

*Collective
Bargaining
Agreement*

*Fiscal Year
2003-2004*

Between

THE CITY OF OKLAHOMA CITY

and

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 2406

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ARTICLE 1

PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the City of Oklahoma City, and the American Federation of State, County, and Municipal Employees Local 2406, an affiliate of the AFL-CIO, to provide a workable process for equitable and peaceful adjustment of differences which may arise concerning wages, hours, and conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The City of Oklahoma City, hereinafter referred to as the Employer, recognizes the American Federation of State, County, and Municipal Employees (AFSCME), Local 2406, AFL-CIO, hereinafter referred to as the Union, as the exclusive Bargaining Agent during the term of this contract for those employees listed on Addendum A.

- (a) Employees in Addendum A shall be covered by this Contract, with the exception of all employees in the Offices of City Manager, Municipal Counselor, Personnel, Finance, Information Technology and City Auditor.
- (b) However, employees of the Print Shop section, the Procurement section, and the Animal Welfare Division in classifications listed in Addendum A, and Computer Graphic Operators in the Geographic Support Section of the Department of Information Technology and Cashiers in the City Treasurer's office shall be covered by this contract.
- (c) The Union and its members, including those assigned to 911, agree to a prohibition of any kind of job action, including participation in strikes, work slowdowns, improper mass absenteeism, or work stoppages, and are prohibited from sanctioning or endorsing such acts. In consideration of this prohibition, the City agrees that during the term of this Agreement, the City shall not lock out members of the Bargaining Unit.

2.2 Newly hired probationary employees will not be afforded access to the provisions of this Contract.

2.3 Temporary, seasonal, part-time, and other employees who are hired without employment benefits extended to permanent positions, will not be afforded access to the provisions of this contract.

- (a) The City agrees to limit the use of temporary, seasonal, part-time or other employees under this section, to 1664 hours worked per employee, per fiscal year.

ARTICLE 3

AUTHORITY AND TERM

3.1 The Employer and the Union have, by these presents, reduced to writing this collective bargaining agreement resulting from negotiation sessions entered into by the Employer and the Union.

3.2 This Agreement shall be effective July 1, ~~2003~~ 2002, and shall remain in full force and effect through the 30th day of June, ~~2004~~ 2003.

3.3 The term of the contract shall not extend beyond June 30, ~~2004~~ 2003. If either party desires to modify this Agreement it shall notify the other in writing at least one hundred and twenty (120) calendar days prior to June 30, ~~2004~~ 2003.

3.4 In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the expiration of this Agreement.

3.5 In the event that the Union and the City are unable, within sixty (60) days from and including the date of the first negotiations, to reach an agreement, any and all unresolved arbitrable issues may be submitted to non binding interest arbitration upon the request of either party. Nothing in this procedure shall prevent but shall not require the parties from continuing to negotiate after May 1st on unresolved issues. During the arbitration hearing each party shall make a presentation of their position on each unresolved issue. The parties shall have 5 days after the conclusion of the hearing to present in writing to each other and to the arbitrator their best offer on each unresolved issue. The arbitrator shall not be bound by either party's final position but shall consider normal interest arbitration standards, stipulations of the parties, and ability to pay in making the decision. The party wishing to change the language will always bear the burden of persuasion. The arbitrator shall render his/her decision within 15 days of receipt of the parties' final position statements. The parties shall return to the table to consider the recommendation. The City Council shall either adopt the recommendation of the Arbitrator or direct the parties to return to the bargaining table to continue negotiations pursuant to this section. The decision of the City Council shall be binding on the parties. The arbitrator shall be selected from the American Arbitration Association. In the event interest arbitration is invoked and the arbitration award is not returned prior to the expiration date of this contract, and/or the City Council has not had an opportunity to vote on the arbitrator's award before the expiration date of this contract, the existing contract should remain in effect until the Council has had an opportunity to vote as indicated above.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the

City and remain exclusively without limitation with the rights of the City.

Except as may be limited herein, the City retains the rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Oklahoma City and the ordinances, policies, rules and regulations promulgated thereunder.

4.2 The Union specifically recognizes the necessity of continuous improvement in efficiency and effectiveness throughout the Employer's operations covered by this Agreement, and in that connection, it will urge its representatives and members to cooperate with the Employer in accomplishing this result.

4.3 No department or division will issue rules and regulations affecting its employees which are not in substantial compliance with the rules and regulations of the City of Oklahoma City, and this Agreement. No employee covered by this Agreement may refuse or decline to perform tasks or duties as assigned by the supervisor of said employee at the time direction is given to undertake the task or duty. (Subject to the provisions of Article 12, Section 12.2). In this regard, employees in the Bargaining Unit assigned to 911 shall be required to comply with such staffing required to meet the needs of that service.

The City's Personnel Department agrees to provide a receptacle for placement of the following documents that are issued or published on or after July 1, 1997, for retrieval by a representative of AFSCME Local 2406:

1. Personnel Services Bulletins;
2. Documents distributed to all City employees, including benefit information;
3. Vacancy notices for positions covered by this CBA;
4. Any changes to City-wide policies and procedures; The Personnel Director agrees to notify other Department Heads to provide copies of changes to their department/division policies, and the reasons therefore to AFSCME Local 2406.

ARTICLE 5

BARGAINING UNIT SECURITY

5.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership, or management, of either party hereto or by any change geographically or place of business of either party hereto.

5.2 In the event that the Employer determines that work currently performed by bargaining unit members is to be transferred to a Trust, contracted out, or abolished and such decision would result in a layoff or abolishment of positions, the Employer shall notify the Union. Such notification shall be in written form and shall include the department and division, as well as the employee classifications(s) to be transferred to a Trust, contracted out, or abolished. The Employer agrees to make every effort to retain the personnel affected by said contract.

5.3 The Employer agrees to deduct, bi-weekly, dues and assessments in an amount certified to be correct by the Secretary-Treasurer of the Union, from the pay of those employees who individually request by means of Payroll Deduction Card Authorization that such deductions be made. The Employer further agrees to deduct, bi-weekly, a service fee from the wages of those employees who are in the bargaining unit but who are non-union members of AFSCME Local #2406, upon condition precedent that said non-union members execute and keep effective a valid payroll deduction authorization for said purpose. The amount of this service fee shall be uniform among said non-union employees and shall be for the purpose of payment for negotiation and administration of the Collective Bargaining Agreement.

The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union. Cost for the payroll deduction service shall be charged by the City in accordance with the following:

- (a) Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the Union, or due to indefinite, erroneous or conflicting data, shall be paid for or borne by the Union. The charges are to be based on the City's actual cost and will be due and owing to the City, upon delivery of an itemized invoice to the Union.
- (b) For normal services contemplated, Union shall be charged two hundred and fifty (\$250.00) dollars per year covering the period of this Agreement. The Union shall remit the above in twelve equal installments prior to and before the fifth (5th) day of each month.
- (c) The City shall not be liable either at law or equity for any damages incurred by the Union, which occurs from the City's non-performance or delay of the duties and obligations of the Article 5 Section 5.3 covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

5.4 Except as specifically provided in this Agreement, all rights and privileges currently enjoyed by members of AFSCME Union shall remain and be applied as currently applied that are set forth in the City Charter, the City Personnel and departmental rules, regulations, and policies for the City of Oklahoma City. The Employer reserves the right to make changes to the personnel and departmental rules, regulations, and policies and will notify the Union when such changes are made. In the event that the Union believes that such change violates the contract, it shall have the right to file a grievance regarding the change.

5.5 Written notice shall be directed to the Personnel Director not less than five (5) working

days prior to the day and time that the employee desires to be absent from assigned duties and to conduct bona fide union business. Approval of such time shall be at the discretion of the Personnel Director and will not normally exceed a bargaining unit total of 700 hours per fiscal year and further shall depend on the workload of the affected employee and the ability of the City to leave said work undone. The 700 hour maximum shall not apply to approved release time for bargaining team members to attend formal bargaining sessions, nor shall the limit apply to departmental (job site stewards) who attend pre-determination hearings for employees within the same department. The limit shall not apply to approved release time for time spent in Labor/Management Committees by approved committee members. Release time to attend Pre-determination meetings will require 24 hours notice.

5.6 Any employee who chooses to withdraw from Local 2406, shall have a ten (10) calendar day time period beginning the first of January in which to withdraw their membership in the Union, provided they present a letter requesting withdrawal to the Union, and a signed authorization card to the Benefits Division of the Personnel department.

5.7 The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union.

5.8 It is understood that the Union President shall serve in the assignment of the Union Liaison at salary range 417 on a temporary basis. When an employee ceases to be AFSCME President he/she will return to his/her former classification at his/her previous rate of pay or step. If an employee receives step increases while serving as Union Liaison, he/she will be returned to his/her previous pay range at the step corresponding to the number of merit steps received while serving as Union Liaison.

If an incoming President's current salary should exceed the maximum rate of the Union Liaison pay range, he/she will continue to be compensated at his/her present rate and will be eligible for merit steps in a higher range.

The Labor Relations Manager and AFSCME Business Agent will make recommendations to the Personnel Director regarding the performance evaluation established for the Union Liaison. The Personnel Director and City Manager or designee will make a final determination based upon the recommendation submitted.

5.9 Employer agrees not to enter into any other agreement, written or verbal, with any other labor organization, employee association or department association which in any way conflicts with the provisions of this Agreement.

5.10 Management will permit the Union to affix bulletin boards for its use in communicating with its members at mutually agreeable locations. Material which is not abusive of any person or organization and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to Management and also signed by authorized officials of the Union and Management of the department or division prior to posting.

ARTICLE 6

PROHIBITION OF STRIKES

6.1 The Union 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 it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any person to participate in any illegal job action such as strike, slowdown, mass resignation, mass absenteeism or any type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct, 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. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of Agreement where the acts or action herein before enumerated are not caused or authorized directly or indirectly by the Union.

6.2 Upon notification confirmed in writing by Employer to the Union that certain of its members are engaging in an illegal job action, the Union shall immediately, in writing, order such members to return to work at once and provide Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work, and notify same of impending disciplinary action should they continue in such activity.

Such characterization of the job action by the Employer shall not establish the nature of the job action.

Such notification by the Union shall not constitute an admission by it that an illegal job action is in progress or has taken place or that any particular member is or has engaged in an illegal job action. In the event that an illegal job action occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible.

