requirement and payroll deduction.

Section 8. Union Indemnification - The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, costs, expenses or other forms of liability, including reasonable attorney's fees and costs, arising from or incurred as a result of any action taken or not taken by the City, its officers, agents, employees or representatives, including but not limited to claims arising under the United States Constitution or under any federal statute, in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the City by the Union pursuant to this Article; and including but not limited to any charge that the City failed to discharge any duty owed to its employees arising out of

the involuntary Fair Share fee payroll deduction. The City shall immediately inform the Union of any appeals or legal actions regarding this Article.

Section 9. Exception to the City's Duty to Collect - Nothing contained in this Article shall require the City to take any action to collect the monthly Fair Share fee payment from any employee in any given pay period, except to the extent that such employee earns sufficient net wages from the City during that pay period to cover the necessary payroll deduction.

ARTICLE 11

SAFETY COUNCIL

The City and the Union are committed to the goal of attaining as safe and healthful a working environment for City employees as is both possible and practical. In this regard, the City and the Union agree to work together cooperatively in the promotion and achievement of this goal. The Union recognizes the need to constantly monitor the safety needs of the workplace and to continually develop the safety program. In this regard it recognizes that the City Manager or his/her designee may institute and formulate such safety councils, committees, procedures, rules and regulations including a process for drug and alcohol testing as set forth in Appendix I, as deemed necessary or in the best interest of maintaining a safe working environment, subject to consultation as provided in Article 6 of this agreement.

ARTICLE 12

BULLETIN BOARDS

Section 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of Union informational notices. Such notices shall contain no political, controversial, slanderous, or inflammatory matter, as these terms are commonly defined in this community.

a. Recreational and social affairs of the Union

b. Union meetings

c. Union elections

d. Reports of Union committees

e. Rules or policies of the Union

f. Other notices as approved for posting by the Human Resources Director or his/her designee

Section 2. The City reserves the right to remove any material from such bulletin boards which, in the opinion of management, does not conform to the purpose of this Article.

Section 3. Only designated bulletin boards shall be used for posting any material on City property.

ARTICLE 13

HOURS OF WORK

Section 1. The normal workday for shift personnel shall consist of a twenty-four (24) hours. The work period shall be defined as a twenty-four (24) day period. Employees will be paid on an hours-worked basis. Paid leave time to include vacation, funeral, compensatory and military leave shall be counted as hours worked for overtime computation purposes for 24 hour shift employees. Inclusion of any another leave as hours worked will be noted in a Memorandum of Understanding attached as an Appendix to the Agreement. Hours worked on an emergency call out basis will be paid as overtime and shall count as hours worked for 40 hours per week and 24 hour shift employees (except exempt employees.) All hours worked in addition to the regularly scheduled work period shall be compensated as overtime. Sick leave, vacation leave, or emergency leave shall count as hours worked for 40 hour per week employees.

Section 2. The normal workday for all other personnel shall consist of eight (8) hours in a five (5) day workweek or ten (10) hours in a four (4) day workweek. The normal workweek shall be forty (40) hours by mutual agreement.

Section 3. The normal workday tour of duty for shift personnel shall begin at 7:00 a.m. and end at 7:00 a.m. the following day.

Section 4. The normal daily tour of duty for all other personnel working a five (5) day workweek will normally begin at 8:00 a.m. and end at 5:00 p.m., with one (1) hour lunch break. The normal daily tour of duty for personnel working a four (4) day workweek will normally begin at 7:00 a.m. and end at 5:00 p.m., with a 30 minute lunch break on a "time available, subject to call" basis. The officer in charge has the right to change these normal hours of work to meet job requirements when necessary.

Section 5. The standard hours that are established for full-time shift personnel will vary according to the frequency of shifts that the firefighters are scheduled to work in a work period of twenty-four (24) days. Employees shall continue to work the current, three (3) platoon, twenty-four (24) hour shift, as per the previous year. All overtime compensation shall be paid according to the provisions of the Fair Labor Standards Act. The standard hours established for all other full-time employees shall total forty (40) hours a week.

Section 6. Nothing in this agreement shall prevent the employer from establishing different hours of work if legislation should become effective, requiring the City to pay overtime for any hours over forty (40) per week for employees assigned to twenty-four (24) hours shift schedules.

Section 7. The City agrees that employees shall have the right to duty exchange time when the change does not interfere with the operation of the Norman Fire Department.

a. Duty exchange is defined as a voluntary exchange of work duty/time between two employees due to a n employee's desire or need to attend to personal matters; duty exchange shall not be required by the City; duty exchange shall be between employees of like job skills and knowledge. The employee normally scheduled to work shall be credited as if he/she had worked his/her normal schedule for that shift.

b. Duty exchange shall first be approved by the immediate officer in charge, and must be in compliance with affected laws and legislation. The substituting employee must personally/physically replace the employee he is working for (i.e., to allow the employee normally assigned the shift to either not show up for that shift or to leave if the exchange involves a partial shift).

c. Duty exchange will only be denied for cause which may include unlike job skills and knowledge or when there is indication that job skills or knowledge is deteriorating due to frequent and/or repeated absence during scheduled training sessions, apparatus, yard or station days, etc. Cause for denial of duty exchange shall, when possible, be discussed with the employee prior to denial. The parties agree that an employee shall not work in excess of three (3) consecutive shifts, except under circumstances of emergency callback. Further, except when the Chief declares an emergency; an employee will be required to be away from the job for a minimum of twenty-four (24) hours after working part or all of three (3) consecutive work shifts.

d. An employee who arranges for another employee to work for him (duty exchange) may not do so in excess of ninety-six (96) hours per calendar month and not in excess of five hundred seventy-six (576) hours per calendar year.

However, the maximum duty exchange may be exceeded at the discretion of the Fire Chief or his designee based on unusual hardship and not in an arbitrary, capricious or discriminatory manner.

e. Proper time records must only be kept to reflect who is actually working (i.e., log books, computer entries, etc.) and related duty exchange hours per month and per year requirements or as required by applicable law. Probationary employees will not be allowed to exchange time for the first six (6) months of employment unless approved by the Assistant Chief.

Section 8. This Article is not intended to affect the right of the employer to implement a reduction in force when necessary.

ARTICLE 14

OVERTIME AND CALLBACK

Section 1. All members of the bargaining unit shall be eligible for overtime.

Section 2. Employees shall receive overtime for hours worked in excess of 182 hours in a twenty four (24) day period.

Section 3. Employees assigned to work a twenty-four hour shift schedule who are called back to duty shall be compensated in cash or compensatory time with a minimum of two (2) hours at one and one-half times his base hourly rate.

Section 4. Employees assigned to work a forty (40) hour work week who are called back to duty shall be compensated in cash or compensatory time with a minimum of two (2) hours at one and one-half times his base hourly rate.

Section 5. The decision on whether or not overtime or call back is required shall be at the discretion and only with approval of the Supervisor in charge at the Fire Captain level or above.

Section 6. Overtime and call back time will be rounded off to the nearest one-quarter hour for reporting purposes to compute overtime pay.

Section 7. Maximum accrual of compensatory time for which an employee may have at any one time shall be eighty (80) hours for employees assigned to a forty (40) hour work week. Subsequent overtime shall be compensated by the payment in cash.

Section 8. The Fire Marshal's work group shall have three (3) Fire Inspector positions assigned to twenty four (24) hour shift work and the remaining Fire Inspector(s) shall be assigned to a forty (40) hour work week, comprised of a normal work week of four (4) ten (10) hour days.

ARTICLE 15

PROMOTIONAL PROCEDURES

Section 1. The purpose of this provision is to establish an orderly and impartial plan to select qualified individuals for promotion to positions in the bargaining unit.

Section 2. Administrative Policy-Methods and procedures set forth are intended to provide assistance to the recommendations and judgment exercised by the Fire Chief. They are not intended to restrict his authority in the final selection and appointment process.

Section 3. Administrative Control-Responsibility for administrative control of the promotion plan is vested in the Human Resources Director and authority is delegated to the Fire Chief. In the exercise of Administrative Control, the Human Resources Director or his/her designee, in agreement with the Fire Chief may utilize his/her authority in monitoring and coordinating test construction and security surveillance for maintenance of the plan.

a. If the Fire Chief deems that an employee is not qualified for a promotion, he may exercise his right to submit a letter to the Human Resources Director and employee stating such reason.

b. A Promotion Board is herewith created to coordinate the procedure, have general supervision of the elements used in the selection process, and make recommendations and certification to the Chief of the Fire Department.

    1. The Board shall consist of five (5) members, two (2) selected by the Fire Chief, two (2) selected by the Union and the Human Resources Director, or his/her designee, who will only vote when there is a tie.

2. The Promotion Board shall establish a roster of qualified candidates and make their recommendations to the Fire Chief.

3. The Promotion Board shall receive and rule on appeals relating to promotions.

c. Written examinations required as part of the Selection Process may be constructed within the Fire Department, or acquired through some other reputable outside source as determined by the Fire Chief.

1. The Fire Training Officer shall designate the source documents from which a written examination is to be constructed.

2. The promotion Board may review the source documents, and make recommendations as to the applicability of the documents selected or sections thereof to the position being filled. Non-applicable sections of the source documents may be deleted from further use by majority vote of the Promotion Board.

3. After preparation of written test questions by the party/parties designated by the Fire Chief for that purpose and prior to final written test construction and administration, the Promotion Board may review the pool of questions to again assess the applicability of questions to the position. Questions that do not apply may be removed as determined by a majority vote of the Promotion Board.

4. The final written test will then be constructed and administered by the party/parties designated by the Fire Chief for that purpose, and monitored by one or more members of the Promotion Board.

Section 4. Procedures - Only time in the Norman Fire Department may be considered for requirements for eligibility to take the promotional examinations which are as follows:

a. Fire Apparatus Driver: A candidate for the Fire Apparatus Driver Examination must have served four (4) continuous years with the Norman Fire Department from the date of last employment and possess certification as relief driver. In the event that after testing, there are no candidates available with a minimum of four (4) years seniority who passed the test, another test shall be given where the required time for eligibility will be reduced in one (1) year increments with the minimum eligibility factor to be no less than two (2) years.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination.

2. Candidates that score 70% or above on the written examination may compete in a 100 point Practical Factor Examination.

a. Member(s) of the Fire Department or individual(s) outside the Fire Department, as designated by the Fire Chief, shall construct the Practical Factor Examination consistent with the assessment center concept encompassing equipment (apparatus) operations. The candidate must score at least 70% of 100% to be placed on the sequence list.

3. The sequence list will be made by a combination of the Practical Factor Examination, seniority points and written examination. Seniority points will be added only to those whose score on both the written and practical examinations is 70% or above. Seniority points = .5 points per three months service with a maximum of 15 points.

b. Captain: A candidate for Captain Examination must have completed a minimum of three (3) years as a Fire Apparatus Driver and have at least seven (7) years on the Norman Fire Department.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination.

2. Candidates that score 70% or above on the written examination may compete in a 100 point Practical Factor Examination.

a. Member(s) of the Fire Department or individual(s) outside the Fire Department, as designated by the Fire Chief, shall construct the Practical Factor Examination consistent with the assessment center concept using the following guidelines:

Approximately 35% skill in applying firefighting and emergency techniques
Approximately 35% skill in making decisions
Approximately 10% written communications
Approximately 20% oral communications

3. The sequence list will be made by a combination of the Practical Factor Examination, seniority points and the written examination. Seniority points = .5 points per three months service with a maximum of 21 points.

c. Inspector: A candidate for Inspector Examination must have at least seven (7) years on the Norman Fire Department. In the event that there are no candidates available with a minimum of seven (7) years seniority, then the required time for eligibility will be reduced in one (1) year increments with the minimum eligibility factor to be no less than five (5) years.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination.

2. Candidates that score 70% or above on the written examination may compete in a 100 point Practical Factor Examination.

   a. Member(s) of the Fire Department or individual(s) outside the Fire Department, as designated by the Fire Chief, shall construct the Practical Factor Examination consistent with the assessment center concept using the following guidelines:

      Approximately 35% skill in applying fire protection, inspection practices, and arson investigation techniques
      Approximately 35% skill in making decisions
      Approximately 10% written communications
      Approximately 20% oral communications

3. The sequence list will be made by a combination of the Practical Factor Examination, seniority points and the written examination. Seniority points = .5 points per three months service with a maximum of 15 points.

d. Health and Safety Coordinator: A candidate for Health and Safety Coordinator must have at least four (4) years on the Norman Fire Department. In the event that there are no candidates available with a minimum of four (4) years seniority, then the required time for eligibility will be reduced in one (1) year increments with the minimum eligibility factor to be no less than one (1) year.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination.

2. Candidates that score 70% or above on the written examination may compete in a 100 point Practical Factor Examination.

   a. Member(s) of the Fire Department or individual(s) outside the Fire Department, as designated by the Fire Chief, shall construct the Practical Factor Examination consistent with the assessment center concept using the following guidelines:

      Approximately 35% skill in applying instructor and training techniques
      Approximately 35% in making decisions
      Approximately 20% oral communications
      Approximately 10% written communications

3. The sequence list will be made by a combination of the Practical Factor Examination, seniority points and the written examination. Seniority points = .5 points per three months service with a maximum of 15 points.

4. The position of Health and Safety Coordinator will report to the Chief Training Officer.

e. EMS Director: A candidate for EMS Director must have served seven (7) years with the Norman Fire Department from the date of last employment and possess an Oklahoma State EMS certification Intermediate/Advanced level (EMT-I/AEMT) or higher. In the event that there are no candidates available with a minimum of seven (7) years seniority, then the required time for eligibility will be reduced in one (1) year increments with the minimum eligibility factor to be no less than five (5) years.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination.

2. Candidates that score 70% or above on the written examination may compete in a 100 point Practical Factor Examination.

   a. Member(s) of the Fire Department or individual(s) outside the Fire Department, as designated by the Fire Chief, shall construct the Practical Factor Examination consistent with the assessment center concept using the following guidelines:

      Approximately 35% skill in applying instructor and training techniques
      Approximately 35% in making decisions
      Approximately 20% oral communications
      Approximately 10% written communications

3. The sequence list will be made by a combination of the Practical Factor Examination, seniority points and the written examination. Seniority points = .5 points per three months service with a maximum of 15 points.

f. Battalion Chief: A candidate for Battalion Chief must have completed a minimum of three (3) years as a Captain and have at least ten (10) years on the Norman Fire Department.

1. Candidates must compete in and achieve a score of at least 70% of a 100 point written examination before they will be allowed to take the Practical Factor Examination. For the purpose of scoring, each candidate will receive one point for a score of 70 with one additional point added for each correct answer thereafter for a maximum of 31 points for a score of 100.

2. Candidates who score 70% or above the written examination may compete in a 100 point Practical Examination that will be created by the Promotion Board with the assistance of the Administrative Assistant Fire Chief. Each candidate will be granted three points for each correct score up to a maximum of 33 points. The minimum rank allowed to participate in the Promotion Board will be Battalion Chief.

3. Following completion of Steps 1 and 2, the names of the top four (4) candidates will be presented to the Fire Chief for an oral interview. A candidate will be awarded up to 32 points based on the interview. Each candidate will also be awarded two (2) points for an associate degree; three (3) points for a bachelor's degree and four (4) points for a master's degree.

4. The Fire Chief will select from among the top three (3) candidates to fill the vacant slot. The remaining two (2) names will constitute the promotion list and will be used to fill vacant slots that may arise within eighteen (18) months of the creation of the list.

