

International Association of Firefighters Local 2067 P.O. Box 300 Norman, OK 73070

## *Norman Professional Firefighters*

Butch Crawford, President

Dennis Mitchell, Secretary/Treasurer

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DATE: February 7, 2005

TO: Johnny Vaughn, Fire Chief

FROM: Butch Crawford, President IAFF 2067

SUBJECT: Grievance (Military Leave, Merit date)

This grievance is forwarded to the Fire Chief as per Article 8 section 1 step 2 of the Collective Bargaining Agreement FYE-05.

Upon returning from two years active Military duty in Iraq firefighter Steve Roberts was allowed to return to his firefighting duties after obtaining permission from the City Manager. After receiving his paycheck he realized that he had not accrued his last step raise because of his Active duty assignment. He then spoke with you Chief Vaughn and Gala Hicks concerning this issue and was told that his denial of this step was because of our Contract provisions and that his merit date would also be changed from March to December causing him to wait an additional 9 months to receive his merit raise.

The Union believes the contract language dealing with military leave is intended to mirror the minimum conditions that our members serving in the Military should be granted upon returning from active service in accordance with Federal Law. The Union believes that the City could grant Steve his merit raise if they would consider his previous 8 years evaluations as a firefighter and his outstanding performance during his deployment to Iraq, during which he was promoted to Master Sergeant.

The CBA does not address the City's actions where they have decided to change Steve's merit date from March to December thereby causing Steve to be placed in a position that is in fact worse than his position before he was called to action. We do not believe that this was the intent of the Contract or is the Right thing to do to a returning Military Veteran. The least that should be done is to let Steve retain his previous merit date and receive his merit raise in March. We do not believe this is how we should treat our Military Veterans upon their returning Home.

This action to force terms and conditions that have not been bargained violates the current collective bargaining agreement Article 1 section 1 and section 3, Article 6 section 2 (past practice), Article 20 (Military Leave), Article 23 (Leave of absence without pay) and also the Oklahoma Fire and Police Arbitration Act, 51 O.S. Section 51-

101 ( 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). The Fire Department has allowed re-evaluation for a merit raise to an employee after only two months before.

In accordance with the CBA Article 8 step 2 you have (5) days (excluding Saturdays, Sundays, and Holidays) to render your decision. Thank you in advance for your attention to this matter.

Xc: Gala Hicks, Human Relations Director  
Brad Gambill, City Manager