6.3 Employees shall not be entitled to engage in any strike or concerted action of any kind. Notwithstanding the provisions of any other law, any person holding such a position with the City who, by concerted action with others and without the lawful approval of his/her superior, willfully absents him/herself from the ~~from the~~ position or abstains in whole or in part from the full, faithful and proper performance of his/her duties for the purpose of inducing, influencing, or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment shall be deemed to be on strike but the person, upon request, shall be entitled to a determination as to whether he/she did violate these provisions. The request shall be filed in writing with the Department Head within ten (10) days after regular compensation has ceased or other discipline has been imposed. In the event of such request, the Department Head shall commence a proceeding within ten (10) days for the determination of whether the provisions of this article have been violated by the employee. The decision of the Department Head will be within ten (10) days of the hearing. If the decision of the Department Head is to sustain the discipline or termination, the affected employee shall have the right of review of the district court having jurisdiction of the parties, within thirty (30) days from such decision, for determination whether such decision is supported by competent, material and substantial

evidence on the whole record. To provide for the exercise of these rights, a method of arbitration of disputes may be mutually agreed to. However, the only decision of the arbitrator is whether the employee engaged in any strike or concerted activity and the appropriateness of the discipline.

ARTICLE 7

MUTUAL RESPONSIBILITY

7.1 This Agreement shall not foster or create, either in the Employer or in the Union, any right, claim, or other adaptation that shall limit their mutual responsibility to undertake concerted actions in assuring equitable and fair treatment of all applicants for employment and employees or Union members covered hereunder in their vocational and career pursuits and aspirations.

7.2 Pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Guidelines, Rules and Regulations of the Equal Employment Opportunity Commission; State of Oklahoma Human Resources Department Directives; and, the City of Oklahoma City Policy on Equal Employment Opportunities, each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this Agreement. Said Mutual Responsibility shall extend to and include Americans with Disabilities Act, Civil Rights Act of 1991, and the Family and Medical Leave Act of 1993 (effective February 5, 1994, as per the Act interpretation).

In the event that any portion of this contract unintentionally conflicts with the Employer's capability to be in compliance with said Acts, the EEC Guidelines will be overriding to that portion of this contract.

7.3 In the event that any portion of the Contract shall be determined as in conflict with the statutory or administrative provisions identified in Section 7.2, above, or, should a provision of this contract in any manner negatively or adversely affect the Employer's compliance to the provisions of Section 7.2 above; then, in either of these particular situations, the conflicting provision of this contract shall become null and void, without legal effect whatsoever and not withstanding prior dealings, traditions or status quo positions.

7.4 Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and Management within ten (10) regularly scheduled working days after request of either party subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month.
- (b) Such meetings must be attended by the Business Agent of the Union or designee and not to exceed an additional two- (2) members of the Union, the Personnel Director of the City and/or other designated representatives of the City.

- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subject the party serving such notice wishes to discuss. If both parties have a subject they wish to discuss, they shall exchange agendas prior to such meeting.

Discussions at such special conferences shall be limited to the items set forth in the agenda.

- (d) Such special conferences shall be held at 4:00 p.m. on the day for which they are scheduled. Employees shall be paid at their regular rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

7.5 All Personnel Services Bulletins will be reviewed by the Bargaining Agent prior to being put into effect. It is agreed and understood that Personnel Service Bulletins may be implemented unilaterally by the Personnel Department. Management's failure to comply with the terms of Personnel Services Bulletins may be reported to the Personnel Director by the Bargaining Agent. It is understood that the Union retains the right to grieve pursuant to Article 8 of the Collective Bargaining Agreement.

7.6 Pre-determination meetings must be conducted in situations where disciplinary action in the form of suspension, demotion or termination may result. All pre-determination hearings will be scheduled at least 48 hours in advance of hearing, with written notification to the employee. The Pre-determination notice will inform the employee that he/she may participate in the Pre-determination hearing but will not be required to do so. In the event an employee chooses to forego participation in the Pre-determination hearing, management will make a decision without the employee's participation, but the employee will not be deemed to have waived any rights under this contract. Upon request from the Union, the City shall notify the Union of any final disciplinary action taken in departments where the provisions of this Agreement apply and the Union has not served as the employee's representative. It is understood that such information will only include the employee's department, division, and section; the date and nature of the infraction; and the final disciplinary action. The employee will not be identified by name, unless the discipline imposed involves a loss of pay. If the employee requests a Union representative as provided for under the Weingarten Doctrine, the Union representative will be authorized to attend the hearing, except that the Union reserves the right to provide legal counsel and witnesses. In the event an additional Union representative attends the hearing, the Union must designate only one representative to serve as the spokesperson on behalf of the employee. Faxed Notice shall be sent to the Union so it has time to request Union leave for a representative. Release time for Union representation and employee witnesses must be requested 24 hours in advance. The proceedings shall be conducted by management as a due process fact finding, not as an advocacy appeal hearing.

ARTICLE 8

CONTRACT GRIEVANCE PROCEDURE

8.1 It is the declared objective of the parties to encourage the prompt and informal resolution of employee grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances. The Union or any employee may file a grievance, as hereinafter defined, and shall be afforded the full protection of this Agreement.

8.2 No matter shall be entertained as a grievance hereunder unless it is raised with the other party within ten (10) business days after the occurrence of the event giving rise to the grievance. However, where the employee did not know or could not have known of the occurrence of the event giving rise to the grievance within the ten (10) business day time frame, the employee will not be penalized for failing to satisfy the time requirement. The employee must, however, raise the matter with the other party within ten (10) business days once the occurrence of the event is known or should have been known.

8.3 Controversy between the Employer and the Bargaining Agent or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement shall be considered a contract grievance and adjusted in the following manner:

STEP I The grievance shall be discussed by the employee involved with their immediate supervisor (except grievances regarding discharge or suspension, which shall be initiated under the provisions of Article 9 of this Agreement). The employee's job site steward or Local Union representative shall be present at said discussion, if the employee so desires. If not resolved, the Union Representative shall then forward a written official grievance form and a fact sheet to the head of the division. The fact sheet should include specific information including what happened, when it happened, who was involved and how the allegations violate the contract. The written answer shall be submitted by the Division Head within seven (7) calendar days to the employee involved and to the Union Steward. If a Steward within the department where the grievance exists is not available, the employee may request a Chief Steward, or a representative designated by the Union, to act as a substitute.

STEP II

(a) If the grievance is not resolved by the provisions of Step I, the Union Executive Board shall consider the merits of the grievance and shall have sole authority to determine whether to proceed with the grievance. If the Executive Board decides to pursue the grievance; it shall be reduced to writing and submitted to the employee's Department Head for adjustment within fourteen (14) business days of the division head's response.

(b) The Department Head shall submit his/her answer to the Union Business Agent with a copy to the Personnel Department and

the employee involved within ten (10) business days of the receipt of the grievance. If the Department Head fails to respond to the grievance within the ten (10) business days, the grievance shall be considered denied and the grievant may advance the grievance to the third step of the grievance procedure.

STEP III If the grievance has not been settled within that time, the Bargaining Agent shall send the grievance within seven (7) calendar days to the Personnel Director, or designee for review, and possible resolution. The Personnel Director or designee shall submit a written response to the grievance within twenty (20) business days of receipt of the grievance. Or if the parties mutually agree, the grievance shall be submitted for mediation to a mediator of the parties choice according to the rules of the Federal Mediation & Conciliation Service (FMCS). If the parties are unable to mutually agree upon a mediator, the FMCS shall appoint a mediator to assist in adjusting the grievance at this level. The parties shall each select a representative to present their respective parties' position to the mediator. Each party shall also be represented by at least one individual. Each side shall present a summary of its position to the mediator, which presentation shall be limited to an hour per side.

The presentation shall include a summary of all relevant facts. If at the conclusion of the hearing, the parties have not settled the grievance, the mediator shall make written finding of facts and recommendations and submit them to the parties within ten (10) business days of the conclusion of the hearing. Said findings and recommendations shall be advisory only and not be binding on the parties or admissible in any subsequent arbitration hearing. If the grievance is unresolved at this step, the grievant may proceed to Step IV within seven (7) business days of receipt of the mediator's findings or the Personnel Director's decision.

STEP IV If the grievance has not been settled by the provisions of Step III, it shall be sent within five (5) business days to the City Manager for adjustment. The City Manager shall submit his answer to the Personnel Director, the Department Head, the employee involved, and the Grievance Committee within seven (7) business days.

8.4 If the City Manager and the Union Grievance Committee have not settled the grievance within that time, it may be submitted to arbitration for adjustment as follows:

- (a) Within thirty (30) business days, the Union or Employer may request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within five (5) business days after receipt of the list of arbitrators

from the Federal Mediation and Conciliation Service, the parties shall alternately strike the name of one (1) arbitrator from the list of five (5), until one (1) name remains, with the grieving party making first strike from said list.

If a request for an arbitration panel is not made within ninety (90) days from the date of the Step IV decision, the right to request a list of arbitrators or proceed further in arbitration shall be forfeited.

- (b) The arbitrator shall call a hearing to be held within thirty (30) business days after the date of the appointment, giving at least seven (7) days notice in writing to the Union and the Employer of the time and place of such hearing.

The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and production of books, records, and other evidence relative or pertinent to the issues presented for determination.

- (c) A hearing conducted by the arbitrator shall be concluded within ten (10) business days from the time of commencement. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented.

A copy of said opinion shall be mailed or otherwise delivered to the Union and the Employer.

- (d) With respect to the interpretation, enforcement, or application of the provisions of this Agreement, which do not relate to the statutory and charter authority of the City Council and the City Manager, the decision, findings and recommendation of the arbitrator shall be final and binding on the parties to this Agreement.
- (e) The cost of the arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

8.5 The Union Business Agent, or his authorized representative may report an impending grievance to the Personnel Director in an effort to forestall its occurrence.

8.6 All time limits set forth in this Article may be extended by mutual agreement, but if not so extended, they must be strictly observed.

- (a) The time limits in which a grievance is first presented as set forth in Section 8.2 in Article 8 and Section 9.1 of Article 9 of the contract are to be strictly

observed. If the grievance is not presented within the time limits set forth in Sections 8.2 and 9.1, the grievance is not timely and will not be considered. There is no right of access to any of the grievance procedures unless the initial presentation of the grievance is made within the time limits set forth in Section 8.2 and 9.1.

- (b) If the City fails to respond to a grievance within the time set forth in Steps I, II, III, and IV of Section 8.3 of the contract, the grievant may presume the City has denied the grievant's request for adjustment and advance the grievance to the next step. The grievant or the Business Agent for AFSCME shall notify the City, in writing, when a grievance has been advanced to the next step because of the City's failure to respond.