Section 5. It is recognized that appointments to Assistant Fire Chief (Suppression), Assistant Fire Chief (Administration), Planning Officer, Fire Marshal, and Fire Training Officer, including any procedures used in making such appointments, are determined by the Fire Chief with the approval of the City Manager. It is therefore understood that, aside from the time-in-grade eligibility requirements listed below, all other provisions of Article 15 do not apply to such appointments.

a. Assistant Fire Chief (Suppression) - The time-in-grade eligibility requirement for consideration as an Assistant Fire Chief (Suppression) candidate is ten (10) years on the Norman Fire Department with the three (3) most current years as a Fire Captain or as an Assistant Fire Chief (Administration) with three (3) previous years as a Fire Captain.

b. Assistant Fire Chief (Administration) – The time-in-grade eligibility requirement for consideration as an Assistant Fire Chief (Administration) candidate is ten (10) years on the Norman Fire Department with three (3) most current years as a Fire Captain, Fire Inspector, Fire Driver Engineer, Health and Safety Coordinator, EMS Director or currently in the position of Fire Marshal, Planning Officer, Fire Training Officer or Assistant Fire Chief (Suppression).

c. Fire Marshal - The time-in-grade eligibility requirement for consideration as a Fire Marshal candidate is ten (10) years on the Norman Fire Department with the three (3) most current years as a Fire Inspector, EMS Director, Fire Captain, or currently in the position of Planning Officer, Fire Training Officer, Assistant Fire Chief (Administration) or Assistant Fire Chief (Suppression).

d. Fire Training Officer - The time-in-grade eligibility requirement for consideration as a Fire Training Officer is ten (10) years on the Norman Fire Department with three (3) most current years as a Fire Captain, Health & Safety Coordinator, EMS Director, Fire Inspector or currently in the position of Fire Marshal, Planning Officer, Fire Training Officer, Assistant Fire Chief (Administration) or Assistant Fire Chief (Suppression).

e. Fire Training Officer-The time-in-grade eligibility requirement for consideration as a Fire Training Officer is ten (10) years on the Norman Fire Department with three (3) most current years as a Fire Captain, Health & Safety

Coordinator, EMS Director, Fire Inspector, or currently in the position of Fire Marshal, Planning Officer, Fire Training Officer, Assistant Fire Chief (Administration) or Assistant Fire Chief (Suppression).

Section 6. Miscellaneous Provisions

a. All vacancies for Driver, Captain, Health and Safety Coordinator, EMS Director, and Inspector existing on the date a sequence list is established for those positions will be filled from that list. Following such appointments, the next three (3) candidates in descending order of their score shall remain on the sequence list until they are selected or until the expiration of a three (3) year period from the date the list is first established, whichever occurs first.

b. Notice of examination and source of testing material shall be published at least thirty (30) days prior to any written and Practical Factor Examination. Source of testing material shall be published during the month of January of each calendar year and shall remain the source material for any promotional test given before April 1st of the following calendar year.

c. Persons eligible for the examination must be present at the announced examination time and shall remain until they have completed the test unless an alternative time is approved by the Promotion Board.

d. Determination of cutoff dates for determining in grade service eligibility and seniority points shall be as follows:

    1. The termination date of the incumbent creating a previously filled vacancy shall be the cutoff date for determining in grade service eligibility and seniority points and the test date will be posted no later than thirty (30) days from that date.

    2. The cutoff date for determining in grade service eligibility and seniority points for new positions not associated with the staffing of a new fire station shall be determined by the Fire Chief as quickly as reasonably possible. The Chief will provide notification that the new positions are ready to be staffed and the test date will be posted no later than thirty (30) days from that date.

    3. The cutoff date for determining in grade service eligibility and seniority points for the staffing of any new fire stations, shall be the builder's original estimated completion date of that station as outlined in its contractual agreement. The new vacancies will be posted ninety (90) days prior to the aforementioned completion date and the test date will be posted no later than thirty (30) days from that date.

e. Promotions shall not be made other than to the position on the list on which the appointee's name appears.

f. An employee on temporary work review shall be allowed to compete in any promotional examination (work review is any disciplinary suspension or probation).

g. Medical leave or other time that an employee is carried "injured on duty" will not be counted as a break in service.

h. All employees tested may review their written test and Practical Factor test results with the Promotion Board during the protest period. There will be a 3-day protest period between each phase of the selection procedure. A seven (7) day protest period will follow the Practical Factor Test or final selection procedure in the promotion process after which a sequence list will be posted.

i. In case a tie occurs on the total points, the following steps shall be used to determine the candidates' position on the sequence list:

    1. Seniority in classification

    2. Seniority in Fire Department

    3. The highest score on the Practical Factor Examination

    4. The highest score on the 100 points examination.

j. If there is not at least one (1) three (3) year driver eligible to take the Captain test, then it will revert to two (2) year drivers, then one (1) year drivers, then all drivers.

k. Personnel holding rank of Fire Inspector or Planning Officer who have a combination of three years in grade as a Driver, Fire Inspector, or Planning Officer with a minimum of one (1) year as a Driver shall be eligible to compete in the promotional examination for Captain.

l. Recognizing the difficulty in constructing practical factor exams that conform exactly to the percentage weights defined in this contract, the weights of the various components may be varied. The total weights shall not exceed 100%. Any changes made in the relative weights of any practical factor exam that vary from those set forth in the contract shall be posted 30 days prior to the test.

m. It is the intent of the promotional system for all employees receiving promotions to receive a minimum of a 4% pay adjustment in the first year of promotion. An exception to this procedure shall be made when a qualified employee takes a voluntary demotion in rank. In that event, the employee being demoted by one rank would be placed in the same step as would an employee who was being promoted up one rank to the position. The merit date in this situation shall change to reflect the starting date in the new position.

n. Promotions are to be made no later than the next regularly scheduled pay period after the protest period and receipt of the eligibility list by the Fire Chief.

ARTICLE 16

PERFORMANCE EVALUATION

Section 1. All employees will be evaluated on forms provided by the Human Resources Department 30 days prior to their merit date. This evaluation will be followed by a conference between the employee and his Supervisor. Probationary employees (new hires) will be evaluated six (6) months and thirty (30) days before expiration of probationary status. A transfer from probationary to permanent status will depend on the evaluations of performance during the probationary period. Probationary employees may be terminated if performance is not satisfactory.

Section 2. Only those employees rated at least satisfactory may be considered for merit increases.

ARTICLE 17

REDUCTION IN FORCE

Section 1. In the case of a personnel reduction, the employee with the least seniority shall be laid off first, except in the event the Fire Chief and/or the City Manager can show sufficient cause for laying off an employee with more seniority than an employee with the least amount of time in the department. Continuous time in the Norman Fire Department shall be given the utmost consideration.

Section 2. In case of a personnel reduction, the affected employees will be notified two weeks or fourteen days prior to the effective layoff date. If the employee or employees feel that the layoff procedure is unfair, the employee or employees may file a grievance during the week following notification.

Section 3. No new employees shall be hired to a position in the bargaining unit until the employee or employees laid off, and the Union having been notified by registered mail, are given an opportunity to return to work, and the employee or employees given a fourteen day period to notify the employer of their intentions. The employer's mandatory obligation under this provision will cease three (3) years after an employee has been laid off. It is the employee's responsibility to keep the Human Resources Department advised of their current mailing address.

ARTICLE 18

HOLIDAYS

Section 1. The employees covered by this agreement who are assigned to twenty-four (24) hour shifts shall receive holiday pay for the following thirteen (13) recognized City holidays. Employees who are assigned to a forty (40) hour work week shall be given the holiday off with pay if not required to work, or shall receive eight (8) bonus hours if required to work on that day.

a. New Year's Day

b. Martin Luther King, Jr's Birthday (third Monday of January)

c. President's Day (third Monday in February)

d. Good Friday

e. Memorial Day (last Monday in May)

f. Juneteenth (June 19)

g. Independence Day (July 4)

h. Labor Day (first Monday in September)

i. Veteran’s Day (traditional observance)\

j. Thanksgiving Day (fourth Thursday in November)

k. Day after Thanksgiving

l. Christmas Eve (December 24)

m. Christmas Day (December 25)

Section 2. For employees assigned to twenty-four (24) hour shifts, holiday compensation for the above mentioned holidays, except Martin Luther King Jr.'s Birthday, shall be in the form of compensatory time or cash payment. Holiday compensation shall be figured by (1) either multiplying the base hourly salary of each individual employee times twelve (12), or (2) the accumulation of twelve (12) shift hours of compensatory time. The choice of compensation shall be the employee's. However, unless the payroll clerk is notified by the employee, the compensation will be in the form of cash payment. Notification must occur no later than one day after the holiday. At no time during the contract period shall an employee's accumulated compensatory time exceed ninety-six (96) hours.

Section 3. Employees may take compensatory time for holidays at any time subject to the following:

a. It must be taken in blocks of not less than one (1) hour; and

b. It must be approved and scheduled in advance with shift supervisor.

Section 4. Upon separation, an employee shall be paid for the unused portion of his accumulated compensatory time.

Section 5. Martin Luther King, Jr.'s Birthday shall be observed on the third Monday of January. As holiday pay, employees covered by this agreement who are assigned to a 24 hour shift schedule shall receive twelve (12) bonus hours. As holiday pay, employees covered by this agreement who are assigned to a 40 hour work week shall be given that day off with pay if not required to work, or shall receive eight (8) bonus hours if required to work on that day. Bonus hours shall be taken in time off in increments of not less than four (4) hours. Time off for bonus hours accrued shall be approved and scheduled in advance with the shift supervisor. Bonus hours shall not be compensated in the form of cash and bonus hours not taken as time off within one (1) year from accrual shall be forfeited by the employee.

ARTICLE 19

COURT AND JURY LEAVE

Section 1. Employees who are required to serve as court witnesses or jurors shall be granted time off with pay to serve in that capacity subject to the following rules:

a. An employee serving such duty shall present to his supervisor the original summons or subpoena from the court, and, at the conclusion of the duty, a signed statement from the clerk of the court showing the actual dates and time of attendance at court.

b. An employee serving on jury duty shall be paid the difference between his normal rate of base pay for that period, excluding payment for overtime or special allowances, and the amount received as a fee for such jury duty.

Section 2. Notwithstanding Section 1, an employee attending a proceeding in a case involving the Federal, State, or Municipal Courts or administrative agencies in which the employee is a party or otherwise interested witness in the case, shall not be compensated as set out in Section 1, but may use vacation leave, or be granted leave without pay for the length of such attendance. Provided that if the employee is subpoenaed to testify also in his capacity as a City employee regarding actions done in his official capacity and within the scope of his employment, then the employee shall be compensated as set out in Section 1.

Section 3. If an employee is called to serve as a witness as specified in this Article and the subpoena requires the employee to appear in the proceeding during off duty hours, then the employee will be compensated as provided under this Article provided the anticipated testimony necessitating calling the employee as a witness arises from performance of the employees assigned job duties.

ARTICLE 20

MILITARY LEAVE

Military leave and benefits will be in compliance with state and federal law. Should State legislation become more effective which addresses this matter, the employer and the Union shall consult with the intent of conforming this Article to such legislation.

Section 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

a. Any employee who enters the Armed Services directly from City employment shall be placed on military leave. The employee shall present a copy of his orders to report for duty to his department head and these orders shall be forwarded to the Human Resources Department.

b. An employee who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty is entitled to a leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his being ordered to active duty is because of (1) his own

request, or (2) a failure to fulfill his contractual obligation to the Armed Services.

c. Employees, other than members of the reserve components of the Armed Forces or the National Guard, entering military service shall not be entitled to a leave of absence without loss of pay during the first thirty (30) days of such leave.

d. An employee entering the military service shall be paid for all accrued vacation time for which he is eligible at the time he enters the service.

e. An employee on military leave shall request reinstatement in his former position or in any other vacant position in the same class within ninety (90) days after his separation from the Armed Forces. An employee who remains on military leave for a period of more than four (4) years shall be considered resigned.

f. The employee must return to City employment directly from the Armed Service, and he must have an honorable discharge.

g. An employee returning from military leave shall be restored to his former position, if still qualified to perform the duties of the position, at the same step in the pay range that he occupied at the time he left for military service with full seniority. If the employee would have been eligible to be reviewed for a merit increase while being away from work on military leave, then upon the employees return to work he should be considered for the merit increase(s) he would have been eligible to receive. However, granting merit increases will not be automatic for an employee who was absent due to military leave for active duty. Supervisors will be required to document the approval or denial of a merit increase taking into consideration the employee's prior City performance evaluations and information provided by the employee's applicable military record of separation (DD-214). The effective date of an approved merit increase will be the date the employee returns to full-time City employment. If not qualified to perform the duties of his former position by reason of disability, he shall be restored to a position of like seniority, status, and pay, or the nearest approximation thereof for which qualified and able to perform the duties required of the position.

h. Vacation and sick leave do not accrue while an employee is on military leave.

Section 2. Military leave for Reserve and National Guard training shall be governed by the following provisions:

a. All employees who are members of a reserve component of the Armed Forces or the National Guard shall, when ordered by proper authority to active service for the purpose of attending an annual military training encampment or for attending weekend drills, be entitled to a leave of absence for the period of such

active or inactive duty or service without loss of pay during the first twenty (20) regularly scheduled work days (or the hour equivalent for 24 hour shift personnel of 224 hours) of such leave of absence during the federal fiscal year. If attendance for such military training is required beyond the first twenty (20) regularly scheduled work days (or the hour equivalent for 24 hour shift personnel of 224 hours), then employees may be allowed to use vacation leave, compensatory time, or be carried on leave without pay for those days in which the employee would have been regularly scheduled to work, but for the military training. An employee shall not be required to use vacation leave or compensatory time for time spent in military training occurring on days that employee would not normally be scheduled to work.

b. In the event the time of such training is optional, the time shall be designated at the discretion of the employee's Department Head.

c. The employee shall present his Department Head a copy of his orders to report for reserve training prior to departure on leave.

d. An employee returning from military leave is entitled to re-employment at the same pay range and step he held at the time he left.

ARTICLE 21

SICK LEAVE

Section 1. Sick leave shall be accrued for full-time employees as follows:

a. Sick leave shall accrue at the rate of eight (8) shift days per year or sixteen shift hours per month for personnel assigned to twenty-four hour shift schedules.

b. Sick leave shall accrue at the rate of twelve (12) shift days per year, or eight (8) shift hours per month for those personnel assigned to a forty (40) hour work week.

Section 2. The use of sick leave is limited to cases of illness or injury of the employee or a member of his immediate family. Abuse of the sick leave privilege may be cause for immediate dismissal. Immediate family shall be construed to being those people who are related to the employee or the employee's spouse as follows:

a. Spouse
b. Children
c. Parents
d. Brothers
e. Sisters
f. Former guardians
g. Grandparents

Section 3. An employee who, due to illness or injury, is absent from work shall make provisions to notify the Assistant Chief or his designee on duty of his absence at least thirty (30) minutes before the shift is to start. An employee who has been absent for three (3) shifts may be required to submit a physician's statement. This statement must indicate that he has recovered sufficiently to return to work. Sick leave forms are provided in each department and shall be filled out by the employee upon returning to work.

Section 4. False or fraudulent use of sick leave may be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.

Section 5. When an employee transfers to a twenty-four (24) hour shift schedule from a forty (40) hour work week, he shall have his accrued number of sick leave hours increased by multiplying by the factor one point four (1.4).

Section 6. When an employee transfers to a forty (40) hour work week from a twenty-four (24) hour shift schedule, he shall have his accrued number of sick leave hours reduced by multiplying by the factor point seven one four (.714).

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

a. Sick leave used shall not exceed the total amount accrued to the employee at the time of his absence.

b. Leave without pay, not to exceed thirty (30) calendar days, must be granted to sickness extended beyond the amount of accrued sick leave unless the employee has accrued vacation leave and chooses to use vacation leave. Thereafter, leave without pay may be granted at the discretion of the Fire Chief.

c. Sick leave shall not continue to accrue to an employee while on approved leave which exceeds thirty (30) calendar days.

d. An employee who was laid off and returned to City employment within one year from the date of layoff, shall also have his former unused accrued sick leave reinstated.

e. Sick leave may be taken in increments of one (1) shift hour.

Section 8. All present employees shall have their sick leave accrued computed to sick leave hours accrued by using the above mentioned formulas.