If the City responds to a grievance after the time limit identified in the appropriate step in Section 8.3 of the agreement has expired, the grievant shall be permitted to advance the grievance to the next step, within the time limits for the next step from the date of the City's denial (and not from the date when the City's response was due).

- (c) If the grievant has not advanced his grievance to the next available step within the time period set forth after the City's response to the grievance, the City may send notice to the AFSCME business office that the grievance has not been advanced and the City intends to rely on the failure to advance the grievance as a settlement of the grievance at the preceding step.

If the grievance is not advanced within five (5) business days from the date of the City's notice, the grievance shall be considered settled, and the right to proceed further in the grievance procedure shall be forfeited.

- (d) Nothing in this agreement shall inhibit the parties' ability to extend time limits set forth in Article 8 of the contract, as set forth in Section 8.6.

ARTICLE 9

DISCHARGE AND SUSPENSION CASES

9.1 In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and he/she believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the head of the department in which the employee was working within seven (7) regularly scheduled work days after the employee receives written notification of such discharge or suspension. Each grievance must include the facts regarding the suspension or discharge, including who is affected, when the event leading to the grievance happened, where it happened, which Article and Section of the Collective Bargaining Agreement has been violated, and the employee's requested

resolution to the grievance.

9.2 In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension. It is understood that the provisions of this section of the Agreement are procedural in nature for the purpose of supplying maximum flexibility to settle discipline and suspension cases prior to arbitration.

9.3 It is understood and agreed that upon filing a grievance under this Article, the grievance will proceed to Article 8, Section 8.3, Step II, (b).

9.4 It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

9.5 Any employee covered by this Agreement, or the Union Business Agent with written, signed authorization from the employee, may view the contents of his/her personnel file in the Personnel Department in the presence of a member of the Personnel staff at any reasonable time, upon request.

ARTICLE 10

PROMOTIONS

10.1 All full-time promotional positions shall be posted initially for full-time City employees for a minimum period of five (5) working days but no longer than a maximum period of ten (10) working days from the date of distribution of the announcement to the work site.

10.1.01 Once a job has been posted internally for the ten (10) days described above and there has been no successful bidder from the bargaining unit, then the Personnel Department may determine the amount of time to post a job publicly. There shall be no requirements to re-post announcements which have been posted in conformance with this procedure.

10.1.02 "*Preference*" is defined as completed selection procedures on one group of applicants before the next group of applicants is considered. For the purpose of this Article, a major Division shall be defined as an organizational unit comprised of fifty (50) or more budgeted positions. Therefore, employees from department or major division will be screened, tested, referred to the hiring department, and hired or rejected before other City applicants can be considered.

10.1.03 However, should there be an insufficient number of applicants from the department, or major division, full-time city employees may be tested at the same time as long as divisional or departmental applicants are hired or rejected before other full-time City employees are considered for

final selection.

10.2 *Seniority* - Seniority shall be given weight, but not exclusive weight, in all selection procedures for general pay plan positions as follows: The five (5) most senior employees (without considering union or non-union affiliation) who possess the minimum skills, knowledge, and abilities as described in the job requirements for any vacancy shall be screened into the selection procedure in the following manner: division, department, City-wide full-time employees. An additional group of the next five (5) most senior employees with the minimum skills, knowledge, and abilities may be screened into the selection procedure for each additional vacant position in the same classification.

10.2.01 The parties shall each appoint two (2) members to a promotional committee to evaluate promotional procedures, including what weight should be given to seniority in promotions. The committee shall meet monthly, unless there is a mutual agreement to change the schedule. The recommendations of the committee shall be delivered to the spokesperson of the bargaining teams on or before April 15, 2003. The parties agree to leave this issue in committee to be discussed further during fiscal year 2003-2004.

10.2.02 In fiscal year ~~2003-2004~~ ~~2002-03~~ management will make the initial appointment of an acting assignment position listed in Addendum A. If the acting assignment is anticipated to be for a period of time greater than four (4) weeks, management will request other bargaining unit members to express interest in the acting assignment. The acting assignment will be rotated every four (4) weeks in order of seniority among employees who would be eligible to promote into the position.

10.3 *Passing Scores* - Passing scores for selection procedures shall be seventy percent (70%). At the applicant's request and pursuant to an appointment made with the Personnel Operations Division, applicants will be individually given their actual test scores. However, the selection procedure documents will not be viewed by the applicant and no specifics by test item will be provided, except employees will be given information about areas in which they need to improve.

10.4 *Eligibility List* - Eligibility lists shall be established only for the classifications listed below; names on eligibility lists shall be maintained for a period of 180 days for general pay plan positions included in this list or new classification/titles proposed and adopted by City Council to replace the existing classification/titles on this list. Vacancy announcements may be posted at any time to supplement the names on existing eligibility lists and will be posted for at least five (5) working days. Employees may test for the same position only twice in the same twelve month period.

Eligibility List Classification/Titles

Animal Welfare Officer
 Animal Welfare Representative
 Building Heat & Air Mechanic
 Building Inspector I
 Building Inspector I Provisional
 Building Maintenance Mechanic
 Carpenter
 Clerk Typist

Code Technician
Crew Worker
Customer Service Clerk
Customer Service Representative
Electrical Inspector I
Electrical Inspector I Provisional
Electrician
Electronic Technician I
Environmental Code Inspector
Equipment Operator I
Facilities and Plant Mechanic I
General Office Clerk
Grounds Maintenance Operator
Horticulture Worker I
Horticulture Worker II
Jailer
Laboratory Technician
Mechanic
Mechanical Inspector I
Mechanical Inspector I Provisional
Mechanic Helper
Meter Reader
Nursery Worker
Plant Operator
Plumber
Plumbing Inspector I
Plumbing Inspector I Provisional
Police Report Clerk
Public Safety Communications Dispatcher Trainee
Roofer
Survey Aide I
Tree Trimmer
Utility Worker Trainee
Water Service Representative

10.4.01 These positions shall be posted first for internal and external candidates with a statement on the vacancy announcement that preference will be given first to any applicants currently working in the department or major division, then to other full-time City employees before any outside candidates may be considered. This would also apply to new classifications/titles proposed and adopted by the City Council to replace existing classifications/titles listed on this document subject to agreement with the Bargaining Agent.

10.4.02 The Personnel Director shall have the authority to revoke an existing eligibility list and establish a new list when all candidates left on the list have been determined to be unsuitable.

10.4.03 When an employee is awarded a job under the provisions set forth in Section 10 of this

Article, the successful bidder shall be on job probation for a period of six (6) months in this new classification and may be removed therefrom at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of his job. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied.

10.5 Whenever a position is posted under the provisions of this Article with a vacancy announcement prepared by the Personnel Department, such vacancy announcement shall be initialed by a Steward (representative) of Local 2406, in each work section whenever possible.

10.6 *AFSCME Employees Who Leave Bargaining Unit Positions.* The City of Oklahoma City and the American Federation of State, County, and Municipal Employees Union Local 2406, hereinafter referred to as AFSCME, enter into this Agreement re: AFSCME employees who leave bargaining unit positions:

1. AFSCME Bargaining Unit employees that elect to enter a new pay plan such as Police and/or Fire shall be notified that upon entering the new employment status they shall forgo any employment status previously enjoyed with The City of Oklahoma City. Upon movement to the new employment, the individual shall be paid any accrued vacation and sick leave as appropriate and shall begin as a new employee under the terms and conditions of the new employment.
2. If the employee then fails to meet the terms and conditions of the new employment, the individual can apply for employment having no preferential treatment given.
3. If the employee promotes to a management position and fails to meet the terms and conditions of his/her employment, or chooses to demote within three (3) months from date of promotion, and the job classification previously held is not filled, the employee will have the right to return to that previous classification at his/her previous pay rate. However, if the employee has served more than three (3) months, he/she shall have only the option to apply for vacant bargaining unit positions.

ARTICLE 11

RIGHT TO CLASSIFICATION REVIEW

11.1 In the event new classifications are created that impact classifications currently represented by the bargaining unit, the Union will be advised, in writing with a statement of position by the Employer as to whether the new classification should be included in the bargaining unit.

The Employer agrees that it is not its intention to create new classifications or modify existing ones for the purpose of adversely affecting the unit.

11.2 In the event an employee feels that his/her actual work is not in conformity with his job specification, the employee may request a review of his/her position classification through his supervisor and Department Head, outlining in writing, on the form specified by the Personnel Director, his/her job duties. If a field job audit is necessary, it shall be done by the Personnel

Department and any reclassification shall be in conformance with the Oklahoma City Personnel Policies.

The results of all bargaining unit job audits, whether desk or field audits, shall be reduced to writing, and whether the result of the audit is to recommend a reclassification or denial of same; a copy shall go to the Department Head and the employee. The Union shall be provided a copy of such audit results involving a class of employees as well as individual employee audit results, unless the employee objects. Whenever the title of a classification is changed without a change in pay range, the employee shall retain the pay step within the range in the retitled classification as he/she had in the former classification. Whenever an employee's classification is changed to a classification with a higher pay range, that reclassification shall be considered as a promotion.

The City will conduct a job classification/compensation study during the term of this agreement. The City and bargaining agent agree to fully cooperate with the consultant's efforts to ensure an expeditious conclusion. The parties will review and discuss the consultants study recommendations.

ARTICLE 12

SAFETY

12.1 Safety is of mutual concern to the Employer and the Union. The Employer has implemented policies and regulations to ensure a safe working environment for all of its employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations, and to report unsafe working conditions to the Employer and the Union Steward.

12.2 No supervisor will require an employee to perform an assignment that may be hazardous to his/her health or safety.

12.3 There shall be established a Joint Safety Committee, appointed by the City Manager, composed of three (3) management representatives and three (3) employee representatives selected by the Union. The City Manager, or designee, shall select an ex officio non-voting member of the committee who shall act as the Safety Committee Chairperson.

The Safety Committee Chairperson shall be an employee of the Risk Management Division. The Safety Committee shall meet monthly and meetings shall be scheduled by the Chairperson. Additional meetings may be called by the Chairperson or majority of the Committee.

No Committee member except for the permanent Chairperson may remain on the Committee for more than two (2) consecutive years. Employees of the Risk Management Division shall not serve on any safety committee as a voting member. No two (2) committee members shall be from the same division. All recommendations from the Safety Committee shall be in writing and copies will be furnished to the Employer and the Union by the Chairperson.

ARTICLE 13

REDUCTION IN FORCE

13.1 In the event a reduction in work force becomes necessary, the reduction shall be made in accordance with this Article and the City's Policies and Procedures Manual.

13.2 The reduction shall be made in the following manner: Layoff shall occur by seniority. Last one hired - first one laid off.

13.3 In order to justly administer an equitable approach to reducing personnel, the following guidelines will be exercised.

13.4 Employees who are identified for possible layoffs may be transferred to a vacancy in their classification, class series or previously held position. This type of placement will be handled by seniority and by the ability to perform the duties of the position within a one month training period, and may involve testing or other selection procedures. Pay rates shall be adjusted to the nearest step available in an effort to preserve the employee's current rate of pay as closely as possible. However, rates will not exceed the top step of the assigned range.

13.5 Refusal to accept a job reassignment or demotion within the related class series could result in the forfeit of seniority rights and subsequent layoff.

13.6 Employees remaining after the above-stated procedure will then be allowed to bump a less senior employee within their classification or related class series provided they can perform the duties of the position within a one month training period.

13.7 Initial bumping shall be conducted departmentally with the least senior employee within a classification being identified for layoff. Those least senior employees may bump to an equal or lower classification if:

- 1) they have more seniority than anyone in the equal or lower classification and;
- 2) they possess the required qualifications for reassignment, i.e., meets the specified job requirement for that classification (these factors will be determined by the affected department and Personnel) and;
- 3) they can perform the work required of the position within a one month training period.

13.8 Employees recalled to work shall be in the order of the last one laid off first one called back.

ARTICLE 14

MANPOWER UTILIZATION AND PRODUCTIVITY

14.1 The Employer and the AFSCME agree to cooperate together to promote productive utilization of manpower and equipment to best secure for the citizens of Oklahoma City, the Mayor, and the City Council the maximum productivity for the tax dollars that they invest in City services.

14.2 Employees covered by the Agreement acknowledge that they occupy positions of public trust and agree to use their best efforts and skills to perform their assigned duties as directed by supervision. However, any employee action which reflects discredit upon the City of Oklahoma City is a direct hindrance to the effective performance of the municipal government function. Pursuant to a pre-determination hearing, findings of such actions shall result in disciplinary consequences, which may include dismissal.

14.3 If an employee is temporarily assigned the duties of a higher classification due to a vacancy or the absence (vacation leave, sick leave, job injury, etc.) of an employee in the higher classification, such employee shall be compensated at an appropriate rate within the salary range of the higher classification, for the time worked in the higher classification, once the employee has performed the higher level duties for two (2) days within a pay period.

ARTICLE 15

EMPLOYEE ASSISTANCE PROGRAM

15.1 The City of Oklahoma City considers alcohol and drug abuse to be a treatable illness and a serious problem which will affect an employee's ability to perform his/her assigned duties and the City's ability to provide service to the citizens. Therefore, the Mayor and City Council have ratified a Drug Policy.

15.2 The City and the Union have agreed to the implementation plan as found in Addendum C. This implementation plan is to be attached to the Drug Policy and responsibility for communicating this plan is to be shared by the City and the Union.

15.3 The City will offer employees an opportunity to participate in an Employee Assistance Program as described in the Drug Policy.

References

Oklahoma State Law, Title 37 and Title 63
Federal Controlled Substances Act, 21 U.S.C. 812
City of Oklahoma City Personnel Policies
Drug Free Workplace Act of 1988, Public Law 100-690 (1988)

ARTICLE 16

SICK LEAVE

16.1 **Definition of Sick Leave:** Sick Leave is a benefit earned by employees to provide for continued compensation and benefit coverage during treatment and/or recovery from non-job related accidents and/or illnesses.

16.2 **Sick Leave Accrual:** Employees shall accrue five (5) hours of sick leave per pay period, with a maximum allowance accumulation of two thousand (2,000) hours.

16.3 **Sick Leave Payoff:** Employees shall be paid for fifty percent (50%) of the sick leave balance at the time of retirement, vesting, voluntary resignation, or disability, provided that the fifty percent (50%) maximum will be reduced two and one-half percent (2-1/2%) for each year less than twenty (20) years of creditable service.

16.4 **Usage of Sick Leave:** Employees shall be charged one (1) day of sick leave for each day the employee is off work, or any part thereof, to the nearest minute.

16.4.01 **Sickness in Family:** In the event of sickness or injury to a member of an employee's immediate family (as defined in Article 18.1), which is serious enough to warrant the employee's presence, as certified by the attending physician, the employee shall be allowed to use his/her personal sick leave for the time period established by the physician up to a maximum of thirty (30) working days.

16.5 **Sick Leave Abuse:** Sick leave abuse is defined as any usage of sick leave for purposes other than recovery from non-job related illnesses or injuries, medical appointments and emergencies, or events outlined in 16.4.01. Abuse of sick leave will result in disciplinary action, up to and including termination.

16.5.01 Effective July 1, 1994, any employee who uses more than 48 hours of sick leave within any two (2) consecutive quarters may be required to present the supervisor with medical certification for additional sick leave used for up to three (3) months following the usage of more than 48 hours, to support the condition of illness or non-job related injuries. Time used for an extended illness for which a medical certification is on file will be excluded from additional sick leave usage computations. Requirements for medical certification is not intended to be disciplinary.

It is understood that Management may require a medical statement from any employee who uses three or more successive working days of sick leave, supporting the condition of illness and approving the employee's return to work and resumption of normal duties. Failure to provide requested medical certification may result in disciplinary action. Management also retains the right to investigate any suspected abuse of sick leave. In addition, any employee who uses more than the annual accrual of sick leave within a twelve (12) month annual performance review period, and who has not had an extended illness, may be subject to disciplinary action.

16.6 **Sick Leave Donation:** In the event of an FMLA qualifying illness or non-job related injury to an employee or a member of an employee's immediate family (as defined under the Family and Medical Leave Act) requiring the employee to miss work, and who has exhausted his/her sick

leave, vacation leave, and compensatory time, the employee may accrue additional donated sick leave beginning with the initial date of the FMLA qualified leave of absence. Donating employees should have 240 hours of accrued sick leave available in order to be eligible to donate. Donated sick leave will be on an hour for hour basis. The maximum amount of sick leave that can be donated to a single employee per fiscal year by any one employee shall be twenty-four (24) hours. Donated sick leave shall not extend the 12 weeks of leave permitted under the Family and Medical Leave Act. The donated leave shall be used in the order it is donated. Should the injured or ill employee return to work, retire, resign, or expire with a balance of donated sick leave, the unused donated leave shall revert back to the employee who donated the leave.

16.7 Extended Illness (COBRA RIGHTS): After an employee has exhausted all accumulated sick leave, vacation leave, and compensatory time, the Union and the employee shall be given written notice of five (5) days in advance of termination, when an employee has been determined to be critically or terminally ill or injured and is unable to return to work. The employee will be given written notice of his/her rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

16.8 On The Job Injuries: An employee injured on the job shall continue to receive their regular rate of pay during the time necessary lost from work, not to exceed six (6) calendar months from the date of injury; provided, any disability payments received from Workers Compensation coverage for this same injury, shall be credited to the City.

Sick Leave Conversion: Effective July 1, 2003 ~~2002~~ employees will be permitted to convert up to a maximum of forty (40) hours of sick leave to vacation leave during fiscal year 2003-2004 ~~2002-2003~~. Sick leave can only be converted by employees who have not reached the maximum vacation leave accrual. Converted sick leave must be used, with supervisor approval, in the same pay period in which it is converted. Sick leave must be converted in a minimum of four (4) hour increments. The sick leave conversion program will automatically expire on June 30, 2004 ~~2003~~.

ARTICLE 17

INSURANCE

17.1 For Fiscal Year 2003-04 ~~2002-03~~, all terms, benefits, procedures, policies, methods and manner of operating and administering the current health and dental benefits plans shall continue in full force and effect except for those changes included in Addendum D. AFSCME agrees to the changes recommended in Addendum D.

17.2 After the employee has exhausted all accumulated sick leave and vacation leave, the employee may request to be placed on leave-without-pay status for a period not to exceed six (6) months, and must pay all costs involved in continuing their benefits.

17.3 The City agrees to pay Sixteen Dollars (\$16) per month toward the cost of providing a dental plan.

The parties agree to continue dental coverage with no changes and at no additional cost to the City. If

an indemnity dental program is available, in FY ~~2003-04~~ ~~2002-03~~, at no additional cost to the City, bargaining unit employees may elect to participate in the indemnity dental program.

17.4 The parties will continue to meet and confer through the Joint Insurance Committee in terms of amending Article 17 of this Agreement after its execution date.

17.5 The parties agree the level of benefits, and the amount of employee contributions toward health care for plan year ~~2004~~ ~~2003~~ (January 1, ~~2004~~ ~~2003~~ – December 31, ~~2004~~ ~~2003~~) and plan year ~~2005~~ ~~2004~~ (January 1, ~~2005~~ ~~2004~~ – December 31, ~~2005~~ ~~2004~~) are resolved issues in collective bargaining negotiations for fiscal year ~~2003-2004~~ ~~2002-2003~~ and fiscal year ~~2004-2005~~ ~~2003-2004~~ for the Indemnity Plan and for the HMO(s), as set forth in Addendum D. Should any legal restriction upon the term of this agreement make this section voidable, the parties can reaffirm their intent in a subsequent agreement.

ARTICLE 18

BEREAVEMENT LEAVE

18.1 *Death in Family.* In the event of a death in the immediate family of any employee, the employee shall be granted up to three (3) working days off with pay within 14 calendar days of the date of death. Immediate family shall be defined as: spouse and children, mother, father, step-mother, step-father, brother, sister, grandchildren and grandparents of the employee and employee's spouse.

18.2 The emergency leave times herein provided for apply only when the family death does in fact require the time off from regularly scheduled duty and does not contemplate nor grant an accrual of other permissible leave with pay periods.

ARTICLE 19

VACATION

19.1 All employees with six months to five (5) years continuous service shall accrue vacation leave at the rate of three and seven-tenths (3.7) hours per pay period with a maximum accrual of two hundred fifty (250) hours.

19.2 All employees with five (5) to ten (10) years continuous service shall accrue vacation leave at the rate of four and three-tenths (4.3) hours per pay period with a maximum accrual of two hundred fifty (250) hours.

19.3 All employees with ten (10) to fifteen (15) years of continuous service shall accrue vacation leave at the rate of five and three-tenths (5.3) hours per pay period with a maximum accrual of Four Hundred (400) hours.

19.4 All employees with fifteen (15) or more years of continuous service shall accrue vacation leave at the rate of six and two-tenths (6.2) hours per pay period with a maximum accrual of

Four Hundred (400) hours.

19.5 If an employee does not use more than three days (24 hours) of sick leave during the fiscal year, he will receive an additional two days (16 hours) of vacation accrual on the 1st of July each year.