Section 9. As an incentive to reward employees with exemplary attendance during the contract year, an employee who does not expend any sick leave during a defined six (6) month period, shall be given a bonus of one-half (1/2) a shift of leave at the end of that six (6) month period. The two six-month periods are defined as July 1 through December 31, and January 1 through June 30. An employee will receive the bonus even if the maximum accrual of vacation hours has been reached provided the bonus hours must be taken as time off approved by the Fire Chief within six months of accrual or the bonus hours will be forfeited.

Section 10. Sick Leave Accumulation Objective - The City and the IAFF, as parties to this Agreement, and in recognition of the welfare of the employees represented by this bargaining unit, understand, acknowledge and agree that the employees in the bargaining unit should make every possible and reasonable effort, both individually and collectively, to accumulate half or more of their accrued sick leave hours as insurance for future sick leave occurrences, especially those of a prolonged nature which may be required because of a lengthy convalescent period taken in conjunction with a major surgical operation, injury, illness or disability which are not job-related.

Section 11. Upon retirement, sick leave which has accumulated up to 1440 hours for twenty-four (24) hour shift employees and up to 960 hours for forty (40) hour a week employees may be converted to regular vacation time for pay purposes using the exchange rate of two (2) hours of sick leave for one (1) hour of vacation.

Section 12. In the event of the death of an employee, unused sick leave shall be paid to the beneficiary designated by the employee in the City life insurance policy and in accordance with personnel records. The provisions of this section are subject to the conversion rates and maximum consideration listed in Section 11 of this article.

ARTICLE 21(A)

FUNERAL LEAVE

Section 1. In the event of a death in the employee's immediate family, the Fire Chief may grant that employee funeral leave with pay permitting up to six (6) consecutive calendar days off. For funeral leave purposes only, immediate family shall be construed to be those people who are related to the employee or the employee's spouse as follows:

a. Spouse
b. Children
c. Parents
d. Brothers
e. Sisters
f. Former guardians
g. Grandparents
h. Grandchildren

Section 2. In case of unusual circumstances, short term leave of absence with pay may be granted in addition to the funeral leave outlined in Section 1 above. Approval must be granted in writing prior to taking such a leave by the Fire Chief.

Section 3. Time off from work taken as funeral leave under this Article shall be leave with pay and shall not be charged against the employee's sick leave or vacation leave.

ARTICLE 22

VACATION LEAVE

Section 1. Annual vacation leave shall be accumulated to each employee covered by this Agreement as follows:

Length of City Service	Personnel Assigned to 40 Hour Work Week	Personnel Assigned to 24 Hour Shift Schedules
0 - 5 years	8.67 hours per month	14 hours per month
6 - 10 years	10.67 hours per month	18 hours per month
11 - 15 years	12.67 hours per month	20 hours per month
16 years & over	14.67 hours per month	22 hours per month

Section 2. An employee may accumulate vacation leave not to exceed the following schedule:

Length of City Service	Personnel Assigned to 40 Hour Work Week	Personnel Assigned to 24 Hour Shift Schedules
0 - 5 years	256 hours	432 hours
6 - 10 years	320 hours	504 hours
11 - 15 years	400 hours	600 hours
16 years & over	480 hours	672 hours

Section 3. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

a. An employee must have been employed by the City continuously for six (6) months of service before being eligible to expend vacation leave.

b. Vacation leave shall not be converted from unexpended sick leave except as provided under the sick leave provisions of this Agreement.

c. Employees shall not be permitted to use accrued vacation leave time during a period of suspension.

d. Employees may take vacation time at any time subject to the following:

    1. Vacation time must be taken in blocks of not less than one (1) hour; and

    2. Vacation time must be approved and scheduled in advance with the shift supervisor.

e. Upon separation, an employee shall be paid for the unused portion of his accrued vacation leave, providing he has completed six (6) consecutive months of employment with the City and provided that the reason for termination is not discharge for either theft or embezzlement.

f. Salaries shall not be paid in lieu of vacations, except in extreme emergencies and with the prior approval of the Department Head, Human Resources Director, and the City Manager.

g. Scheduling of vacations shall be the responsibility of the Fire Chief or his designees.

h. Scheduling of vacations shall be the exclusive right of the City. Such scheduling shall be based primarily upon the convenience of the operation of the City, as determined by the City.

Section 4. Any employee who terminates employment with the City and is subsequently re-employed, shall, for the purposes of this policy, be considered a new employee and previous service shall not be considered when computing leave benefits.

ARTICLE 23

LEAVE OF ABSENCE WITHOUT PAY

Section 1. An appointing authority may grant an employee a leave of absence without pay for a specified time subject to the following provisions:

a. If at all possible, the employee shall request such leave in writing to the Department Head at least five (5) working days prior to the requested starting date of such leave. The request shall specify the reason for the leave and the date of leaving and the date of return to the job.

b. All requests for leave of absence without pay in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave.

c. Leave of absence without pay shall be granted only when it is in the interest of the City to do so. The interest of the employee shall be considered when he has shown by his records to be of more than average value to the City and when it is desirable to retain the employee even at some sacrifice.

d. At the expiration of a leave of absence without pay, the employee shall be reinstated in the position he vacated or in any other vacant position in the same class.

e. Vacation and sick leave benefits shall not accrue during a leave of absence without pay of more than thirty (30) calendar days.

f. A leave of absence without pay for more than thirty (30) calendar days shall not constitute a break in service; however, time spent on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Neither shall a leave of absence without pay for more than thirty (30) calendar days count toward service for accruing vacation, sick leave, or seniority.

g. Any employee who shall receive payment for work performed for any employer other than the City of Norman while on approved leave without pay, shall be subject to immediate dismissal, except when such leave has been specifically approved by the employee's Department Head for the purpose of such employment.

h. Failure on the part of an employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

Section 2. Pregnant employees may be granted a leave of absence for maternity. Such leave shall be subject to the following provisions:

a. When a pregnancy is confirmed, the employee shall notify her immediately supervisor.

b. The employee shall be allowed to continue her normal work duties, provided that she is able to perform her normal duties without endangering her health, the health of her unborn child, or the lives or health of her fellow workers.

c. The Department Head may at any time, request a physician's statement regarding the advisability of continued employment during the pregnancy of the employee.

d. Beginning at the sixth (6th) month of pregnancy, the employee shall be required to present a physician's statement to her immediate supervisor regarding her ability to continue her normal work. Such statements shall be submitted monthly thereafter, and filed in the employee's department file. At any time that medical evidence indicates that continued employment may be harmful to the employee or the unborn child, the employee shall be placed on maternity leave or allowed to resign at the discretion of the employee.

e. No later than two (2) weeks prior to departure, the employee shall request maternity leave, in writing, to the Department head. Employees not desiring maternity leave shall submit a written resignation at that time.

f. Maternity leave may be granted for a period not to exceed six (6) months. Such leave shall be without pay.

g. Employees on maternity leave shall notify the Department Head two (2) weeks in advance of their intention to return to work. They shall provide a physician's statement that they are able to resume their normal duties.

h. The employees shall be returned to their former position or a similar position for which qualified and which shall be at the same pay grade of the former positions.

i. Sick leave may be utilized for illness due to pregnancy, including miscarriage.

ARTICLE 24

ON THE JOB INJURY LEAVE

Section 1. General policy - It is the policy of the City of Norman to provide compensated leave for employees in the bargaining unit who incur disabilities which can logically and medically be proven to be the result of accidental injury arising in the course of employment with the City. Injury leave shall be the necessary absence of an employee from the regularly assigned duties of the employee's position because of an injury suffered while properly performing the duties of the position without negligence or misconduct on the part of the employee.

Section 2. Definition of Injury and Accident - "Injury" shall mean violence to the physical structure of the body and such disease or infection as naturally results there from. For the purpose of this provision, injury shall also include diseases which qualify as occupational diseases under the Workers' Compensation Laws of the State of Oklahoma. An "accident" shall be construed to mean an unexpected or unforeseen event happening suddenly and violently, producing at the time objective symptoms of an injury.

Section 3. Injury leave may be granted by the City Manager or his/her designee for such time as the injured employee is unable to return to the regularly assigned duties of the employee's position due to the service-connected injury, but in no event shall this be in excess of 180 calendar days. While on injury leave the employee shall be paid at his normal net salary inclusive of all incentive pays in Article 29 and longevity pay, but exclusive of overtime compensation and other such allowances. Any payment under the Workers' Compensation Act for temporary disabilities resulting from such injury shall be deducted from the injury leave payment. It is understood by the parties hereto that such injury leave is in lieu of Workers' Compensation disability benefits payable during such period.

Section 4. Employees who are unable to return to the regularly assigned duties of the employee's position after all injury leave has been expended may be continued on light duty at regular pay, or placed on leave without pay, at the discretion of the City, or terminated for "disability" at the discretion of the City. The decision to terminate an employee at the end of the injury leave period shall be made after consideration of such factors as the extent of the injury, supportive medical information, prognosis of condition, work record of the employee, and other relevant information. Accrued vacation, accrued sick leave, and compensatory time may be used at the end of injury leave to supplement temporary total disability payments provided under the Oklahoma Workers' Compensation Act if requested in writing by the employee.

Such use of accrued leave shall be taken in whole hours with total weekly wage compensation from temporary total disability pursuant to the Oklahoma Worker's Compensation Act and accrued leave utilized not exceeding the employee’s normal salary. An employee's request to use accrued leave under this section shall not affect the City's discretion to terminate the employee for disability. An

employee who is terminated for "disability" shall be paid for unused vacation leave and sick leave in accordance with the procedures set forth in this Agreement.

Section 5. Reporting of Injuries - When an employee has been injured in the course of employment with the City, he shall immediately report the injury, regardless of the extent, to the immediate supervisor. Should the employee be unable to do so, any employee at the scene shall make the report.

Section 6. Employees who are injured on the job due to their own gross negligence or misconduct or who fail to comply with established requirements of the City of Norman in the reporting and processing on injury reports, or who fail to cooperate with the City Physician, shall be subject to disciplinary action, up to and including discharge, per the just cause basis provided in Article 7.

Section 7. Employees on injury leave with pay shall be returned to duty at the earliest practical date. Employees on injury leave may be assigned to light or limited duty by the City of Norman, as determined by the City Manager or his/her designee, when the employee's physical condition permits such assignment. Duty assignment of this type may be made without reference to the employee's job classification or departmental assignment. Employees assigned to light or limited duty will not be allowed to participate in sports and recreational activities in and around the station. When the affected employees return to full duty, they will not only be required to assume all Firefighter duties but will also be allowed to participate in all sports and recreational activities in and around the station.

Section 8. Employees on injury leave may be required to submit proof of continuing disability from time to time, as required by the City Manager or his/her designee.

Section 9. Benefits under this provision shall be concurrent with and not in addition to any similar benefits established under state law. In the event that an injured employee seeks medical consultation and/or treatment which is not approved or prescribed by the City Physician, and the costs for such consultation and/or treatment are not paid by the City of Norman, the employee shall not be eligible to receive injury leave payments for any absence related to that consultation and/or treatment. Accrued sick leave shall not be used during such absence.

Section 10. Medical costs incurred by the City from approved emergency medical facilities shall be considered to be approved by the City Physician for the purposes of complying with Section 9 of this Article. Furthermore, the employee may request approval for treatment by a physician other than the designated City physician.

Section 11. Necessary leave with pay requested because of recurrence, or aggravation of an injury previously approved for injury leave with pay shall be charged to the balance, if any, of the maximum allowance of leave for such original injury. Leave for recurrence and aggravation shall stand the same tests of proof as may be required for granting the original leave.

Section 12. Any employee who shall receive payment for work performed for any employer other than the City of Norman while on approved injury leave, may be subject to discipline or discharge. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved injury leave. It is recognized by the employer that an employee may be able to perform work for another employer or continue his work as self-employed and still qualify for injury on the job leave depending upon the type of work required and the type of injury received.

Section 13. Employees on original probation shall not be eligible for injury leave benefits for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Workers' Compensation Act.

ARTICLE 25

WAGES

Section 1. All employees covered by the terms of this Agreement shall be paid on an hourly basis in accordance with the pay plan attached to this Agreement as Appendix A. The FYE 23 pay plan has been increased effective July 1, 2022 by an across the board six percent (6%) COLA; increased percentage between steps 10 and 11 to four percent (4%) and adding one step 12 at four percent (4%).

Section 2. Employees will be paid every other Friday, except when a payday falls on a holiday, employees will be paid on the last normal workday prior to the holiday. All employees shall receive their pay via direct deposit. Employees shall execute the required documentation to authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice. The City will still provide a detailed "check stub" indicating the net amount of the employees pay, withholdings, accruals, and deductions.

Section 3. For employees who choose not to authorize direct deposit, they will be issued a debit card/credit card. On pay days a card would be "loaded" with the amount of their net pay. The card can be used to get cash or make purchases.

Section 4. The parties agree that effective July 1, 2022 through June 30, 2023 merit increases for employees who would be potentially eligible for such increases shall be granted.

ARTICLE 26

HEALTH AND DENTAL INSURANCE

Section 1. The City shall maintain a Group Life Insurance, Group Health Insurance and Group Dental Insurance Plan for members of the IAFF. The City will provide health and dental insurance which emphasizes controlling rising insurance costs through closely monitoring and managing of claims. Benefits for said insurance will not be changed by the City to less than those provided in the immediately preceding fiscal year.

Section 2. Each member of the IAFF may optionally exercise a choice for any extended benefits beyond those contracted by the City for themselves and/or dependents.

Section 3. The City and employee shall each pay the semi-monthly medical and/or dental insurance premium costs as set out in Appendix H to this agreement titled "Health and Dental Insurance Premiums" for the coverage selected by the employee.

Section 4. Should the insurance carrier change benefits or rates, the City and the IAFF shall consult in order to determine if different insurance coverage should be obtained, and the means of funding the increase if applicable. Following consultation a recommendation may be forwarded by the IAFF to the City Manager or by the Employee Benefits Committee with the IAFF participating in that Committee process, however, the recommendation(s) shall not be binding on the City.

Section 5. Effective January 1, 2012, the City will begin to phase in elements of a fully developed results-based Wellness Plan. The two elements to be implemented are annual Heath Risk Assessments and Biometric Screenings. These elements are designed to increase awareness regarding health and risk factors that influence future health. Implementation of more elements of a "biometric screening/results" plan will require future work through the Employee Benefit Committee and negotiations.

ARTICLE 27

UNIFORMS

Section 1. The employer shall supply an initial issue of required uniforms and accessories to uniformed fire service personnel. It is recognized that the Fire Chief retains the discretion to determine, from year to year through consultation with the IAFF, what items will be considered appropriate for inclusion on the uniform order list. A policy will be included in the Fire Department Regulations to provide a list and description of uniforms and departmental equipment.

Section 2. Style, materials, and fit will be determined by the employer. Uniform regulations will be adopted by the employer and variances from these regulations may be cause for disciplinary action.

Section 3. Employees are required to maintain uniforms equal to their departmental issue in a serviceable condition. Failure to do so may be cause for disciplinary actions. If the employer changes or modifies the existing uniform the employer will supply the new uniforms and any departmental equipment without cost to the employee.

Section 4. The employer will solicit quotes from local vendors for all approved uniforms and equipment by July 1st of each fiscal year. Employees covered by this contract shall then be able to purchase uniforms according to the solicited prices.

Section 5. All bargaining unit members shall receive six hundred twenty-five dollars ($625) for the contract year for uniform maintenance and cleaning allowance. Said allowance shall be paid no later than August 1st.