19.6 When a full time employee completes 6 months (13 biweekly pay periods) of continuous service with the City, he/she shall receive on the next biweekly pay period 48.1 hours of vacation.

ARTICLE 20

HOLIDAYS

20.1 All employees covered by this agreement shall receive the following holidays as provided below, provided that, employees of the Solid Waste Division of the Water/Wastewater Department shall only receive the following seven (7) holidays: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Employees of the Solid Waste Division will receive Veteran's Day holiday upon approval of an ordinance change by the City Council that recognizes Veterans' Day for solid waste services. Employees in the Solid Waste Division, who work a four day work week, will be entitled to receive ten (10) hours exchange time or pay for each City holiday worked, to be taken at such time that is mutually agreeable to the employee and the employee's supervisor during the contract year. Employees may continue to request which type of payment they prefer, subject to divisional revenue as appropriated by the City Council.

New Year's Day	Veteran's Day or Armistice Day
Dr. Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day before Christmas Day

20.2 If any employees of the City of Oklahoma City are granted by Council action, Personnel Policies, and/or collective bargaining Agreements, any additional holidays not listed under Section 20.1 of this Article, then under the same condition, such holidays will be recognized in the 2003-04 ~~2002-03~~ Agreement with AFSCME Local 2406.

20.3 In an attempt to address scheduling problems concerning holidays, AFSCME Local 2406 representatives and the Oklahoma City Police Department agree that effective November 1, 1994, supervisors will be allowed to schedule holiday leave time after the holiday has occurred, provided it is scheduled and taken within the fiscal year quarter that the holiday is earned or the quarter following the quarter in which the holiday is earned and does not extend into another fiscal year, for AFSCME bargaining unit employees within the Police Department who, because of their regular work schedules, are required to work on a designated holiday. Employees who, because of their regular work schedules, are required to work on a designated holiday may also request to have

holiday leave time deferred, to be taken after the holiday occurs, provided it is taken within the same fiscal year quarter in which the holiday is earned or in the quarter following the quarter in which the holiday is earned and does not extend into another fiscal year, with the approval of the supervisor. Effective July 1, 2002, 911 PSC Dispatchers are allowed to carryover the Memorial Day holiday into the first quarter of the following fiscal year. It is understood by both parties that the scheduling and taking of holiday leave time will be at the supervisor's discretion. It is further understood by both parties that in no instance will an employee be allowed to take or be scheduled for holiday leave time prior to the holiday actually occurring, and all scheduling will be in compliance with Fair Labor Standards Act (FLSA) requirements concerning forty (40) hour work weeks.

ARTICLE 21

RETIREMENT BENEFITS

21.1 The City Council, under Section Chapter 40, Article 3, Section 40-92 of the 1980 Code, shall appoint as one of the four (4) Council appointees one person from a listing submitted by the Union to serve as Trustee of the Employee Retirement Systems.

21.2 The City agrees that when an election is conducted to fill vacancies on the Board of the Employee Retirement System, the election ballots shall be numbered, the ballots will be retained for one (1) year following the election, and the ballots will be made available for audit, upon request, by representatives of AFSCME, Local 2406.

ARTICLE 22

WAGES

22.1 The Parties agree that determination of appropriate wage limits for the bargaining unit shall be referred to a Labor Management Committee. The committee will report to their respective bargaining representative on or before January 1, ~~2004~~ 2003. This committee shall meet twice a month beginning the first week in September ~~2003~~ 2002.

22.2 The parties will survey the following cities for wage and benefit considerations during ~~2003-04~~ 2002-03, for FY ~~2004-05~~ 2003-04: Austin, El Paso, Fort Worth, St. Louis, Omaha, Wichita, Nashville, Kansas City, Tucson, and Tulsa. Nothing in the above list shall preclude the parties from expanding this list in subsequent negotiations if approved by the parties.

22.3 Effective July 1, ~~2003~~ 2002, the rates of pay for the various steps (A-M) for each of the ranges of the general pay plan will be ~~increased 1.24% over~~ the rates in effect on June 30, 2003 ~~2002~~.

22.4 (a) Night shift premium pay will be paid to employees whose scheduled four or five day work week consists of regular night shifts which begin on or after 3:00 p.m. but prior to 11:00 p.m. (2nd shift), or consists of assigned regular night shifts which begin on or after 11:00 p.m. but prior to 4:00 a.m. (3rd shift).

- (b) Management retains all discretionary rights to assign and designate individual employees to serve 2nd and/or 3rd shift schedules, which assignments shall not be subject to grievance under Article 8 of this Agreement unless the assignments violate Section E of this Article 22.4.
- (c) Second shift employees shall be paid at 32 cents per hour, and third shift employees at 50 cents per hour, in addition to the shift employee's straight time hourly rate of pay for hours worked during or immediately following their assigned shift, provided that 75% of the regularly scheduled designated work hours of the second or third shift are within the second or third shift period established by department heads.

Employees shall receive shift premium pay under the same terms while on paid leave time.

- (d) Shift differential pay shall be in addition to base pay and will be subject to regular rate calculations for overtime pay for time worked over forty (40) hours per work week.
- (e) Changes in shift assignments by management shall not be made for the purpose of imposing disciplinary action and shall not be made for retaliation for the bona fide exercise of legitimate employee rights.
- (f) When new shifts are instituted by management, or a vacancy shift openings occurs, assignments will be offered by City-wide seniority and filled by reverse City-wide seniority subject to the employee's work record for the previous two years.
- (g) Employees who are temporarily assigned to work seventy-five percent (75%) of their hours within the 2nd or 3rd shifts as defined in 22.4 (a) will be paid the shift differential as described in 22.4 (c).

ARTICLE 23

OVERTIME PAY

23.1 Overtime Pay Defined - The normally anticipated schedule of tasks and duties shall be completed within forty (40) hours per week. The nature of certain unidentifiable aspects of the Employer's business may, on occasion, require performing duties and tasks beyond the normally contemplated forty (40) hours per week. The authorized period of time an employee is required to perform assigned duties and tasks in excess of forty (40) hours per week shall be deemed overtime work for which the employee may be eligible for payment or time-off substitutions in accordance with Section 23.3 below.

Duly authorized paid holiday leave time shall be considered as straight time worked for the purpose of reporting the regularly scheduled 40 hours work week, but not as additional time or overtime worked.

This provision shall not interfere with Sections 23.4 or 23.5 of this Agreement. The Employer agrees to give an employee advance notice of any permanent schedule changes from five (5) day work weeks to four (4) day work weeks, or from four (4) day work weeks to five (5) day work weeks.

23.2 Authorization Required - No employee shall be deemed, by the Employer, to have been required to work or have worked overtime, as defined in Section 23.1 above, until and unless, the Department Head and/or Division Head shall have, in advance, authorized the period of time for which overtime pay or time-off substitutions are sought.

23.3 Authorized overtime worked shall be compensated through time off substitution or monetary compensation at the discretion of the supervisor. Time off substitution shall be granted at the rate of one and one-half (1-1/2) times the amount of hours worked, and monetary compensation shall be at the rate of one and one-half (1-1/2) times the employee's pay step at which time the authorized overtime work was performed, after the employee works forty (40) hours in a one week period.

23.4 An employee, called in on emergency basis to work on a holiday he/she would not normally work, shall be paid in addition to their regular pay, time and one-half (1-1/2) for each hour worked unless a prior agreement is made by the affected employee with the Employer.

23.5 Unless a prior agreement is made by the affected employee with the Employer, any employee who, because of his routine work schedule, works one of the holidays set for the in Article 20, shall be paid an additional day's pay for the holiday worked.

23.6 Any employee, who has been relieved from duty, and has left the premises of his work location, and is subsequently recalled to duty to perform work which is not contiguous with his next regular work period, shall be compensated for a minimum of two (2) hours overtime. Employees required to work overtime shall be given as much advance notice as practicable when overtime will be required. It is understood that in some emergency situations, the employer may be unable to give the employee any advance notice.

23.7 When employees who are required to appear in court because of the official function of their job and that court time is on their own time, then the amount of time required will be considered as overtime and shall be compensated at the rate of one and one-half (1-1/2) times the normal rate either in pay or comp time, for a minimum of two (2) hours.

23.8 The current compensatory time and overtime system in existence for stadium groundskeepers will continue.

ARTICLE 24

UNIFORMS AND MANDATED TOOLS

24.1 The Employer will provide uniforms where the service requires such on an as needed basis as determined by the Employer. Employees participating in a uniform program provided by the Employer must be treated equitably as relates to need. The City shall repair or replace uniforms, including prescription eye glasses and watches (not to exceed \$200.00, damaged or destroyed (but not lost) in the line of duty, as properly documented by the employee.

24.2 Style, material, and fit will be determined by the Employer. Uniform regulations will be adopted by the Employer, and distributed to affected employees. Variance from these regulations may be cause for disciplinary action.

24.3 All questions concerning the requirement of wearing apparel, including footwear, shall be referred to the Safety Committee.

24.4 Employees in the Department of Airports, Fire Department, and Equipment Services classifications of Master Mechanic (job code #7628), Mechanic Helper (job code #7624), Lead Mechanic (job code #7627), Mechanic (job code #7623), and Fire Apparatus Mechanics hereinafter referred to as Mechanics, are required to provide their own tools for work. The City requires mechanics to provide particular tools (mandated tools) to work on special equipment that is particular to the needs of the City. Mechanics are required to obtain mandated tools for special equipment, as it is obtained from year to year.

The City reserves the right to provide tools for newly acquired special equipment, should it be in the best interest of the City to do so. Since Mechanic personnel assignments may vary on a daily basis, which may necessitate a variety of specialized tools, both parties agree that it would not be possible to post a complete listing of specialized tools to encompass all possible work situations.

Therefore, Master Mechanics, Lead Mechanics, Fire Apparatus Mechanics, Mechanics and Mechanic Helpers employed in the Department of Airports, Fire Department, and Equipment Services Division of the General Services Department will be issued a \$350.00 tool allowance on or about February 15, ~~2004~~ ~~2003~~ to purchase all necessary tools required to work on special equipment acquired during FY ~~2003-04~~ ~~2002-03~~.

Management personnel of these named Departments and Divisions will post a list of equipment purchased during FY ~~2003-2004~~ ~~2002-03~~ and Mechanic personnel will be required to purchase necessary tools within fourteen weeks after receiving the tool allowance.

Any mandated tool that is damaged or destroyed shall be replaced by the City. Stolen tools will be covered by the mechanic's insurance.

The allowance for mandated tools shall not be applied to the basic tools of the trade related to initial employment in the above referenced classifications as defined by The City.