ARTICLE 28

Reserved

ARTICLE 29

INCENTIVE PAY

Section 1. Employees of the bargaining unit shall receive incentive pay for the attainment of the following college accredited degree programs:

Approved College Accredit Program	Salary Increment Per Month
Fire Science Certificate	$ 35.00
Associate Degree - Fire Protection Technology	$ 70.00
Associate Degree - Municipal Fire Protection	$ 70.00
Associate Degree - Emergency Medical Technology	$ 70.00
Associate Degree - Business Administration	$ 70.00

Associate Degree - Public Administration	$ 70.00
Bachelor's Degree - Business Administration	$ 90.00
Bachelor's Degree - Liberal Studies	$ 90.00
Bachelor's Degree - Public Administration	$ 90.00
Bachelor's Degree - Fire Related Field	$ 90.00
Bachelor's Degree - Fire Protection and Safety	$100.00

Employees who were being paid Incentive Pay for accumulation of college credit hours under the Incentive Pay Program in effect under the City/IAFF Contract during FY92 shall continue to be paid $1.00 per credit hour per month to a maximum of $70.00 per month for appropriate college credit hours attained through June 30, 1992 until such time those employee are eligible for the "Salary Increment Per Month" for any of the Degree programs outlined above. College credit hours earned after June 30, 1992 by any employee shall not be eligible for the incremental $1.00 per month payment.

Section 2. At the discretion of the Fire Chief or any internal board of inquiry, a firefighter placed on disciplinary probation may be excluded from the college incentive pay program. After successful completion of the disciplinary probationary period, the firefighter may reapply for inclusion into the program.

Section 3. Certain EMS pay incentives as specified below are available to employees based on holding Oklahoma State EMS certification levels and through completion of the NFD protocol/skill sign off academy. Employee training, retraining and EMS protocols utilized shall be consistent with State of Oklahoma requirements and as approved by the Medical Director and implemented by the Fire Chief. Fire administration shall make every effort possible to provide EMS education courses in a manner that will reasonably facilitate vacation leave scheduling. Normal and reasonable recertification costs shall be covered by the City of Norman unless an employee has failed recertification testing.

Section 4. Incentives shall be paid based on only the highest level of certification an employee achieves/currently holds and utilizes in their job (see Section 5). Certified Instructor incentives will be paid in July of each year, based on the instructor having taught at least one (1) qualifying EMS class in the previous fiscal year. All EMS pay incentive participants complete all assigned EMS Training for their EMS skill level consistent with state law requirements. All equipment and supplies necessary to perform any NFD required EMS skills shall be provided by the NFD Training Division.

Section 5. AEMT/EMT-1 or Paramedic EMS pay incentives (and related work duties) are optional as concerns employee participation. The incentives for AEMT/EMT-I or Paramedic level advanced certifications are available to employees who operate/work within those certification levels. The opt-out deadline shall be June 1 of the previous fiscal year.

Section 6. Employees receiving EMS pay incentives are required to perform required skills within their licensure level for which they are being paid. Employees who possesses an EMT-basic certification level or a higher EMS certification must maintain at least an EMT-basic level certification from that time forward. If an employee loses an Advanced Provider certification level (AEMT/EMT-I or Paramedic) and has been removed from one of those higher level EMS pay incentives due to an employee's laps or loss of an Oklahoma State license and/or NREMT (when

applicable), the employee may have the option of repeating the sign off academy and being placed back into the program at an advanced provider pay level at the discretion of and with approval by the Medical Director and the Fire Chief.

Section 7. Employees shall be eligible to receive EMS related pay incentives based on the level of state certification currently held by the employee and as shown on the following schedule:

Certification	**Monthly Incentive Amount**	**Annual Incentive Amount**
EMT Basic	$100	$1,200*
AEMT/EMT-I	$250	$3,000
Paramedic	$300	$3,600
Certified EMS Instructor	N/A	$375**

(*Employee hired on or after July 1, 2021 will not be eligible to receive the EMT Basic Incentive pay. **Instructor incentive is in addition to appropriate EMS certification level pay incentive.)

Section 8. AEMT/EMT-I and Paramedic incentives shall be limited as to the number of employees who may receive those Advanced Provider incentives to (a combined maximum) of no more than sixty (60) employees and this combined maximum shall increase by 20% (to seventy two (72) employees) effective June 30, 2016. The EMS Certified Instructor incentive shall be limited as to the number of employees who may receive that incentive with a maximum of sixteen (16) employees. Instructors shall receive appropriate payment for any classes taught either while on normal duty time or overtime as applicable.

Section 9. Employees eligible for the Hazmat Certification incentive shall receive one hundred dollars ($100) per month ($1,200 annually) for being Hazmat certified and remaining active in the Department Hazardous Materials Program (per Appendix K). Hazmat Certification incentive shall be limited to no more than sixty (60) employees as of July 1, 2021 (all other language in Appendix K remains in effect.)

Section 10. Effective July 1, 2022, a new Search and Rescue Tech (SRT) incentive for employees holding a package of all five (5) rescue certifications that includes: a) Ropes Rescue, b) Confined Space, c) Trench Rescue, d) Swift Water and e) Structural Collapse Certifications has been established. Employees who hold this package of certifications shall receive one hundred dollars ($100) per month ($1,200 annually) for being Search and Rescue Tech qualified and remaining active in the NFD's Search and Rescue programs. The Search and Rescue Tech incentive shall be limited as to the number of employees who may receive the Search and Rescue Tech incentive to (a combined maximum cap) of no more than sixty (60) employees.

ARTICLE 29 (A)

TUITION ASSISTANCE

Section 1. The City recognizes a need for the Norman Fire Department to continue to keep up with the technological advances of the Modern Fire Service. Furthermore, the City recognizes that it will be advantageous to both the City and the community for the City to assist the IAFF members in advancing their educational levels. To further that goal, the City will make available Twenty-Three Thousand Dollars ($23,000) for the use of the IAFF Local 2067 members to assist them in furthering their education. Allocation of these funds among the IAFF members shall be left to the discretion of the bargaining unit officers or an appointed committee, subject to approval by the Fire Chief, and subject to the following rules:

a. In order to be reimbursed by the City the bargaining unit member must make scheduling and funding arrangements prior to enrollment with the IAFF officers or appointed committee and receive prior approval from the Fire Chief.

b. Bargaining Unit members may receive reimbursement for tuition, course fees, and books for approved courses relating to degree programs specified in Article 29.

c. Upon completion of the course, the member must provide the officers or committee and the Fire Chief with a certified copy of their transcript or other proof of completion satisfactory to the City.

d. In the event an employee fails to receive a letter grade of "C" or above, or a satisfactory completion certificate for a course, reimbursement will be made to the City by withholding the appropriate amount from the employee's incentive pay or wages.

e. Reimbursement shall also be made to the City in the event the employee leaves the bargaining unit prior to completion of the course work.

f. Funds not expended in accordance with this Article by the end of the contract year shall revert back to the City.

ARTICLE 30

OUTSIDE EMPLOYMENT

Section 1. No employee shall have outside employment which hinders or obstructs him in the performance of his Fire Department duties.

ARTICLE 31

LONGEVITY PAY

Section 1. Longevity pay is made in recognition of an employee's tenure and faithful service to the City.

Section 2. Employees who begin their fifth (5th) year of continuous service with the City of Norman will receive longevity pay effective with the pay period in which their fifth (5th) year of continuous service begins. IAFF members shall receive longevity pay based on the following formula:

> $5.00 per pay period times the number of years of continuous service plus the year in which the employee is currently working.

Section 3. Longevity pay shall be made in addition to an employee's base pay and shall be received bi-weekly on the same paycheck that an employee receives his normal pay.

Section 4. Employees hired on or after June 30, 2018 shall have a twenty five (25) year cap on years of continuous service as relates to Section 2 above.

ARTICLE 32

UNION BUSINESS

Section 1. A representative of the International Union will be afforded access to the City properties during working hours after obtaining permission each time from the supervisor in charge, which permission will not be unreasonably withheld.

Section 2. The Union shall designate, in writing, an individual to serve in locations agreed upon in Appendix B to this Agreement as a trustee. The Union may also, in writing, designate alternate trustees, but alternate trustees shall have no authority when the regular trustee is at work. The City recognizes the accredited Union trustees, and will deal with them in all manners relating to grievances (if requested by the aggrieved employee) and interpretations of this Agreement. A trustee will not leave his work area or enter another during working time without permission of the supervisor in charge, which permission will not be unreasonably withheld. There will be no solicitation for Union membership during work hours (excluding rest periods and lunch breaks).

Section 3. The Employer agrees that the Union shall have 180 hours leave available in order to conduct Union related business or activities not covered under Section 1 or 2; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend any IAFF related functions or meetings. Such time shall be requested at the earliest time practical, but shall always be requested at least fifteen days prior to the event. The Fire Chief's Office shall be responsible to record and track related records of time off that is utilized under this provision and will provide it to the Union President upon request. Other short-term leave of absence with pay may be granted to members of the bargaining unit in certain situations where it is determined to be beneficial to the City or provides appropriate City representation from the Fire Department based upon written request by the Union President to and approved by the City Manager or his designee; and after the Union secures tentative approval from the Fire Chief.

ARTICLE 33

WORKING OUT OF CLASSIFICATION PAY

Section 1. If an employee is assigned to a higher position in the bargaining unit than his regular budgeted position on a temporary basis, the employee's pay rate shall be increased by 4% for that time the employee occupies the vacant higher positions.

ARTICLE 34

MISCELLANEOUS

Section 1. The City of Norman considers alcoholism and drug abuse to be treatable illnesses. Dismissal may be considered if medical treatment is refused and the employee continues to work under the influence of alcoholic beverages or drugs. When it comes to the attention of the appointing authority, department head or supervisor that an employee within their department, section, or division has an alcohol related (drinking) or drug abuse problem, he may exercise the responsibility to give advice and counsel to the employee and make known to him or her the severity of the problem and the eventual results, should it continue. The appointing authority should also refer the employee to the Human Resources Department in order that, should professional counseling be necessary, arrangements might be made through appropriate sources. After a professional opinion has been received by the Human Resources Department relative to the individual's fitness for work, the employee shall be so advised. Further actions shall be dependent upon rate of progress demonstrated.

Section 2. Employee problems with the use of illegal chemical substances shall be handled in accordance with the City of Norman Drug Free Work Place Police and Administrative Guidelines.

Section 3. The Union shall be provided a copy of any new rule and directive which is issued in writing five (5) days (excluding weekends and holidays) before it becomes effective, where practical. The Union shall have the opportunity to discuss such rule with the Chief or his designated representative as soon as the rule is received.

Section 4. Except in emergency situations, if any Union member is to be permanently reassigned to a different station, the Union member shall be notified by the Fire Chief of such reassignment at least 48 hours in advance.

ARTICLE 35

SAVINGS CLAUSE

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

ARTICLE 36

DURATION OF AGREEMENT

Section 1. The City of Norman and Local No. 2067 of the International Association of Firefighters, have by these present, reduced to writing a Collective Bargaining Agreement, resulting from negotiations, heretofore entered into by the employer and the Union.

Section 2. This Agreement shall be effective 12:01 a.m. July 1, 2022, and shall remain in full force in effect until midnight June 30, 2023. It shall be automatically renewed from year to year, thereafter, except for those articles dealing with direct economic issues, unless either party shall notify the other in writing on or before the 5th day of January preceding the June 30 termination date. Those articles dealing with direct economic issues shall be Overtime and Call

Call Back, Holidays, Vacation Leave, Sick Leave, Funeral Leave, Court and Jury Leave, Military Leave, Incentive Pay, Hours of Work, Wages, Health and Dental Insurance, Uniforms, Tuition Assistance, Longevity Pay, Out of Classification Pay, and Injury on the Job Leave.

Notice shall be deemed proper if postmarked on or before January 5, 2023, and mailed to the following addresses:

International Association of Firefighters
Local 2067
Post Office Box 300
Norman, Oklahoma 73070

City Manager
City of Norman
Post Office Box 370
Norman, Oklahoma 73070

Section 3. Section 10-204 of Ordinance O-7576-1, passed by the City Council of the City of Norman, Oklahoma, on August 19, 1975, as amended by Ordinance O-8788-50 passed by the City of Norman on April 26, 1988, is hereby recognized and the effects of the same will be enforced as if were a portion of this Article and this Agreement, and written verbatim and in total herein.

Section 4. All amendments to this Agreement shall be numbered, dated and signed by the Employer and Union, and shall be subject to the provisions of this Agreement unless the terms of said amendments shall become part of this Agreement, as if specifically set forth herein.

Section 5. All appendices to this Agreement shall be numbered, date and signed by the Employer and Union, and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement, as if specifically set forth herein.

Section 6. The City shall provide to the IAFF bound copies of this Agreement to meet the needs of the membership by a predetermined amount. Additionally, each station shall receive three (3) bound copies of the Agreement between the City of Norman and the International Association of Firefighters – Local No. 2067.

IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of December, 2022.

THE CITY OF NORMAN

BY: _____
CITY MANAGER

_____
CITY CLERK

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

FOR LOCAL NO. 2067 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS:

BY: _____
PRESIDENT

APPROVED as to form this 12 day of December, 2022.

_____
CITY ATTORNEY

Appendix A
IAFF Pay Grades
FYE 23
(in alphabetical order)

Position Title	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Asst Fire Chief	I40	Annual	91,973.02	95,651.94	99,478.02	103,457.14	107,595.42	111,899.24	116,375.21	121,030.22	125,871.43	130,906.29	136,142.54	141,588.24
2912		Monthly	7,664.42	7,971.00	8,289.83	8,621.43	8,966.29	9,324.94	9,697.93	10,085.85	10,489.29	10,908.86	11,345.21	11,799.02
		Biweekl	3,537.42	3,678.92	3,826.08	3,979.12	4,138.29	4,303.82	4,475.97	4,655.01	4,841.21	5,034.86	5,236.25	5,445.70
		Hourly	31.58	32.85	34.16	35.53	36.95	38.43	39.96	41.56	43.23	44.95	46.75	48.62
Asst Fire Chief	I39	Annual	91,973.02	95,651.94	99,478.02	103,457.14	107,595.42	111,899.24	116,375.21	121,030.22	125,871.43	130,906.29	136,142.54	141,588.24
Admin - 2080		Monthly	7,664.42	7,971.00	8,289.83	8,621.43	8,966.29	9,324.94	9,697.93	10,085.85	10,489.29	10,908.86	11,345.21	11,799.02
		Biweekl	3,537.42	3,678.92	3,826.08	3,979.12	4,138.29	4,303.82	4,475.97	4,655.01	4,841.21	5,034.86	5,236.25	5,445.70
		Hourly	44.22	45.99	47.83	49.74	51.73	53.80	55.95	58.19	60.52	62.94	65.45	68.07
EMS Director	I36	Annual	75,176.26	78,183.31	81,310.64	84,563.07	87,945.59	91,463.41	95,121.95	98,926.83	102,883.90	106,999.26	111,279.23	115,730.40
2080		Monthly	6,264.69	6,515.28	6,775.89	7,046.92	7,328.80	7,621.95	7,926.83	8,243.90	8,573.66	8,916.60	9,273.27	9,644.20
		Biweekl	2,891.39	3,007.05	3,127.33	3,252.43	3,382.52	3,517.82	3,658.54	3,804.88	3,957.07	4,115.36	4,279.97	4,451.17
		Hourly	36.14	37.59	39.09	40.66	42.28	43.97	45.73	47.56	49.46	51.44	53.50	55.64
Fire Batallion Chief	I37	Annual	84,197.92	87,565.84	91,068.47	94,711.21	98,499.66	102,439.64	106,537.23	110,798.72	115,230.67	119,839.89	124,633.49	129,618.83
2912		Monthly	7,016.49	7,297.15	7,589.04	7,892.60	8,208.30	8,536.64	8,878.10	9,233.23	9,602.56	9,986.66	10,386.12	10,801.57
		Biweekl	3,238.38	3,367.92	3,502.63	3,642.74	3,788.45	3,939.99	4,097.59	4,261.49	4,431.95	4,609.23	4,793.60	4,985.34
		Hourly	28.91	30.07	31.27	32.52	33.83	35.18	36.59	38.05	39.57	41.15	42.80	44.51
Fire Captain	I34	Annual	75,176.26	78,183.31	81,310.64	84,563.07	87,945.59	91,463.41	95,121.95	98,926.83	102,883.90	106,999.26	111,279.23	115,730.40
2912		Monthly	6,264.69	6,515.28	6,775.89	7,046.92	7,328.80	7,621.95	7,926.83	8,243.90	8,573.66	8,916.60	9,273.27	9,644.20
		Biweekl	2,891.39	3,007.05	3,127.33	3,252.43	3,382.52	3,517.82	3,658.54	3,804.88	3,957.07	4,115.36	4,279.97	4,451.17
		Hourly	25.82	26.85	27.92	29.04	30.20	31.41	32.67	33.97	35.33	36.74	38.21	39.74
Fire Driver Engineer	I28	Annual	64,780.84	67,372.07	70,066.96	72,869.63	75,784.42	78,815.80	81,968.43	85,247.17	88,657.05	92,203.33	95,891.47	99,727.13
2912		Monthly	5,398.40	5,614.34	5,838.91	6,072.47	6,315.37	6,567.98	6,830.70	7,103.93	7,388.09	7,683.61	7,990.96	8,310.59
		Biweekl	2,491.57	2,591.23	2,694.88	2,802.68	2,914.79	3,031.38	3,152.63	3,278.74	3,409.89	3,546.28	3,688.13	3,835.66
		Hourly	22.25	23.14	24.06	25.02	26.02	27.07	28.15	29.27	30.45	31.66	32.93	34.25