Nothing in this Agreement, or modifications thereof, is intended to change the existing practice that Mechanic personnel listed in Section 24.4 of the CBA, are required to provide the tools necessary to work on all City equipment in inventory prior to July 1, 1993.

ARTICLE 25

PERSONAL VEHICLE ALLOWANCE

25.1 Any employee listed on Addendum A, being authorized by the appropriate Department Head to use a personal vehicle in the performance of their assigned tasks and duties shall receive a personal vehicle allowance per actual mile driven at the rate allowable by the Internal Revenue Code for that calendar year and parking fees incurred and paid in the performance of their assigned tasks and duties.

25.2 All parking and traffic fines incurred by employees while operating City vehicles shall be the sole responsibility of the employee unless the infraction results from an employee obeying a direct order from management personnel.

25.3 Subject to available funding and space availability, the City will agree to provide paid parking in the Sheridian-Walker parking garage only, for employees who work in the immediate downtown area (City Hall, 420 W. Main Building, Police Department, Municipal Courts, 100 N. Walker Building, Civic Center Music Hall), on a first-come, first-serve basis, or a COTPA bus pass of similar value. If the cost of the bus pass exceeds the cost of paid parking, the employee must pay the difference before the bus pass is issued. The paid parking or bus pass program is not available for employees who currently park in other lots at no cost to the employee. The paid parking and bus pass program is available during FY 2003-2004 ~~2002-03~~ only, with an effective date of July 1, 2003 ~~2002~~ and shall expire on June 30, 2004 ~~2003~~.

ARTICLE 26

TUITION REIMBURSEMENT

26.1 To encourage educational development, and subject to available funding, employees covered by this agreement are eligible to participate in the tuition reimbursement program administered by the Personnel Department, subject to the same terms and conditions required for non-bargaining unit employees. The City reserves the right to amend or terminate the tuition reimbursement program at any time. The parties agree that the decisions of the Tuition Reimbursement Committee are final and binding. AFSCME shall designate one (1) member to serve on the existing Tuition Reimbursement Committee.

ARTICLE 27

SAVINGS CLAUSE

27.1 In the event any Article, Section or portion of this Agreement should be held invalid

and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the Courts' decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

27.2 This Agreement shall supersede any and all Agreements, written or verbal, existing or previously executed between the City, the AFSCME bargaining group or any individual.

No agreement, alternation or modification of any of the terms, conditions or covenants contained in this Agreement shall be binding upon the parties unless such agreement is made and executed in writing between the City Manager and the business representative of the AFSCME bargaining group after the effective date of this Agreement. It is understood and agreed by both the Union and Employer that the parties have bargained fully on all matters, and that this Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect without a writing signed by both parties. Therefore, the Employer is prohibited from any modifications or changes of any of the provisions of this Agreement during its life.

IN WITNESS WHEREOF, the parties hereunto have set their hands this

_____ day of _____, 2003.

THE CITY OF OKLAHOMA CITY

MAYOR

ATTEST:

CITY CLERK

LOCAL 2406, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION

PRESIDENT

REVIEWED for form and legality this _____ day of _____, 2003.

ASSISTANT MUNICIPAL COUNSELOR

ADDENDUM A**General Pay Plan Classifications**

<u>Job Code</u>	<u>Pay Range</u>	<u>Classification Title</u>
9412	409	ANIMAL WELFARE OFFICER
9414	409	ANIMAL WELFARE REPRESENTATIVE
7654	413	AVIATION FUEL SYSTEM TECHNICIAN
9014	415	BUILDING INSPECTOR I
9013	417	BUILDING INSPECTOR II
9015	413	BUILDING INSPECTOR, PROVISIONAL
7221	414	BUILDING MAINTENANCE MECHANIC
7204	410	BUILDING SERVICE WORKER
7220	415	BUILDING HEAT & AIR MECHANIC
7132	414	CARPENTER
6403	415	CODE TECHNICIAN
7732	409	COMMUNICATIONS DISPATCHER
5524	411	COMPUTER OPERATOR I
9152	415	CONSTRUCTION INSPECTOR I
9154	418	CONSTRUCTION INSPECTOR II
7110	407	CREW WORKER I
7109	408	CREW WORKER II
7107	410	CREW WORKER III
7105	413	CREW WORKER IV
7993	405	CUSTODIAN
5304	408	CUSTOMER SERVICE REPRESENTATIVE I
5307	409	CUSTOMER SERVICE REPRESENTATIVE II
5305	410	CUSTOMER SERVICE REPRESENTATIVE III
5309	411	CUSTOMER SERVICE REPRESENTATIVE IV
5514	405	DATA ENTRY OPERATOR
5532	409	DATA SYSTEMS TECHNICIAN I
5535	411	DATA SYSTEMS TECHNICIAN II
5536	413	DATA SYSTEMS TECHNICIAN III
7461	414	DISTRIBUTION SYSTEM INSPECTOR
9114	416	ELECTRICAL INSPECTOR I
9113	417	ELECTRICAL INSPECTOR II
9115	415	ELECTRICAL INSPECTOR, PROVISIONAL
7143	415	ELECTRICIAN
6314	415	ELECTRONIC TECHNICIAN I
9172	416	ELEVATOR INSPECTOR
6225	413	ENGINEERING AIDE I
9215	415	ENVIRONMENTAL CODE INSPECTOR I
9216	418	ENVIRONMENTAL CODE INSPECTOR II
7115	411	EQUIPMENT OPERATOR I
7114	412	EQUIPMENT OPERATOR II
7113	413	EQUIPMENT OPERATOR III
7612	409	EQUIPMENT SERVICE WORKER
7404	413	FACILITIES & PLANT MECHANIC I
7403	414	FACILITIES & PLANT MECHANIC II
7629	417	FIRE APPARATUS MECHANIC
6434	414	FORENSIC LABORATORY TECHNICIAN
7655	412	FUEL SYSTEM TECHNICIAN
5303	405	GENERAL OFFICE CLERK
7106	409	GROUNDS MAINTENANCE OPERATOR
7515	413	HORTICULTURE WORKER I
7516	414	HORTICULTURE WORKER II
4227	412	JAILER
7627	418	LEAD MECHANIC
7171	414	LEAD PAINTER
7181	415	LEAD ROOFER

ADDENDUM A**General Pay Plan Classifications**

<u>Job Code</u>	<u>Pay Range</u>	<u>Classification Title</u>
7522	412	LEAD TREE TRIMMER
9192	411	LICENSE INSPECTOR
7123	409	LIGHT TRUCK DRIVER
7162	413	MACHINIST
7213	413	MAINTENANCE SUPERVISOR
6230	417	MAPPING TECHNICIAN
7152	414	MASON
7628	416	MASTER MECHANIC
5806	407	MATERIALS DISPATCH TECHNICIAN I
5804	409	MATERIALS DISPATCH TECHNICIAN II
5803	412	MATERIALS DISPATCH TECHNICIAN III
7624	411	MECHANIC HELPER
7623	414	MECHANIC
9138	415	MECHANICAL INSPECTOR, PROVISIONAL
9136	416	MECHANICAL INSPECTOR I
9137	417	MECHANICAL INSPECTOR II
9137	409	METER READER
5314	410	MUNICIPAL COURT CLERK
5310	413	MUNICIPAL COURT REPORTER
<u>9217</u>	<u>416</u>	<u>NEIGHBORHOOD SUPPORT REPRESENTATIVE</u>
7512	411	NURSERY WORKER
5205	408	OFFICE ASSISTANT I
5206	409	OFFICE ASSISTANT II
5210	411	OFFICE SPECIALIST I
7172	413	PAINTER
7436	408	PARKING METER TECHNICIAN
7437	407	PARKING METER TECHNICIAN TRAINEE
7451	414	PIPELINE MECHANIC
7980	415	PLANT OPERATOR
7182	415	PLUMBER
9134	416	PLUMBING INSPECTOR I
9133	417	PLUMBING INSPECTOR II
9135	415	PLUMBING INSPECTOR, PROVISIONAL
4244	411	POLICE DISPATCHER TRAINEE
5312	409	POLICE COURT LIAISON
4243	414	POLICE DISPATCHER
4242	416	POLICE DISPATCHER COORDINATOR.
4246	415	POLICE IDENTIFICATION TECHNICIAN I
4247	417	POLICE IDENTIFICATION TECHNICIAN II
4248	419	POLICE IDENTIFICATION TECHNICIAN III
4241	409	POLICE REPORT CLERK
4228	415	POLICE SERVICE TECHNICIAN I
4229	417	POLICE SERVICE TECHNICIAN II
6602	409	PRODUCTION SPECIALIST I
6601	411	PRODUCTION SPECIALIST II
6603	406	PRODUCTION TECHNICIAN
5807	413	PROPERTY ROOM CLERK
4923	415	PSC DISPATCHER I
4922	417	PSC DISPATCHER II
4924	411	PSC DISPATCHER TRAINEE
6311	418	RADIO TECHNICIAN
8217	411	RECREATION PROGRAM ASSISTANT
7101	408	REFUSE COLLECTOR I
7100	410	REFUSE COLLECTOR II

ADDENDUM A**General Pay Plan Classifications**

<u>Job Code</u>	<u>Pay Range</u>	<u>Classification Title</u>
7187	413	ROOFER
4226	413	SENIOR JAILER
7615	413	SERVICE WRITER
7195	414	SKILLED TRADES WORKER
7505	410	STADIUM GROUNDSKEEPER
6154	411	SURVEY AIDE I
6153	413	SURVEY AIDE II
6520	414	TELECOMMUNICATION TECHNICIAN
6123	415	TRAFFIC DATA ANALYST
6124	411	TRAFFIC DATA COLLECTOR
7323	411	TRAFFIC MAINTENANCE WORKER I
7322	412	TRAFFIC MAINTENANCE WORKER II
7321	413	TRAFFIC MAINTENANCE WORKER III
6122	414	TRAFFIC TECHNICIAN I
7523	411	TREE TRIMMER
5007	417	UNION LIAISON
7453	410	UTILITY WORKER I
7452	411	UTILITY WORKER II
7454	407	UTILITY WORKER TRAINEE
6435	414	VETERINARY TECHNICIAN
7434	412	WATER METER TECHNICIAN I
7433	413	WATER METER TECHNICIAN II
5608	416	WATER OPERATIONS SUPPORT TECH
6426	416	WATER QUALITY ANALYST
6425	413	WATER QUALITY TECHNICIAN
7448	412	WATER SERVICE REPRESENTATIVE
7444	412	WATER SERVICE TECHNICIAN
7192	413	WELDER
9212	415	ZONING INSPECTOR I
9214	417	ZONING INSPECTOR II

ADDENDUM C

DRUG AND ALCOHOL TESTING POLICY

1. POLICY STATEMENT

It is the policy of the City of Oklahoma City that the use, abuse, or dependency on illegal drugs, alcohol, and/or controlled substances represent a threat to personal and public safety and property and is in contradiction with Oklahoma City's organizational values which require accountability to the citizens of Oklahoma City.