Appendix A
IAFF Pay Grades
FYE 23
(in alphabetical order)

Position Title	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Fire Inspector	I32	Annual	73,047.78	75,969.69	79,008.48	82,168.82	85,455.57	88,873.79	92,428.75	96,125.90	99,970.93	103,969.77	108,128.56	112,453.70
2080-1		Monthly	6,087.32	6,330.81	6,584.04	6,847.40	7,121.30	7,406.15	7,702.40	8,010.49	8,330.91	8,664.15	9,010.71	9,371.14
		Biweekl	2,809.53	2,921.91	3,038.79	3,160.34	3,286.75	3,418.22	3,554.95	3,697.15	3,845.04	3,998.84	4,158.79	4,325.14
		Hourly	35.12	36.52	37.98	39.50	41.08	42.73	44.44	46.21	48.06	49.99	51.98	54.06
Fire Inspector	I33	Annual	73,047.78	75,969.69	79,008.48	82,168.82	85,455.57	88,873.79	92,428.75	96,125.90	99,970.93	103,969.77	108,128.56	112,453.70
2912-3		Monthly	6,087.32	6,330.81	6,584.04	6,847.40	7,121.30	7,406.15	7,702.40	8,010.49	8,330.91	8,664.15	9,010.71	9,371.14
		Biweekl	2,809.53	2,921.91	3,038.79	3,160.34	3,286.75	3,418.22	3,554.95	3,697.15	3,845.04	3,998.84	4,158.79	4,325.14
		Hourly	25.09	26.09	27.13	28.22	29.35	30.52	31.74	33.01	34.33	35.70	37.13	38.62
Fire Marshal	I42	Annual	93,989.14	97,748.71	101,658.65	105,725.00	109,954.00	114,352.16	118,926.25	123,683.30	128,630.63	133,775.85	139,126.89	144,691.96
2080		Monthly	7,832.43	8,145.73	8,471.55	8,810.42	9,162.83	9,529.35	9,910.52	10,306.94	10,719.22	11,147.99	11,593.91	12,057.66
		Biweekl	3,614.97	3,759.57	3,909.95	4,066.35	4,229.00	4,398.16	4,574.09	4,757.05	4,947.33	5,145.23	5,351.03	5,565.08
		Hourly	45.19	46.99	48.87	50.83	52.86	54.98	57.18	59.46	61.84	64.32	66.89	69.56
Fire Training Officer	I41	Annual	94,378.16	98,153.29	102,079.42	106,162.59	110,409.10	114,825.46	119,418.48	124,195.22	129,163.03	134,329.55	139,702.73	145,290.84
2080		Monthly	7,864.85	8,179.44	8,506.62	8,846.88	9,200.76	9,568.79	9,951.54	10,349.60	10,763.59	11,194.13	11,641.89	12,107.57
		Biweekl	3,629.93	3,775.13	3,926.13	4,083.18	4,246.50	4,416.36	4,593.02	4,776.74	4,967.81	5,166.52	5,373.18	5,588.11
		Hourly	45.37	47.19	49.08	51.04	53.08	55.20	57.41	59.71	62.10	64.58	67.16	69.85
Firefighter	I24	Annual	56,316.74	58,569.41	60,912.19	63,348.67	65,882.62	68,517.93	71,258.64	74,108.99	77,073.35	80,156.28	83,362.53	86,697.03
2912		Monthly	4,693.06	4,880.78	5,076.02	5,279.06	5,490.22	5,709.83	5,938.22	6,175.75	6,422.78	6,679.69	6,946.88	7,224.75
		Biweekl	2,166.03	2,252.67	2,342.78	2,436.49	2,533.95	2,635.30	2,740.72	2,850.35	2,964.36	3,082.93	3,206.25	3,334.50
		Hourly	19.34	20.11	20.92	21.75	22.62	23.53	24.47	25.45	26.47	27.53	28.63	29.77
Firefighter Recruit	I22	Annual	54,098.46	55,180.32										
2912		Monthly	4,508.21	4,598.36										
		Biweekl	2,080.71	2,122.32										
		Hourly	18.58	18.95										

Appendix A
IAFF Pay Grades
FYE 23
(in alphabetical order)

Position Title	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Health & Safety	I30	Annual	64,781.60	67,372.50	70,067.66	72,869.94	75,785.58	78,817.44	81,968.38	85,246.20	88,657.14	92,203.80	95,891.95	99,727.63
Coord-2080		Monthly	7,864.85	5,614.38	5,838.97	6,072.50	6,315.47	6,568.12	6,830.70	7,103.85	7,388.10	7,683.65	7,991.00	8,310.64
		Biweekl	2,491.60	2,591.25	2,694.91	2,802.69	2,914.83	3,031.44	3,152.63	3,278.70	3,409.89	3,546.30	3,688.15	3,835.68
		Hourly	31.15	32.39	33.69	35.03	36.44	37.89	39.41	40.98	42.62	44.33	46.10	47.95
Planning Officer	I36	Annual	75,176.26	78,183.31	81,310.64	84,563.07	87,945.59	91,463.41	95,121.95	98,926.83	102,883.90	106,999.26	111,279.23	115,730.40
2080		Monthly	6,264.69	6,515.28	6,775.89	7,046.92	7,328.80	7,621.95	7,926.83	8,243.90	8,573.66	8,916.60	9,273.27	9,644.20
		Biweekl	2,891.39	3,007.05	3,127.33	3,252.43	3,382.52	3,517.82	3,658.54	3,804.88	3,957.07	4,115.36	4,279.97	4,451.17
		Hourly	36.14	37.59	39.09	40.66	42.28	43.97	45.73	47.56	49.46	51.44	53.50	55.64

APPENDIX B

Station #9	Nick Terhune President
Station #9	Jason Smith Secretary/Treasurer
Station #5	John Perryman 1st Vice-President
Station #1	Noel Mohrmann 2nd Vice-President
Station #6	Drew Palmer 3rd Vice-President
Station #8	Michael Rigsby 1st Parliamentarian
Station #2	Ben VanNess 2nd Parliamentarian

Appendix C

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORMAN AND IAFF, LOCAL 2067

For the FY97 and FY98 Agreements, the above parties agree to include sick leave as hours worked for payment of FLSA overtime under the following conditions:

1. The first 89 hours of approved sick leave (per rules and practices of the Fire Department) in a one (1) year period beginning July 1, 1996 will be considered as hours worked for payment of FLSA overtime;

2. An employee on a long term illness, in excess of ten (10) consecutive shifts, will be eligible for FLSA overtime for any portion of the 89 hours as described above not yet utilized and hours following the 10 consecutive shifts;

3. FLSA overtime will not be paid should a double overtime situation be created by payment of that FLSA overtime.

The parties further agree to regularly consult over the next two-year period to evaluate the effects of this Agreement and insure that sick leave abuse or excessive use is not created.

FOR IAFF LOCAL 2067

Tom Coleman

Tom Coleman, Chief Negotiator

Date: 5-2-96

FOR THE CITY OF NORMAN

Suzanne C Ryan

Suzanne C. Ryan, Chief Negotiator

Date: 5-2-96

APPENDIX D

City/IAFF
MEMORANDUM OF UNDERSTANDING
Health Insurance Benefits

In implementing the Last Best Offer selected by Arbitrator Nicholas for the FYE04 Collective Bargaining Agreement, the City and IAFF agree to the following:

1. The Premium Increase implemented by the City on July 1, 2003 of 21.54% will continue as implemented, rather than the 21% premium increase contained in the IAFF LBO.

2. Implementation of the benefit changes contained in the IAFF LBO will be delayed until November 1, 2003, rather than implementing the changes on July 1. 2003 as contained in the IAFF LBO.

3. The component of Article 26 Section 3.E. of the IAFF LBO will be modified to reflect the following: "Increase the PPO co-pay from $20 in network 80% after deductible out of network to ~~$20/$35 spec~~ $25 in network 70% after deductible out of network."

Butch Crawford, IAFF President
Union Chief Negotiator

10/1/03
Date

Gala Hicks, Human Resources Director

10/1/03
Date

Jeff Bryant, Assistant City Attorney

10/1/03
Date

Appendix E

City/IAFF Contract Negotiations
FYE05
Mediation - July 15, 2004

Tentative Agreement for Contract Settlement

The City, subject to approval by the City Manager and the City Council, and the IAFF, subject to approval by their membership, tentatively agree to the following as a settlement for the fiscal year ending in 2005 (FYE05) and the fiscal year ending in 2006 (FYE06).

1. No language changes from the FYE04 contract will be made, except for prior tentative agreements that have been signed by the appropriate representative at a prior negotiation/mediation session.

2. Merit Increases. The City will fund merit increases for bargaining unit members in FYE05 and in FYE06 in order that employees who, by their performance, prove themselves eligible will receive the appropriate merit increases.

3. Health Benefit Plan. Benefits changes to the Health Benefit Plan will include those highlighted in Schedule #1 and will be effective July 1, 2004. No additional benefit changes will be made in FYE06.

4. Health & Dental Benefit Plan Premiums. Premiums will be charged as outlined in the attached Schedule #2. On January 1, 2005, all bargaining unit members participating in the plan will pay an additional $25 per month. The City will consult with the Employee Health Insurance Committee regarding the need to adjust health insurance premiums in FYE06, if such a premium adjustment is recommended and/or if it is projected that the health insurance plan is not adequately funded then an across the board percentage premium increase may be considered by the City, if permitted by contract.

5. Wages. For FYE05, the City agrees to apply a 1.5% increase to the Pay Plan to be effective January 1, 2005. For FYE06, the City agrees to reopen only the issue of wages for further negotiation. The negotiation for a wage adjustment for FYE06 will not occur earlier than March 1, 2005.

6. The City agrees to consult with IAFF regarding HazMat Pay at such time as the City is ready to implement the HazMat Program. The parties agree that HazMat pay is a mandatory subject of bargaining.

7. All other issues are withdrawn.

Butch Crawford, IAFF Chief Negotiator — 7-15-04 Date

Jeff Bryant, City Chief Negotiator — 7-15-04 Date

Appendix F

City/IAFF FYE07 & FYE08 Contracts

SETTLEMENT OFFER

January 8, 2007

THIS SETTLEMENT OFFER IS THE RESULT OF INFORMAL DISCUSSIONS BETWEEN CITY AND IAFF REPRESENTATIVES. THESE DISCUSSIONS ARE NOT CONSIDERED BY EITHER THE CITY OR THE IAFF AS PART OF THE FORMAL NEGOTIATION PROCESS. BOTH THE CITY AND THE IAFF AGREE THIS SETTLEMENT OFFER MAY NOT BE USED IN ANY FUTURE PROCEEDING HELD UNDER THE POLICE AND FIRE ARBITRATION ACT.

1. This settlement offer is to resolve the collective bargaining agreements between the City and the IAFF for the time period of 7/1/06 to 6/30/08 (FYE07 & FYE08 – two year agreement). If the settlement offer is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE07 & FYE08 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. In addition to the Articles outlined below, the parties acknowledge **the prior tentative agreements** reached in the FYE07 negotiations as follows:

   Article 15 – Promotional Procedures – T/A on 2-14-06
   Article 18 - Holidays – T/A on 3-9-06
   Article 20 – Military Leave – T/A on section 1.g on 6-30-06

3. **Article 8 – Grievance Procedure** – add ~~twenty~~ thirty day time period for grievances to be submitted to arbitration (language attached).

4. **Article 11 – Safety Council** – add drug and alcohol testing program similar to that implemented in the Norman Police Department (language attached).

5. **Article 26 – Health Insurance** – The parties acknowledge the work of the Employee Health Insurance Committee and that Employee Health Insurance continues to be a significant area of mutual concern. Effective January 1, 2007, the insurance plan will be modified to provide for 90/10 co-insurance (rather than 95/5). As an informational item, the City also will adjust premiums, effective January 1, 2007, by 9% as recommended by the Employee Health Insurance Committee. The premium adjustments and schedule of benefits are reflected in the attached schedules. Further, the parties, by mutual agreement, may reopen contract negotiations for FYE08 on the issue of Health Insurance to consider recommendations from the Employee Health Insurance Committee.

6. **Article 27 - Uniforms & Article 28 - Food Allowance**: Article 27 will be modified as shown in the attached, signed tentative agreement. The parties agree to meet in consultation to implement a uniform ordering, replacement and maintenance process that allows the bargaining unit member to make uniform purchases on an "as needed" basis. Bargaining Unit members will be provided a Uniform Allowance of six hundred twenty-five dollars ($625) per year. The Food Allowance will be deleted from the contract with Article 28 being "reserved". The parties recognize that $50 in food allowance for the July to December quarters has already been distributed. Therefore, for the remainder of the FYE07, to comply with these contractual changes, the City will issue each bargaining unit member a Uniform Allowance check in the amount of five hundred seventy-five dollars ($575) no later than thirty (30) days after ratification of the settlement agreement. No further food allowance distribution will be made in FYE07.

1/17/07 - Only $25 paid in Food Allowance. One more payment will be made in Jan. for Oct., Nov. & Dec. 06.

Appendix F

7. **Article 29A – Tuition Assistance** – City agrees to increase the amount available for tuition assistance to a total of $10,000 (language attached).

8. **Wages**. The City agrees to implement a **four percent (4%) across-the-board** pay increase for members of the IAFF bargaining unit **effective July 1, 2006 and a four percent (4%) across-the-board** pay increase for members of the IAFF bargaining unit **effective July 1, 2007**.

9. **Pay Plan**. The City agrees to add two (2) two percent (2%) steps to the pay plan in Appendix "A" of the contract ("New Pay Plan"). Merit step movement during FYE 07 will be as follows, provided unit members have satisfactory performance evaluations:

1.	Members who had not reached the top step of the pay plan in FYE 2006 as of June 30, 2006	One step on merit date
2.	Members who reached their top step during FYE 2006 (7/01/05 – 6/30/06)	One step on merit date (2 % step under New Pay Plan)
3.	Members who reached their top step during FYE 2005 (7/01/04 – 6/30/05) (members who have gone one full fiscal year without a step increase)	One step on July 1, 2006 (2 % step under New Pay Plan); and one step on regular merit date (2% step under New Pay Plan)
4.	Members who reached their top step prior to FYE 2005 (members who have gone two full fiscal years or more without a step increase)	Two steps on July 1, 2006 (2) 2 % steps under New Pay Plan) (no additional steps during FYE 07 because members in this category will be at the top step of the New Pay Plan)

10. **Expansion of Training Program with accompanying Rank additions to Pay Plan**. The parties agree to consult regarding expansion of training programs to better prepare bargaining unit members for promotional opportunities as outlined in the attached Memorandum of Understanding.