The City of Oklahoma City considers employees to be its most valuable resource. In this regard, the City is concerned about the health, safety, well-being and satisfactory work performance of all employees. Safety is a paramount concern of the City and employees under the influence of drugs and alcohol constitute a serious risk to the public, to other employees, and to themselves.

The City cannot tolerate the abuse of controlled substances or the use, possession, sale, distribution or having employees under the influence of illegal chemical substances and/or alcohol at their work site or any time they are on duty. The City of Oklahoma City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse.

Any employee found using, possessing, selling, distributing or under the influence of an illegal chemical substance, and/or alcohol during working hours or on City property, including buildings, parking lots, and vehicles, will be subject to appropriate disciplinary action, up to and including termination.

2. EFFECTIVE DATE

This policy shall become effective thirty (30) days following the date of this document.

3. AUTHORITY

This policy is in accordance with OKLA. STAT. tit. 40, §551, et.seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. Sections 2717 and 1434 of the Federal Statutes and the Department of Transportation (D.O.T.) rules and regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act.

4. SCOPE OF APPLICATION

This policy shall apply to all regular full-time employees, except those exempted by a collective bargaining agreement, as well as part-time and temporary employees of the City of

Oklahoma City, and applicants who have received a conditional offer of employment with the City of Oklahoma City. Certain provisions of this policy will apply specifically to employees who are under the Department of Transportation's commercial motor vehicle driver regulations and are directed at those employees who are **required** to possess an Oklahoma Commercial Driver's License type A, B, or C.

5. POSTING REQUIREMENTS

Each department/division shall post a copy of this policy in a prominent place, accessible to all employees and applicants. Each employee and applicant, upon receiving a conditional offer of employment, shall be provided a copy of this policy.

6. EDUCATION

Employees have the right to know the dangers of substance abuse in the work place, including the City's policy regarding substance abuse and available assistance concerning such abuse.

The City of Oklahoma City has an Employee Assistance Program available to its employees. Through the Employee Assistance Program (EAP), the City will institute an educational program for all employees concerning the dangers of substance abuse in the work place. This education program will include the distribution of the City-wide policy regarding substance abuse, the danger of substance abuse in the work place, and the penalties that will be imposed for substance abuse violations occurring while on duty and/or on City premises.

The City will also provide supervisory training to assist in identifying and addressing substance abuse in the work place.

Employees who voluntarily participate in the EAP, or are required to participate as a condition of continued employment, will be referred on a **confidential basis**. Participation in an assistance program may be covered by the employee's health insurance plan. However, any costs associated with the employee's participation in an assistance/rehabilitation program which are not covered by the employee's insurance plan will be borne by the employee. Accrued leave may be used during the time an employee is participating in an in-patient treatment program. Leave without pay may be granted for those employees who have insufficient accumulated leave to complete the program.

7. DEFINITIONS

Alcohol - shall be defined as any beverage as defined by Oklahoma State Law, Title 37; including non-intoxicating beverages (i.e., 3.2 beer) as well as intoxicating beverages.

Alcohol Testing - shall mean the testing of the blood alcohol content by a breathalyzer instrument device or drawing or collecting a blood or serum sample and providing the laboratory analysis thereon.

Controlled Substances - shall be defined as those substances whose dissemination is controlled by regulation or statute (Oklahoma State Law, Title 63 and/or Section 202,

Schedules I through V of the Federal Controlled Substance Act), including but not limited to, narcotics, depressants, stimulants, hallucinogens, and cannabis.

Drug - shall be defined as any substance which impairs an employee's ability to perform his/her job or poses a threat to the safety of others. This definition includes over-the-counter drugs and/or drugs which require a prescription or other written approval from a licensed practitioner/physician or dentist for their use.

Drug Testing - shall normally be defined as the collection of a urine specimen by medical personnel and a laboratory analysis of that specimen. The initial drug screen will be a form of immunoassay identification with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.

Employee Assistance Program - shall be defined as a professional counseling program designed to offer rehabilitative assistance to employees who need help in resolving their alcohol abuse or drug dependency problems. It shall be generally voluntary for the employee with inquiries limited to those persons who have a need to know as identified on the pre-enrollment waiver of confidentiality form.

Reasonable Suspicion - shall be defined as the quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inference from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using drugs or coming to work under the influence. The types of objective facts may include, but are not limited to:

- (1.) Observable and articulable phenomena, such as physical symptoms or manifestations of being under the influence/impaired by drugs or alcohol while on duty or on City property (appearance, glassy or bloodshot eyes, slurred speech, odor of alcohol or marijuana, unsteady gait, poor coordination or reflexes, etc.), or the direct observation of such use while on duty or on City property;
- (2.) Reports of drug or alcohol use from reliable and credible sources which are independently corroborated;
- (3.) An accident in which there appeared to be negligence or carelessness;
- (4.) A flagrant violation of safety procedures;
- (5.) Two (2) consecutive days of AWOL (employee not reporting to work or calling in to the required authority to report his/her absence).
- (6.) Evidence that an individual has tampered with a drug or alcohol test.

Reliable Informant - shall be defined as one who has first hand knowledge of an employee's alcohol, drug, or controlled substance problem, and who discloses this to the

supervisor/manager.

Under the Influence or Impaired - shall be defined as behavior which may limit an employee's ability to safely and efficiently perform his/her job duties, or poses a threat to his/her safety or the safety of others.

8. DRUG/ALCOHOL TESTING

The City of Oklahoma City will administer testing in the following situations:

8.1. Pre-Placement Testing

All external applicants for regular full-time or part-time/temporary positions and employees who promote into positions that are involved in safety sensitive occupations, required to operate City equipment or vehicles and/or required to have a Class A, B, or C, commercial driver's license, shall undergo drug and/or alcohol testing prior to assignment. ***Such notice shall be placed in each applicable job bulletin.***

- a. Job applicants shall only be tested after a conditional offer of employment is made.
- b. Refusal to undergo a test, or a confirmed positive test, shall result in a withdrawal of a conditional offer of employment.

8.2 Reasonable Suspicion Testing

- a. *"Reasonable Suspicion"* testing shall be initiated after the circumstances are properly reviewed and agreed upon by at least two (2) management level personnel. However, only one manager/supervisor is necessary to require an employee to submit to drug/alcohol testing if the supervisor observes the employee ingest, smoke, or use a controlled dangerous substance or alcohol. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion.
- b. The employee must be prohibited from working or continuing to work.
- c. Written documentation of the manager/supervisor's observations leading to a drug and/or alcohol test shall be created within 24 hours after the observation and forwarded to the City's Personnel Department. Additionally, whenever possible, the manager/supervisor should communicate the basis for the reasonable suspicion to an Assistant Municipal Counselor or the Personnel Director/designee, prior to requiring such test. The employee shall have the right to notify his/her Union representative and have representation present at the testing facility.
- d. The employee shall be transported immediately to the designated testing facility by a manager/supervisor. Prior to testing, the employee will be required to sign a drug/alcohol testing consent form. Failure or refusal to sign the consent form and to submit to testing will be cause for a conclusion of an adverse inference relative to the

employee being under the influence, as well as a charge of insubordination, and the appropriate disciplinary action, up to and including termination, will be administered. The employee shall not be permitted to return to work prior to receiving the results of the drug/alcohol test. The manager/supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

- e. The Occupational Health Manager, located at the City's designated medical facility, shall receive and retain all drug and alcohol testing related information, and provide the results to the appropriate division within the Personnel Department. Drug/alcohol test results will only be disclosed to those persons who have a "need to know".

Willful disclosure of test results to persons not involved in the disciplinary procedure or who do not have a need to know, may result in appropriate disciplinary action, up to and including termination.

- f. If the results of the drug/alcohol test prove to be negative, any time off work without pay shall be returned to the employee. If the drug/alcohol test prove to be positive, any unpaid time off work will be assessed in the final disposition of discipline.

8.3 Random and Scheduled Period Testing

Certain classifications of employees, as delineated in Section 8.3 (b) below shall be required to undergo drug and/or alcohol testing on a random selection basis or on a scheduled periodic basis.

- a. The City may not waive the selection of any employee who has been selected on a random selection basis or who is scheduled for periodic testing.
- b. Random and/or scheduled periodic testing shall include those employees who:
 - 1. Are employed in safety-sensitive positions. These employees shall include but are not limited to heavy equipment operators and employees in classifications requiring a Commercial Driver's License (CDL) A, B, or C class license.
 - 2. Are required to participate in an EAP as a condition of continued employment.
- c. Those employees subject to drug and alcohol testing as a commercial motor vehicle driver under Department of Transportation (D.O.T.) regulations shall be tested per those regulations:
 - 1. the initial minimum yearly percentage rate for random alcohol testing shall be twenty-five percent (25%) of all drivers;
 - 2. the initial minimum yearly percentage rate for random controlled substances testing shall be fifty percent (50%) of the average number of drivers;

3. yearly percentage standards shall be subject to change based on current D.O.T. regulations.
- d. Other City employees shall be tested at a frequency rate determined appropriate by the City in consideration of State law, other legal requirements, or administrative regulations.
- e. Each employee selected for random drug or alcohol testing shall proceed to or be transported to the testing facility immediately upon notification, unless the employee is engaged in a safety sensitive function, as determined by management, at the time of notification, which will not reasonably allow his/her replacement. In such cases, the manager/supervisor shall ensure the employee proceeds to the testing facility as soon as reasonably possible.

8.4 Post-Accident Testing

Post-accident drug or alcohol testing shall be conducted on City employees only in situations where there has been damage to City property, an actual (work-related) injury to an employee or third party, and there exists reasonable suspicion (as defined in Section 7 above) that the accident, injury or damage was a direct result of the employee's use of drugs or alcohol (except as noted in subsections 8.4 (a) and (b).

- a. Employees subject to D.O.T. commercial motor vehicle driver regulations who suffer a vehicle accident during operation of a commercial motor vehicle, shall be tested for alcohol and controlled substances as soon as possible after an accident if:
 1. the accident involved the loss of human life; and/or
 2. if the driver receives a citation under state or local law arising from the accident.
- b. If such testing cannot be administered within two hours of an accident, the manager/supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the City's Occupational Health Manager.