11. Both parties agree to **withdraw all other offers and counteroffers**, except as outlined above.

Tentative Agreement

IAFF Representative
Date: 1-9-07

City Representative
Date: 1/9/07

APPENDIX G
CITY OF NORMAN – IAFF
Medical Benefit Plan – FYE 23

Medical Benefit Discription	In-Network	Out-of-network
Lifetime Maximum	Unlimited	Unlimited
	Includes Organ Transplant	
First Dollar Medical Coverage		
Individual	$1,000 @ 100%	No first dollar medical coverage
Family	$2,000 @ 100%	
	(excludes co-pays)	
Calendar Year Deductible		
Individual	$150 - medical	$400 - medical
Family	$300 - medical	$800 - medical
	Then:	
Co-insurance percentage	90%	70%
(unless otherwise noted)	After deductible	After deductible
Physician's Office Visit	$25	70%
Co-pay	No deductible/no co-insurance	After deductible
Pre-admission	100%	70%
Out-patient testing	No deductible	No deductible
Out-patient surgery	90%	70%
	After deductible	After deductible
In-patient Hospital	90%	70%
	After deductible	After deductible
Emergency Room - **Emergency Medical Condition** (facility and physician services)	90% - No deductible/ No co-pay	90% - No deductible/No co-pay
Emergency Room - **Non-Emergency Medical Condition** (facility and physician services)	90% after $100 co-pay	70% - After deductible
Urgent Care Facilities	$25 co-pay - 100%	
	no deductible	70% - After deductible
Physical Therapy	90% - after deductible	70% - After deductible
Wellness/Preventive:		
Mammography, Prostate,	100%	70%
Pap Smear, Well Child	No deductible	No deductible
Chiropractic:	$500 calendar year maximum	
spinal adjustment	90%	70%
	After deductible	After deductible
Imaging and Lab	90%	70%
(Non-wellness)	After deductible	After deductible
Annual out-of-pocket maximum		If no in-network providers exist the
		OOP max is:
Individual	$3,175	$5,000
Family	$6,350	$10,500
Includes:	Deductible, co-insurance, co-pays	If there are in-network providers but a
	in network - medical and rx	member chose to go out-of-network
		all benefits will be paid at 70% after
		the Referenced Based Pricing is applied
		with no OOP maximum.

See next page for pharmacy benefits

APPENDIX G
CITY OF NORMAN – IAFF
Medical Benefit Plan – FYE 23

Rx Benefit Description	In-Network	Out-of-network
Retail - participating pharmacy		
Generic	$10 co-pay/no deductible	70%
Preferred name brand	$25 co-pay/no deductible	After deductible
Non-preferred name brand	$45 co-pay/no deductible	
Maintenance Drugs-90 day supply	**Envision Rx or Walgreens**	
Generic	$20 co-pay/no deductible	Not applicable
Preferred name brand	$50 co-pay/no deductible	
Non-preferred name brand	$90 co-pay/no deductible	

This is a benefit summary. Please refer to your Summary Plan Description and/or Summary of Benefit Covera
Employee Medical and Dental Benefit Plan for a complete list of benefits.

Appendix H
Employee Health & Dental Insurance
FYE 22-Semi-Monthly Premiums*
Effective July 1, 2020 (and FYE 23)

	Employee Cost**	City Cost	Total Premium
Single Coverage			
Health	$ 24.75	$ 339.03	$ 363.78
Dental	$ 1.90	$ 19.82	$ 21.72
Total	**$ 26.65**	**$ 358.85**	**$ 385.55**
Family Coverage			
Health	$ 146.15	$ 691.30	$ 837.45
Dental	$ 11.39	$ 45.80	$ 57.19
Total	**$ 157.54**	**$ 737.10**	**$ 894.64**

*These numbers are subject to change.

*The employee semi-monthly health premiums shown above will increase by $25 or $50 in cases where the employee's (and covered spouses) full and proper participation in the Wellness Plan Health Risk Assessment and Biometric testing does not occur. (The difference in the premium increase being based on single or family coverage as applicable.)

APPENDIX I

DRUG AND ALCOHOL TESTING POLICY

SECTION 1. – This addendum incorporates the City of Norman Drug Abuse Policy and Drug Free Work Place Policy.

1.1 Drug testing shall be conducted according to the policies and procedures outlined below as well as all applicable existing federal and Oklahoma state laws and regulations[1], written departmental policies, and in accordance with all provisions of the contractual agreement with the bargaining unit. U.S. DOT Drug and Alcohol testing regulations will only apply where employees are required by law to have a current commercial driver's license (CDL).

1.2. At no time shall any employee, regardless of whether such employee has a state-issued medical marijuana license, ever be in possession of; smoke, ingest, or otherwise consume; or be under the influence of and/or impaired by any alcohol or drugs, including medical marijuana or other medical marijuana products, while on the job.

1.3. Conditions under which an employee will be tested are the following according to their definitions in this Policy:

a. For Cause
b. Post-Accident
c Post-rehabilitation testing
d. Random testing

1.4 At any time the employee's representative, upon request by the employee, and within the requirements of applicable regulations and requirements of approved testing facilities, shall have the right to inspect and observe any aspect of the drug testing program, including the random selection process, with the exception of actual specimen collection and individual test results. The employee's representative may inspect individual test results if the release of this information is authorized in writing by the employee involved.

1.5 Failure to submit to a required drug or alcohol test will subject the employee to disciplinary measures as outlined in this policy.

1.6 The City of Norman will pay for all City required drug/alcohol testing as required for the proper administration of this policy. If an employee requests a confirmation test of a sample within twenty four (24) hours of receiving notice of a positive test, the employee shall pay all costs of the confirmation test, unless the confirmation test reverses the finding of the challenged positive test. In such cases the City shall reimburse the employee for the costs of the confirmation test.

---

[1] Specifically, the Standards for Workplace Drug and Alcohol Testing Act, Title 40, Sec.551-565, as amended by H.B.2033, L. 2011, and the resulting "Drug and Alcohol Testing Rules" approved by the Oklahoma State Department of Health.

1.7 Any time used by the employee for drug or alcohol testing required by the City shall be considered as hours worked for purposes for compensation and benefits.

SECTION 2: Definitions as used in this Appendix:

2.1 The "Act" means the Standards for Workplace Drug and Alcohol Testing Act of the State of Oklahoma.

2.2 "Alcohol" means ethyl alcohol or ethanol:

2.3 "Board" means the State Board of Health..

2.4 The City" means the City of Norman.

2.5 "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;

2.6 "Department" means the State Department of Health for the purposes of this policy; otherwise this means the Fire Department.

2.7 "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein:

2.8 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products;

2.9 "Employee" means any member of the fire department covered under this Collective Bargaining Agreement;

2.10 "Employer" means the City of Norman;

2.11 "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:

a. Results in an equal probability that any firefighter in the Fire Department will be selected, and

b. Does not give an employer discretion to waive the selection of any employee selected under the mechanism.

2.12 "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test

results together with the individual's medical history and any other relevant information. The Review Officer shall not be an employee of the City.

2.13 "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body (this is the statutory definition).

2.14 "Testing facility" means any laboratory, hospital, clinic or other facility, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

SECTION 3: DRUG OR ALCOHOL TESTING – RESTRICTIONS

The City will only request or require an employee to undergo testing under the following circumstances.

3.1. "For Cause" testing means a reasonable belief that an employee may be under the influence of drugs or alcohol. This belief must be based on objective and articulable facts and reasonable inferences drawn from those facts in light of experience and may be based upon:

a. Observable phenomena, such as:

(1) The physical symptoms, conduct or manifestations of being under the influence of a drug or alcohol while at work or on duty, or

(2) The direct observation of drug or alcohol use while at work or on duty.

b. A report of improper drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated, or from another city employee;

c. Improper possession of drugs or alcohol by the employee on duty;

d. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of illicit drugs or marijuana while on duty or while on the employer's premises, or

e. Operating the employer's vehicle, machinery or equipment while under the influence of said drugs.

Before an employee may be subjected to testing for cause at least two supervisors shall identify in writing facts to support the foregoing reasons.

3.2. Post-accident testing: The City will require an employee to undergo drug or alcohol testing if the employer has a cause to believe that the employee or another person has sustained a work-related injury or the employer's property has been damaged as a direct result of the employee's use of

drugs or alcohol, including damage to equipment. For purposes of workers' compensation or unemployment compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statues, alcohol, illegal drugs, or illegally used chemicals shall be eligible for such compensation unless the employee proves by a preponderance of the evidence that the substances, alcohol, illegal drugs, or illegally used chemicals were not the proximate cause of the injury or accident;

3.3. Random testing: The City will require employees to undergo drug or alcohol testing at random. The City will pay the cost of the random testing and the confirmation testing.

Testing shall be on a random schedule basis and will include a number of tests equal to 50% of the firefighters of the entire Fire Department for drug testing and 10% for breath alcohol testing per year.

a. During the process of random testing, if a positive test is received by the Medical Review Officer (MRO) from the testing lab, the MRO will contact the employee. The employee may then request a second confirmation test be completed of the split sample retained by the laboratory. The City of Norman will pay the cost of the initial confirmation test, and the employee shall pay the cost of any employee requested second confirmation test.

b. If the confirmation test is positive, the MRO shall contact the employee and give the employee the opportunity to explain the positive result. If the employee has a lawful prescription for the substance causing the positive test, the MRO shall consider the test result as negative. If the MRO's final determination is a positive test, the MRO will contact the Human Resources Director with the fact that the employee tested positive. No quantitation of results may be disclosed to the employer. The Human Resources Director will contact the employee's supervisor to ensure the employee was placed on leave with pay.

c. An employee who tests positive without adequate explanation will be required to schedule a meeting with the City's Employee Assistance Program (EAP) Counselor. The EAP Counselor shall make an assessment and recommendation for treatment and/or counseling and will notify the Human Resources Director of those recommendations. The Human Resources Director will schedule a meeting with the employee to discuss specific action(s) to be taken. The employee will be required to use their sick leave, vacation leave or comp time while off duty, unless the employee notifies the City

he/she specifically chooses to use leave without pay. If no leave is available, the employee will be placed on leave without pay. At all times during this process the employee has the right to union representation and/or to request a hearing, as in a disciplinary procedure.

d. If the employee refuses to comply with the EAP Counselor's treatment plan or again tests positive in the future a second time, the employee shall be placed on suspension without pay and a termination proceeding shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

3.4 Medical Marijuana License holders: In the event the Medical Review Officer (MRO) notifies the City of a drug test result positive for cannabinoids, and the employee produces proof of having a valid patient medical marijuana license issued by the Oklahoma State Department of Health at the time of the positive test result, the following procedures shall apply:

a. For employees in safety sensitive positions as defined by Federal or State law; other employees subject to federally mandated substance testing requirements; and/or employees subject to specific departmental prohibitions arising from the department's potential loss of monetary or licensing-related benefits under Federal law or regulations, such positive result shall be determined a positive result, and the standard EAP and/or discipline provisions shall apply.

b. For all other employees, in order for testing to occur and any positive test result to be considered a positive test result under this policy, the City must be able to establish one or more "for cause" factors as defined in § 3.1 of this policy which indicate the employee may currently be impaired by drugs or possesses or uses drugs while on duty. If no "for cause" factor can be established, testing shall not occur and if a test does occur without such cause, any test result shall be treated as a negative test result.

3.5 The City will consider the following conduct by an employee as refusal to submit to a drug or alcohol test:

a. Refusing or failing to appear to the testing facility within a specified and reasonable time after being directed to do so;

b. Failing to remain at the testing site until the collection process is complete;

c. Failing to provide a urine specimen for collection; failure to provide a sufficient amount of urine when directed, without an adequate explanation;

d. Adulterating (i.e. manipulating) or substituting a urine sample or attempting to adulterate or substitute a urine sample; or

e. Failing to cooperate with any part of the testing process such as intentionally delaying the collection, or testing process or otherwise engaging in conduct that obstructs or manipulates, or attempts to obstruct or manipulate, the testing process.

3.6. Return to Duty: An employee testing positive may return to duty after completing the requirements recommended by the EAP Counselor and has a negative return to duty drug test.

a. If the employee return to duty drug test is also positive, or if the employee refuses to test at the completion of the EAP process, the employee shall be placed on suspension without pay and a recommendation for termination proceedings shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

b. If in the future another positive test (2nd positive test) occurs the employee shall be placed on suspension without pay and a recommendation for termination proceedings shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

3.7. Post-rehabilitation testing: The City may require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test, or following participation in a drug or alcohol dependency treatment program that was required as a condition to return to work following a positive test.

SECTION 4: CONFIDENTIALITY OF TESTING RESULTS AND RECORDS – DISCLOSURE OF GENERAL HEALTH INFORMATION PROHIBITED.

4.1 The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court or administrative order.

4.2 The records described in subsection 4.1, maintained by the employer, shall be the property of the employer and upon the request of the employee tested, shall be made available for inspection and copying by the employee. The employer shall not release such records to any person other than the employee or the employer's review officer, unless the employee, following receipt of the test results, has expressly granted permission in writing for the employer to release such records, or pursuant to a valid court or administrative order.

4.3 A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:

a. The general health, pregnancy or other physical or mental condition of the employee, or

b. The presence of any drug other than the drug or its metabolites that the employer requested be tested and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the employee. Provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his or her request.

SECTION 5: DISCIPLINARY ACTION

5.1 No action except for a temporary suspension with pay shall be taken by the employer based upon a positive test result unless the test result has been confirmed by a second test as provided for and defined in the statute

5.2 For a first instance of an unexplained positive test result, the EAP and return to work process identified in this Policy shall be used. An employee who tests positive a second time for the presence of alcohol or drugs as defined in this article, in excess of those limits set by rule of the State Board of Health, shall be subject to discipline, including discharge, in accordance with the provisions of the current bargaining unit contract. In the event of such test results, the employee shall have the opportunity to have additional testing done on the sample and shall have the opportunity to explain the results.

Appendix J
City of Norman / IAFF
MEMORANDUM OF UNDERSTANDING

Expansion of Training Program with accompanying Rank additions to Pay Plan.

1. Since 1992, Norman Firefighters Union has attempted to negotiate the implementation of expanded ranks within the Norman Fire Department, which it believes would reflect that of many other departments in the metro area.

2. The Union encourages the Fire Chief and the newly managed training division to develop curriculums to better prepare fire department personnel for advanced rank within their assigned positions.

3. Both the City and the Union agree that an expansion of the training program to better prepare bargaining unit members for promotional opportunities would be beneficial to both the Fire Department by increasing the skills and qualifications of its personnel and to the bargaining unit members by better preparing them for promotional opportunities and enhancing their ability to perform required duties as circumstances dictate.

4. The Union believes the addition of the following *italicized* ranks as associated positions would be appropriate: Captain / *Major*; Sergeant (formerly Driver Engineer) / *Lieutenant*; Firefighter / *Corporal*; Fire Inspector / *Major*; Fire Investigator / *Major*.

5. The Fire Chief believes appropriate training requirements and qualifications for eligibility for additional ranks need to be developed and evaluated prior to implementation of additional ranks.

6. The Union acknowledges that development of appropriate training requirements and qualifications for the additional ranks within the Department is necessary and is willing to work with the Fire Chief and the City in that regard.

7. The Fire Chief, in conjunction with the Training Officer and others he deems appropriate, will develop the training curriculum that he believes is appropriate for each additional rank.

8. Once the training curriculum is developed, the proposals will be reviewed by a Labor/Management Committee comprised of the following: Deputy Fire Chief, Chief of Training; EMS Training Coordinator; one Fire Captain; one Driver Engineer; and one Firefighter. The Captain, Driver and Firefighter to serve on the committee will be selected by the Fire Chief from a list that is submitted by the Union of three individuals from each position. The Labor/Management Committee will make its recommendations regarding the proposal to the Fire Chief.

Appendix J

9. After the Fire Chief has received and reviewed the recommendation of the Labor/Management Committee regarding the training curriculum for each additional rank, he shall consult with the Union a required under Article 6 of the Collective Bargaining Agreement prior to implementation of the program.

10. It is recognized that the Union's proposal to add additional ranks does not contain additional salary cost for implementation. However, it is anticipated that should the Fire Chief opt to implement the expanded training program with accompanying additional ranks in FYE07 or FYE08, then the Union will anticipate negotiating a slight increase for the expanded ranks and those successfully complementing the aforementioned curriculums will then advance to the expanded rank and be compensated accordingly.

James Fullingim, Fire Chief — 1/9/07 Date

Gala Hicks, Human Resources Director — 1/9/07 Date

Butch Crawford, IAFF President
Union Chief Negotiator — 1-9-07 Date

Appendix J-1

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2067
AND
THE CITY OF NORMAN

The Parties acknowledge that they have agreed to the MOU in Appendix J in their CBA but have never agreed on a time frame for implementing the content of the MOU. This agreement sets out the time line for implementation.

The IAFF Local #2067 and the City of Norman are in agreement that the obligations set forth in Appendix J will be completed by May 1, 2013. This applies to the current ranks of Firefighter, Fire Driver Engineer, Fire Captain, EMS Training Officer and Fire Inspector.

The Parties agree that each party will independently review market survey comparisons as well as the qualification changes that result from these various rank restructuring processes to determine any negotiation related position changes that either of the parties may take in future years related to the service impact value of any increased qualifications/training and/or any possible market survey comparison impacts.

The Parties further agree that this MOU does not change any provision of Appendix J, dated January 9, 2007. The positions, views and arguments of either party in relation to that MOU shall remain in place.

The Parties have executed this MOU effective as of the date signed below.

Gala Hicks

Gala Hicks, HR Director

8/8/12

Date

Matthew Hart

Matthew Hart, IAFF President

8/8/12

Date

Appendix K

Memorandum of Understanding

City of Norman and IAFF Local #2067
April 11, 2005

On March 30, 2005, and again on April 11, 2005, consultation meetings were held at the Human Resources Department to discuss issues relating to the application of the Hazardous Materials Program. Those present at the April consultation meeting were: Gala Hicks, Human Resources Director; Rick Knighton, Assistant City Attorney; James Fullingim, Deputy Fire Chief; Butch Crawford, IAFF President; Leroy Lukinbill, Fire Captain; Dennis Mitchell; Fire Captain; and James Moore, IAFF Counsel. The following are the issues where agreement was reached between the City and the IAFF:

1. Certification requirements – The City and the IAFF agree that to be eligible to receive HAZMAT pay, HAZMAT certification must be accredited by IFSAC (International Fire Service Accreditation Congress).

2. Amount of HAZMAT Pay – The City and the IAFF agree that Fire personnel who receive a HAZMAT certification will be compensated at the rate of $100 per month while remaining active in the Norman Fire Department Hazardous Materials Program.

3. Effective Date of HAZMAT Pay – The City and the IAFF agree that Fire personnel who currently have their HazMat certification will begin receiving HazMat pay July 1, 2005.

4. Payment frequency of HAZMAT pay – The City and the IAFF agree to payment of the HAZMAT pay in 24 equal payments (two per month). It is noted that this payment option results in two pay periods per year in which HAZMAT pay will not be paid.

5. Future effective dates for pay purposes – Employees not currently certified shall be allowed administrative leave to achieve certification. Travel expenses and registration fees may be reimbursed depending on City budget authorization. The City and the IAFF agree that regardless of when an employee becomes HAZMAT certified, his HAZMAT pay will not begin until July 1st following the date in which he became certified.

To summarize, the City and the IAFF agree to administer the Hazardous Materials Program as outlined above and agree to defer specific language changes in the contract to the FYE07 Contract Negotiations.

Gala Hicks, Human Resources Director
City Representative

4/11/05
Date

Butch Crawford, IAFF President
IAFF Representative

4-11-05
Date

APPENDIX K

Addendum to Memorandum of Understanding
Signed and Dated April 11, 2005

In addition to the introduction and paragraphs 1 thru 5

6. A fixed number of Hazmat certified personnel shall be set at forty-five (45) employees as a long term department target. Employees receiving the Hazmat incentive as of July 1, 2012 shall be grandfathered into the current Hazmat allowance amount and shall not be removed other than through normal attrition (retirement or termination) or due to normal eligibility requirements subject to legal requirements or action of the Chief for cause. Any such cause based removals would be subject to the grievance process.

7. Grandfathered personnel removed from the Hazmat Incentive program for medical reasons shall be eligible to resume receiving the incentive if they resolve the reason(s) for original removal from the program. Personnel will receive back pay for the fiscal year in which they were reinstated. The parties agree the intent of this provision shall not be used to frustrate the long term intent of the fixed Hazmat stipend numbers which is based on reaching reasonable department Hazmat certified personnel numbers for operation needs.

8. After July 1, 2012, no one will be added to the Hazmat Incentive program except as provided by the grandfathered employees described in seven (7) above. Once the target Hazmat certification (Hazmat incentive) number of personnel is reached in some future year, new Hazmat certified personnel shall be eligible for and added to the incentive within the parameters of the Hazmat target numbers specified above or any new number if changed by the parties prior to that time. New additions to the program shall be based on department seniority.

Gala Hicks, HR Director

Matthew Hart, IAFF President

8/8/12
Date

8/8/12
Date

APPENDIX L

City/IAFF FYE09 and FYE10 Contracts
TENTATIVE AGREEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City and the IAFF for the time period of 7/1/08 to 6/30/10 (FYE09 & 10). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE09/10 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE08 Agreement remain unchanged (T/A's attached):

   Preamble - T/A on 2-25-08
   Article 10 – Check-Off of Dues – T/A on 3-12-08
   Article 14 – Overtime and Callback – T/A on 4-29-08
   Article 15 – Promotional Procedures – T/A on Section 6b on 7-24-08
   Article 16 – Performance Evaluation – T/A on 3-12-08
   Article 18 – Holidays – T/A on 4-29-08
   Article 21 - Sick Leave – T/A on 7-24-08
   Article 22 - Vacation Leave – T/A on 3-12-08
   Article 24 - Injury on the Job Leave – T/A on 7-24-08
   Article 25 - Wages – T/A on 8/27/08 (Appendix A changes as outlined below)
   Article 29 - Incentive Pay – T/A on 8-27-08
   Article 32 - Union Business – T/A on 8-27-08
   Article 36 - Duration of Agreement – T/A on 9-4-08

3. **Appendix A – Pay Plan**. For Fiscal Years ending (FYE) 2009 and 2010, wages for IAFF bargaining unit positions will be as follows:

   FYE09
   Wage rates contained in Appendix A of the FYE08 contract shall be increased across the board by 4% effective July 1, 2008 through June 30, 2009.

   FYE10
   Wage rates contained in Appendix A of the FYE09 contract shall be increased across the board by 4% effective July 1, 2009 through June 30, 2010.

4. Both parties agree that **all other offers and counteroffers are withdrawn.**

Tentative Agreement

IAFF Representative	City Representative
9/17/08	9/17/08
Date	Date

APPENDIX M

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NORMAN, EMPLOYER
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2067

The City of Norman (the City) and the International Association of Fire Fighters, Local 2067 (the IAFF) and collectively, "the Parties", have had discussions and negotiations concerning resolution of the FY 2011/2012 (FYE 12) collective bargaining agreement (CBA). The Parties have reached a tentative agreement subject to approval of the IAFF membership and approval by the City, based on changes agreed to and known to the parties and set forth in an FYE 12 CBA settlement summary document.

As a part of this tentative agreement, the City and the IAFF have agreed to certain provisions of a new "Wellness Program" that will be implemented within this agreement that involves confidential medical testing designed to increase plan participant awareness regarding their health and the risk factors that may influence their future health.

The Parties agree that this MOU and the Wellness Program provisions attached are set forth based on the mutual efforts of the parties to provide greater clarification of these Wellness Program testing processes and shall be considered to be part of the FYE 12 collective bargaining agreement.

The Parties agree that this MOU and the provisions attached are set forth based on the mutual efforts of the parties to reach a fair and good faith settlement of the FYE 12 CBA.

The parties have executed this Memorandum of Understanding effective as of the date signed below.

City Representative

1/30/12
Date

IAFF President

1-30-12
Date

APPENDIX M-1

City of Norman/IAFF Wellness Program

Unless otherwise notified, the City will continue to provide Wellness Program features designed to increase Wellness plan participation. The purpose of this annual evaluation is to improve participant health awareness, allow participants to avoid significant health issues by taking appropriate preventative intervention measures and therefore promote health, save lives and decrease the financial impacts of major illness on the City's health insurance plan. The following program components will be included within this Wellness Program effort:

1. A comprehensive Health Evaluation will be available to all eligible participants annually. Eligible participants are all City employees and their spouses, if covered by the City's health insurance plan. The evaluation process will include a fasting blood draw, blood pressure test and completion of a Health Assessment. The comprehensive blood screening includes, but is not limited to:

    - Cardiovascular disease risks (high cholesterol, high blood pressure)
    - Diabetes
    - Liver and kidney disease
    - Blood, bone and muscle disease (including certain types of cancer)

    (This testing shall not substitute for the annual no cost physical each employee is entitled to under the current health insurance plan.)

2. There will be two options to have screenings performed:

    On-Site Testing

    Participants wishing to take advantage of convenient on-site testing will be asked to register, in advance, by using the online (www.myinteractivehealth.com) registration tool or calling Interactive Health at 800-840-6100. The Health Assessment form can be completed on-line, or if not on-line, the form will be provided at the on-site screening. Registering on-line will include selecting your date, time and location of your onsite test. On-site tests will be scheduled approximately the last week in **March** and the first week of **April** for an approximately two (2) week period.

    LabCorp Testing

    Participants wishing to have their screening conducted at a LabCorp facility will be required to go on-line (www.myinteractivehealth.com) prior to arriving at LabCorp in order to register and complete their Health Assessment. Participants requiring assistance with this online process may call Interactive Health at 800-840-6100. Once a participant has registered, Interactive Health will mail a packet containing a health assessment form, lab locations and instructions. Testing will be available on a "walk-in" basis. Employees can use any available leave accruals is using LabCorp (no leave will be required at the on-site testing). There shall be no co-pay or co-insurance for these services.

Registration and Testing Deadlines

A letter outlining registration and testing deadlines will be mailed to employees in December. Reminders will also be provided via newsletters, emails and flyers.

3. The information complied within the comprehensive health evaluation will be strictly confidentially maintained between the participant and the provider. The information obtained shall not be made available to the City, or any other person or organization (except as provided in Section 4 below). The information will also be maintained and only utilized in compliance with Federal HIPAA (privacy) and GINA (genetic information protection) laws.

4. Participants will receive a comprehensive Personal Health Evaluation Report that provides the blood test results as well as a Personal Health Scorecard. Upon registration participants must provide the fax number for a personal physician of their choosing so Interactive Health can send the physician the participant's Personal Health Evaluation Report. This process will insure participants receive the maximum benefit of our wellness effort. Participants are then encouraged to follow-up on any possible findings with their personal physician.

5. An employee and/or spouse who choose not to participate in the wellness program shall be charged, on a semi-monthly basis, a non-participation fee of twenty five-dollars ($25) per individual. This fee will be collected with regular premium costs to the medical plan with a maximum of fifty $50 per month per non-participating employee or a maximum of one-hundred ($100) per month for a non-participating employee and spouse. Fees will be implemented beginning with the first paycheck in July.

APPENDIX N

CITY/IAFF FYE12 CONTRACT
TENTATIVE AGREEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City and the IAFF for the time period of 7/1/11 to 6/30/12 (FYE12). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE12 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE 09-10 Agreement remain unchanged (T/A's attached):

   Article 1 – Recognition – T/A on Section 5b on 2-22-10
   Article 8 – Grievance Procedure – T/A on Section 2 and 3 on 9-29-10
   Article 14 – Overtime and Callback – T/A on Section 6 on 6-7-10
   Article 18 – Holidays – T/A on Section 1 on 2-22-10

   Articles verbally agreed to on October 12, 2011:

   Article 25: Wages – Effective July 1, 2011, a wage increase of **2.5%** across the board or reasonably applied; **Direct Deposit** – Mandatory effective March 1, 2012; **Merit Increases** – Effective July 1, 2011, merit increase granted.
   Article 26 – Health and Dental Insurance – language updates, implementation of Wellness Plan
   Article 36 – Duration of Agreement – Date changes
   Appendix G – Benefit Matrix – benefit changes
   Appendix H – Insurance Premiums – Wellness surcharge
   Appendix I – Substance Abuse Policy – updates in accordance with State Law

   Appendix M and M-1 – Wellness MOU and description

3. Both parties agree that **all other offers and counteroffers are withdrawn.**

Tentative Agreement

City Representative	IAFF President
1/30/12	1-30-12
Date	Date

APPENDIX O
CITY/IAFF FYE13 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City and the International Association of Firefighters, Local #2067 (IAFF) for the time period of 7/1/12 to 6/30/13 (FYE13). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE13 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE12 Agreement remain unchanged (T/A's attached):

   Article 4 – Affirmative Action signed 05/31/12 – updated EEO provisions
   Article 15 – Promotional Procedures signed 7/12/12 – changes to cutoff dates
   Article 25 – Wages signed 6/18/12 – date changes and clean-up
   Article 27 – Uniforms signed 8/8/12 – added language for Class A uniforms
   Article 29 – Incentive Pay signed 8/8/12 – clarification and clean-up language
   Article 29A – Tuition Assistance signed 5/31/12 – increase assistance by $4,000
   Article 36 – Duration of Agreement – Date changes
   Appendix A-1 – Pay Grades – prior pay grades adjusted ATB **2.75%**
   Appendix B – List of IAFF Officers – updated to reflect current incumbents
   Appendix J-1 – MOU singed 8/8/12 – adding rank restructure timeline
   Appendix K – Addendum signed 8/8/12 – addendum to current Appendix K limiting the number of personnel eligible to receive Hazmat pay and grandfathering current employees

3. Both parties agree that **<u>all other offers and counteroffers are withdrawn.</u>**

Tentative Agreement

Gala Hicks, HR Director

8/8/12
Date

Matthew Hart, IAFF President

8/8/12
Date

APPENDIX P
CITY/IAFF FYE14 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters, Local #2067 (IAFF) for the time period of 7/1/13 to 6/30/14 (FYE14). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE14 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE14 Agreement remain unchanged (T/A's attached):

   Article 6 – Matters Appropriate for Consultation signed 03/27/13 – removed quarterly meetings requirement
   Article 8 – Grievance Procedure signed 06/27/13 – changed "shall" to "may" regarding City Manager meeting with employee
   Article 11 – Safety Council signed 03/27/13 – added designee language
   Article 12 – Bulletin Boards signed 03/27/13 – language clean-up
   Article 13 – Hours of Work signed 06/27/13 – Moved overtime language to Article 14
   Article 14 – Overtime and Callback signed 06/27/13 – added overtime language from Art. 13
   Article 24 – Injury on the Job Leave signed 03/27/13 – added designee language
   Article 25 – Wages signed 06/27/13 – date changes, merits funded for FYE14
   Article 29A – Tuition Assistance agreed upon 11/05/13 – increased assistance from $14,000 to $18,000
   Article 32 – Union Business signed 06/27/13 - added designee language
   Article 36 – Duration of Agreement – date changes
   Appendix A – Pay Grades – pay grades adjusted ATB **1.85%,** appendix retitled
   Appendix B – List of IAFF Officers – updated to reflect current incumbents
   Appendix G-1 agreed upon 11/05/13 – benefit changes effective 01/01/14
   Appendix H – health insurance premium increase effective 07/01/13
   Appendix H-1 agreed upon 11/05/13 – health insurance premium reapportionment effective 01/01/14
   Appendix I – Substance Abuse Policy signed 05/20/13 – language clean-up
   Appendix M-2 – Wellness Program MOU signed 08/15/13 – program changes

3. Both parties agree that **all other offers and counteroffers are withdrawn.**

Tentative Agreement

Gala Hicks, HR Director

11/20/13
Date

Matt Hart, IAFF President

11/20/13
Date

APPENDIX Q

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to resolve and settle any and all grievances, claims, lawsuits, or other proceedings regarding merit increases that were not granted to members of International Association of Firefighters Local 2067 in FYE 2011 – July 1, 2010 through June 3, 2011.

The terms of the settlement are as follows:

1. In FYE 2014 – July 1, 2013 through June 30, 2014 – IAFF members who would have been eligible for a merit increase in FYE 2011 will be advanced one step effective July 1, 2013 and a second step on their regular merit date in FYE 2014 provided that they have not already reached the top of the pay range for that position classification. The members eligible for an additional step effective July 1, 2013 are set forth in the spreadsheet attached hereto.

2. IAFF will withdraw the grievances regarding FYE 2011 merit increases dated May 12, 2011 and September 30, 2013.

3. The parties consider the matter fully resolved and closed. No further requests to arbitrate or litigate FYE 2011 merit increase will be made.[1]

4. The Parties will bear their own costs and attorney's fees incurred in the grievance process.

5. The terms of the MOU constitute the complete and total agreement of the parties on settling the grievances.

Dated this 20th day of November 2013.

Gala Hicks

Gala Hicks, Director of Human Resources
City of Norman, Oklahoma

Matthew Hart

Matt Hart, President and Chief Negotiator
IAFF Local 2067

APPENDIX R

CITY/IAFF FYE15 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters for the time period of 7/1/14 to 6/30/15 (FYE15). If this tentative agreement is ratified by a vote of the IAFF membership and accepted by the City, then any pending or future proceedings to resolve the FYE15 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles (T/A's attached), and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE14 Agreement remain unchanged.

   - **Article 13 – Hours of Work** – language updates. In Section 7, added a, b, c, d, e.
   - **Article 15 – Promotional Procedures** – language updated.
   - **Article 24 –Injury on the Job Leave**-language updated.
   - **Article 25-Wages**-language updated only (without pay chart resolution)
   - **Article 36 – Duration of Agreement** – updated dates and language
   - **Appendix A – IAFF Pay Grades** – A two and three quarter percent (2.75%) ATB increase effective 7/1/14.
   - **Appendix G-2 – Medical Benefit Plan** – changed plan design to include a $1,000 first dollar benefit, $150 single/$300 family deductible, removal of the co-ins maximum and addition of an in-network $3,175/$6,350 out-of-pocket maximum and out-of-network $5,000/$10,000 maximum
   - **Appendix M-3**-City of Norman/IAFF Wellness Program

3. Both parties agree that **<u>all other proposals, offers and counteroffers are withdrawn.</u>**

TENTATIVE AGREEMENT

Gala Hicks, Director of Human Resources

2/23/15
Date

Matthew Hart, IAFF President

2/23/15
Date

APPENDIX S
CITY/IAFF FYE16 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters, Local #2067 (IAFF) for the time period of 7/1/15 to 6/30/16 (FYE16). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE16 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE15 Agreement remain unchanged (T/A's attached):

   - **Article 24 – Injury on the Job Leave** – removed obsolete language
   - **Article 25 – Wages** – Date removal, merits funded for FYE16
   - **Article 29 – Incentive Pay** – Extensive language changes regarding new certifications, increased incentives amounts, performance and training parameters, etc.
   - **Article 36 – Duration of Agreement** – Date changes
   - **Appendix A – Pay Grades** – Pay grade adjustments per classification as follows:
     Firefighters – 2.4%, Fire Driver Engineers – 1.75%, Captains – 2%, Fire Training Officer – 1.5%, Inspectors/Marshal/EMS Training Officer - .5%, Asst. Chiefs - .5% stipend
   - **Appendix G** – Language changes to emergency room benefits
   - **Appendix M-1 – Wellness Program** – Updated dates and location information

3. Both parties agree that **<u>all other offers and counteroffers are withdrawn.</u>**

Tentative Agreement

Gala Hicks, HR Director

Matt Hart, IAFF President

APPENDIX T

CITY/IAFF FYE17 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters, Local #2067 (IAFF) for the time period of 7/1/16 to 6/30/17 (FYE17). If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the FYE17 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE16 Agreement remain unchanged (T/A's attached):

   - **Article 3 – Nondiscrimination** – Changed language in Section 1 to update policy
   - **Article 14 – Overtime and Callback** – Added approval language in Section 5
   - **Article 25 – Wages** – Updated merit dates in Section 4 to apply to FYE17
   - **Article 27 – Uniforms** – Removed outdated language in Section 1 and 5
   - **Article 36 – Duration of Agreement** – Changed dates
   - **Appendix A – Pay Grades** – Adjusted pay grades as follows: An across the board 1.25% wage increase and an adjustment of the step 9/10 split to 4% instead of the current 2%
   - **Appendix M-1 – Wellness Program** – Updated dates and location information

3. Both parties agree that **<u>all other offers and counteroffers are withdrawn.</u>**

Tentative Agreement

Gala Hicks, HR Director

9/19/16
Date

Matt Hart, IAFF President

9/19/16
Date

APPENDIX U

CITY/IAFF FYE18 CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters, Local #2067 (IAFF) for the time period of **7/1/17 to 6/30/19 (FYE18 and FYE19)**. If the tentative agreement is accepted by the IAFF membership and the City then any pending or future proceedings to resolve the **FYE18** Collective Bargaining Agreement between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE17 Agreement remain unchanged (T/A's attached):

   - **Article 8 – Grievance Procedure** – Deleted Section 1 and added and deleted language to clarify procedures.
   - **Article 18 – Holidays** – Increased holiday compensation from 11 hours to 12 hours.
   - **Article 25 – Wages** – Updated merit dates in Section 4 to apply to FYE18 and FYE19.
   - **Article 29A – Tuition Assistance** – Increased tuition funding from $18,000 to $23,000.
   - **Article 31 – Longevity Pay** – Added language capping years of service to 25 for employees hired on or after June 30, 2018.
   - **Article 36 – Duration of Agreement** – Changed dates and added a funding approval clause as it relates to a 2-year contract.
   - **Appendix A-1 and A-2 – Pay Plans** – Adjusted pay plans as follows: An across the board 2% wage increase for both FYE18 and FYE19.
   - **Appendix B – IAFF Officers** – Updated officer list per IAFF request.
   - **Appendix G – Medical Benefit Plan** – Changed out-of-network benefits to no maximum if an out-of-network provider is used when an in-network-provider is accessible.
   - **Appendix M-1 – Wellness Program** – Updated dates and location information. Parties also agree dates for testing services within M-1 will be modified for second year (FYE19) of agreement by notice letter from City HR when such testing date schedules are set with vendor.

3. Both parties agree that **<u>all other offers and counteroffers are withdrawn.</u>**

Tentative Agreement

Gala Hicks, HR Director
3/13/18
Date

Matt Hart, IAFF President
3/13/18
Date

APPENDIX V

CITY/IAFF FYE20 NEGOTIATIONS
TENTATIVE AGREEMENT SUMMARY

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters (IAFF) for the time period of 7/1/19 to 6/30/20 (FYE20). If this tentative agreement is accepted by the IAFF membership and the City, then any pending or future proceedings to resolve the FYE20 Collective Bargaining Agreements between the City and the IAFF will be considered moot and of no force and effect.

2. This tentative agreement involves agreed upon changes to only the following articles, and otherwise all other articles, appendices and provisions of the agreement that were effective during the FYE18-19 Agreement remain unchanged.

   - **Article 9 (new) – Social Media Activities**

   - **Article 15 – Promotional Procedures**
     - Section 5 - Added language regarding the new Assistant Fire Chief (Administration) position and associated promotional procedures and requirements.

   - **Article 25 – Wages**
     - Date changes approving FYE20 merit increases for eligible employees.

   - **Article 36 – Duration of Agreement**
     - Section 2 – Date changes.

   - **Appendix A and A-1 – IAFF Pay Grades**
     - Remove Appendix A-1
     - Increase former Appendix A-2 (now **new Appendix A)** pay grades one and one-quarter percent (1.25%) across the board effective July 1, 2019.
     - Increase **new Appendix A-1** to reflect a one and one-quarter percent (1.25%) across the board increase effective January 1, 2020.

   - **Appendix G – Medical Benefit Plan**
     - Implementation of Envision Pharmacy Benefit Management recommendations effective January 1, 2020 – the Select Formulary Program, the Dispense as Written-Step Therapy program, the Rx 90-day Network program, Managed Specialty Drug program and the Non-Essential Drug program. (Program descriptions attached.)
     - Updated to reflect the new Referenced Based Pricing program for out-of-network claims effective January 1, 2020.

   - **Appendix H – Health and Dental Premiums** (information update for CBA only - no TA required)

   - **Appendix I – Drug and Alcohol Testing**
     - Revised to include Medical Marijuana language and to clarify the random testing process and the return to work process.

- **Appendix M-1 – Wellness Program**
  - Updated language pertaining to dates and deadlines and included requirement of allowing test results to be sent to primary care physician.

3. Both parties agree that **all other proposals, offers and counteroffers are withdrawn.**

TENTATIVE AGREEMENT

Gala Hicks

Gala Hicks, Human Resources Director

1/9/20

Date

Matthew Hart

Matthew Hart, IAFF President

1/9/20

Date

APPENDIX W

IAFF LOCAL 2067 and the CITY OF NORMAN
MEMORANDUM OF UNDERSTANDING

The City and the Union agree that for FYE 21 (July 1, 2020 through June 30, 2021), the prior FYE 20 collective bargaining agreement shall be "rolled over" and all negotiable terms shall remain the same as in place on June 30, 2020 except as set forth in Section 5 below. By this Memorandum of Understanding the parties agree a successor contract has been agreed upon for FY 21 and interest arbitration will not be necessary to reach a contract for FY 21.

1. This Memorandum of Understanding relates to the Collective Bargaining Agreement between IAFF Local 2067 and the City of Norman (the parties) for FYE21.

2. The City and IAFF acknowledge that current economic difficulties facing our nation, state and city has resulted in financial uncertainty for the City of Norman.

3. IAFF, in recognition of the financial uncertainty, desires to provide stability for its membership.

4. The City desires to provide stability to the City and employer/employee relationships to the maximum extent possible during FYE21.

5. THEREFORE, the parties agree:

    a. That employee Wellness screening provided in Appendix M-1 cannot be accomplished within the FYE20 contract due to the on-going pandemic. The fees for non-participation in the Wellness screening processes will be waived in FYE21. New screening dates for the FYE21 screening will be provided to members via e-mail and letter in January, 2021.

    b. No changes shall be made to the FYE 21 pay chart as compared to the FYE 20 pay chart in place on June 30th of FYE 20. However, employee merit step increases for FYE 21 shall continue to occur.

    c. Article 25 - Merit step date revised continuing merit steps during FYE 21.

    d. Article 36 – The Duration of Agreement shall be updated with applicable FYE 21 dates in place for FYE 20 dates throughout.

    e. Appendix A and A1 - Prior pay charts removed. Appendix A-1 in place on June 30, 2020 updated to Appendix A as the proper pay chart for FYE 21 with no other changes applicable.

    f. Appendix G - Medical Plan date to be changed to FYE 21.

6. The City and IAFF agree to rollover all negotiable terms of the FYE20 agreement, including only those changes and waiver as noted above, to FYE21 without further negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of May, 2020.

City Clerk

THE CITY OF NORMAN

BY: _____
City Manager

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

FOR LOCAL NO. 2067 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS:

_____
IAFF President

APPROVED as to form this 11 day of May, 2020.

_____
City Attorney

APPENDIX X
City/IAFF FYE '22 Contract Negotiations
Tentative Agreement Summary

1. This tentative agreement resolves the collective bargaining agreement between the City of Norman and the International Association of Firefighters (IAFF) for the time period of 7/1/21 thru 6/30/22. If this tentative agreement is accepted by the IAFF membership and the City, then any pending or future proceedings to resolve the FYE '22 Collective Bargaining Agreement between the City and the IAFF will be considered moot and of no force or effect.

2. This tentative agreement involves agreed upon changes to only the following articles, and otherwise all other articles and appendices and provisions of the agreement that were effective during the FYE '21 Agreement will remain unchanged.

- **Article 13** – changed to refer to 24 hour shifts for personnel assigned to such shifts instead of qualifying this for Fire Suppression personnel only. Language contemplates changes to Fire Marshal work unit shifts.

- **Article 14** – provides for three Fire Inspector positions to be assigned to twenty-four hour shifts.

- **Article 15** – broadens language related to position eligibility for Fire Marshall promotional process.

- **Article 18 –** adds Juneteenth holiday

- **Article 25** – provides an across the board 4.5% increase to the pay plan for FYE '22 effective July 1, '21.

- **Article 29** – includes some administrative language clean-up, provides increases for certain EMS incentives, removes EMT-Basic incentive for new hires and establishes and details provisions/required training programs for a new Search and Rescue Tech (SRT) incentive.

- **Article 31** – increases the longevity dollar multiplier from $3.70 to $5.00

- **Article 36** – updates the Duration of Agreement article

- **Appendices** – updates Appendix A, G and H for FYE '22

3. Both parties agree that **all other proposals, offers and counteroffers are withdraw.**

TENTATIVE AGREEMENT

_____	_____
For City of Norman	For IAFF Local # 2067
_____	_____
Date	Date

APPENDIX Y

MEMORANDUM

To: Nick Terhune

From: Pam Jones

Date: October 24, 2022

Re: Tentative Agreement for New CBA for FY 2022-2023

The following constitutes the tentative agreements reached between the City of Norman and the IAF, Local No. 2067 for a new Collective Bargaining Agreement for FY 2022-2023.

1. Article 3: Non-Discrimination, Section 1: include the terms religion, sexual orientation, and age

2. Article 7: Personnel Discipline and Discharge, Section1: correct typo to change "or" for "of"

3. Article 14: Overtime and Callback, Section 3: add term "compensatory time"

4. Article 15: Promotional Procedures, Section 4.d: Health and Safety Coordinator: Local's version attached as Exhibit "1." In addition, the Local and the City will sign a Memorandum of Understanding addressing the implementation and filling of the first Health and Safety Coordinator

5. Article 15: Promotional Procedures, Section 4.f: Battalion Chief: City's version attached as Exhibit "2." In addition, the Local and the City will sign a Memorandum of Understanding resolving all possible grievances over prior promotional to the rank of Battalion Chief

6. Article 15: Promotional Procedures, Section 6: Local's version attached as Exhibit "3."

7. Article 17: Reduction in Force: Local's version of priority call back list for three (3) years as attached as Exhibit "4."

8. Article 18: Holidays, Section 1: change number of holidays from 12 to 13.

9. Article ~~21~~ 22: Military Leave: Local's version of new introduction attached as Exhibit "5."

10. Article 21: Sick Leave, Section 3: delete phrase "and explain the nature of his absence" and change one shift to three shifts

11. Article 25: Wages, Section 1: 6% COLA; increase percentage between steps 10 and 11 to 4% and add one step 12 at 4% between step 11 and 12

12. Article 26: Health and Dental Insurance: The Local accepts the City's new plans and withdraws its grievance submitted on September 30, 2022, over the change in the health plan

13. Article 29: Incentive Pay, Section 10: change 45 to 60 employees who can receive Search and Rescue Tech incentive

14. Article 36: Duration of Agreement, Section 6: City will provide the Local bound copies of the Agreement to meet the needs of the membership by a predetermined amount with each station receiving three copies.

A copy of the Memorandum of Understanding on the issue of the Health and Safety Coordinator as agreed to between counsel for the parties is attached as Exhibit "6." Counsel for the parties are working on the final language for the Memorandum of Understanding addressing grievances on prior promotions to the rank of Battalion Chief.

IAFF President

City Representative