8.5 Post Rehabilitation Testing

The City of Oklahoma City may require an employee to undergo drug or alcohol testing without prior notice for a period of two (2) years after the employee's return to work following a confirmed positive test, or following participation in a drug or alcohol dependency program under a City benefit plan or attended on a mandatory basis, as a condition of continued employment.

- a. Post-rehabilitation testing shall be conducted in addition to any other testing

the employee is subject to under this policy.

9. CHALLENGING TEST RESULTS

Employees wishing to challenge the results of the City's test must:

- a. Do so at their own expense;
- b. Do so in accordance with the Oklahoma Standards for Workplace Drug and Alcohol Act.

10. SUBSTANCES FOR WHICH TESTS MAY BE GIVEN (INCLUDES THE RELATED METABOLITES)

- a. Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- b. Cannabinoids or Marijuana
- c. Cocaine (including crack)
- d. Amphetamines (including speed)
- e. Opiates (including morphine, codeine, dilaudid, percodan)
- f. Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels shall not be reported to the Medical Review Officer by the testing laboratory.

11. DRUG OR ALCOHOL TESTING METHODS AND DOCUMENTATION

Collections, storage, transportation, and testing procedures shall be conducted in accordance with rules established by the Oklahoma State Board of Health and applicable Federal Statutes and regulations including the following:

- a. Employees must present a picture I.D. (Oklahoma Driver's License or City identification card, etc.) or be accompanied by an exempt supervisor/manager who can provide identification as the employer representative to the Medical testing personnel representative prior to testing, as required by NIDA regulations.
- b. Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health.
- c. Samples shall be collected only by those persons "*deemed qualified*" by the State Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results.

- d. Body component samples that are appropriate for drug and alcohol testing shall be collected with due regard to the privacy of the individual being tested. In no case shall the City's representative directly observe the collection of a urine sample.
- e. A written record of the chain of custody of the sample shall be maintained until the sample is no longer required.
- f. An applicant or employee shall be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information, at the time the sample is taken.
- g. Reporting levels utilized for identification of positive substance abuse results shall be those levels established by the Federal Department of Transportation.

An employee who is found to have a positive drug test may designate an appropriate testing facility to which the split sample shall be sent for repeat testing. Such testing facility must also meet the standards of this section.

12. COSTS ASSOCIATED WITH TESTING

The City of Oklahoma City is responsible for costs associated with drug or alcohol testing. However:

- a. If an employee requests a retest to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test, unless that test reverses the findings of the previous positive test, in which case the City of Oklahoma City is responsible for the cost.
- b. Any test of a current employee must be performed during or immediately after the employee's scheduled work period and is deemed as compensable work time as applicable under the Fair Labor Standards Act (FLSA).

13. REFUSAL TO UNDERGO TESTING/TAMPERING WITH SAMPLE

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action, up to and including termination. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by alternative means, shall be subject to disciplinary action, up to and including termination.

14. MEDICAL REVIEW OFFICER

The City of Oklahoma City shall engage the services of a State Board of Health qualified Medical Review Officer.

- a. The Medical Review Officer shall receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant.

- b. Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results.

15. CONFIDENTIALITY

The City of Oklahoma City shall comply with all provisions of the Workplace Drug and Alcohol Testing Act, including confidentiality and shall treat all tests and all information related to such tests, including interviews, memoranda, reports, and statements as confidential.

- a. All records relating to drug/alcohol testing shall be kept separated from personnel records.
- b. Such records may not be used in any criminal proceeding or civil or administrative action, except in actions taken by the City of Oklahoma City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records.
- c. Records shall be the property of the City of Oklahoma City and will be made available to the affected applicant or employee for inspection and copying upon request.
- d. Records may not be released to any person other than the applicant or employee without the applicant or employee's expressed written permission, or if otherwise required by law.
- e. Employees within supervisory or management positions shall be responsible for compliance with this policy. They shall also ensure that employees seeking treatment or within rehabilitation processes are treated fairly and appropriately as concerns their job rights and job security. Additionally, supervisors/managers shall ensure that all reasonable efforts are made to allow for confidential handling of diagnosis and treatment of employees with substance abuse problems.

16. DISCIPLINARY ACTION

The City of Oklahoma City shall not take disciplinary action against an employee who tests positive for drugs or alcohol unless the test results are confirmed by a second test performed on the same sample, using one of the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

- a. A non-probationary employee with a previously satisfactory work record may be given only one opportunity to continue employment after an initial occurrence of a positive drug or alcohol test, where such testing was required by the City of Oklahoma City.
- b. Continued employment, if offered, shall be contingent upon the employee agreeing, in writing, to undergo random or periodic drug and/or alcohol post-rehabilitation testing

for two (2) years and satisfactorily participating and completing the Employee Assistance Program. If in-patient rehabilitation treatment is required, the employee may be permitted to use leave permitted under the Family and Medical Leave Act (FMLA), which includes accrued vacation leave, sick leave, and compensatory time.

- c. If an employee tests positive for drugs or alcohol, said employee may be subject to suspension, demotion, or termination following a pre-determination hearing. In addition to the alleged offenses, the appropriate course of action shall be determined based on the employee's total work record, including but not limited to, any prior drug or alcohol problems.

17. PROHIBITIONS

- a. No employee shall report for duty within four (4) hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor/manager shall knowingly permit any employee to perform any work duties if the supervisor/manager is aware the employee has an alcohol concentration of 0.04 or greater. No employee shall be on duty or operate a City vehicle or perform job duties while under the influence of alcohol nor shall the employee be in possession of alcohol during such duty time or while on City premises.
- b. No employee shall report for duty, drive a City owned vehicle or equipment, or remain on duty when the employee has used any drug or controlled substance, except when the use is pursuant to the instructions of a licensed practitioner/physician or dentist, and the licensed practitioner/physician or dentist has advised the employee that the substance will not adversely affect his/her ability to perform his/her job duties. It is the employee's responsibility to notify his/her supervisor that he/she is taking a drug or controlled substance which may impact his/her ability to operate a vehicle or other City equipment. No manager/supervisor possessing such knowledge shall permit an employee to drive/operate any City equipment or vehicle.
- c. No employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

ADDENDUM D

INSURANCE

Management representatives for the City of Oklahoma City and the American Federation of State, County and Municipal Employees, Local 2406, have reached tentative agreement on the

following insurance issues for fiscal year 2003-2004 ~~2002-2003~~:

- A. The City of Oklahoma City will continue to offer group health insurance through comprehensive health care (medical indemnity plan) as amended and Health Maintenance Organization provider (HMO plan) for fiscal years 2003-2004 ~~2002-2003~~ and 2004-2005 ~~2003-2004~~.
- B. Should any legal restrictions upon the term of this agreement make this addendum voidable, the parties can reaffirm their intent in a subsequent agreement.

C. HMO PLAN

1. (a) Effective January 1, 2004 ~~2003~~, employees enrolled in the HMO plans shall make a monthly contribution toward the cost of providing the HMO, at the rate of 12.5% of the actual premium charged by the HMO for plan year 2004 ~~2003~~. The monthly contribution shall be divided equally and withheld during the first two pay periods of each month for the following tiers:

Employee Only
 Employee plus spouse
 Employee plus child
 Employee plus children
 Employee plus spouse, plus children

Effective January 1, 2005 ~~2004~~, the employee monthly contribution toward the cost of providing the HMO will be 15% of the actual premium charged by the HMO for plan year 2004.

- (b) The parties adopt the level of benefits for the Community Care HMO at Alternate Plan 3, as described in the letter of May 7, 2002 to the City. The parties adopt the level of benefits for the PacifiCare of Oklahoma LG \$10/100% (Alternate Plan 2), as described in PacifiCare's quoted benefits to the City of April 17, 2002
2. The parties will continue to evaluate proposals with the intent of maintaining or improving benefit levels, through the HMO Selection Committee and the Joint Insurance Committee. Any changes made in benefit levels must be mutually agreed upon by the American Federation of State, County and Municipal Employees, Local 2406 and The City.

D. INDEMNITY PLAN

1. Effective January 1, 2004 ~~2003~~, the City will provide the following medical indemnity plan benefit level through December 31, 2004 ~~2003~~, subject to additional changes approved in this Addendum and changes under Section C. The following changes to

the medical indemnity plan have been approved:

(a) Employee Contributions

- (i) Effective January 1, ~~2004~~ 2003, Employees enrolled in the Comprehensive Healthcare Plan (Medical Indemnity Plan) shall contribute a rate equivalent to 17.5% of the projected premium equivalent rates as calculated for the period ending ~~March 31, 2003~~ April 30, 2002, (as reflected in the Wakely report dated ~~April 23, 2003~~ for the period ending April 30, 2003) ~~report dated June 3, 2002~~ for plan year ~~2004~~ 2003 only. The monthly contribution for plan year ~~2004~~ 2003 shall be based on the following tiers and shall be divided equally and withheld during the first two pay periods of each month as follows.

Employee Only:	\$ 65.85
Employee plus spouse:	\$129.27
Employee plus child:	\$ 94.39
Employee plus children:	\$122.93
Employee plus spouse, plus children:	\$176.83

- (ii) Effective January 1, ~~2005~~ 2004, employees enrolled in the Comprehensive Healthcare Plan (Medical Indemnity Plan) shall contribute a rate of 20% of the projected premium equivalent rate as calculated for the period ending June, ~~2004~~ 2003, for plan year ~~2005~~ 2004. Premium equivalent rates for future years shall be established by the August immediately preceding the next plan year. Employees shall be notified of the projected premium equivalent rates and the required premium contribution prior to the annual open-enrollment period.

(b) Deductibles

Individual deductibles will be \$300 for non-network and \$200 for network providers. Family Deductible will be \$900 for non-network and \$400 for network providers.

(c) Co-Payments

Network Office Visit Co-payments will be \$5, which applies to the deductible, but not to coinsurance.

(d) Co-Insurance

Individual out-of-pocket maximum will be \$1000 in network plus deductible and \$3000 family out of network plus deductible.

- (e) Mental Health – Substance Abuse
Maximum lifetime benefit of \$30,000.
- (f) Outpatient Mental and Nervous
\$35 co-pay per visit, which does not apply to deductible or co-insurance.
- (g) Outpatient Hospital Services
Same as in-patient services, coverage at 90% in network, with prior authorization.
- (h) Outpatient Surgery Services
Same as in-patient services, coverage at 90% in network, with prior authorization.
- (i) Spinal Manipulation
Maximum of 30 annual visits.
- (j) Preventative Care Allowable Maximums
Physician's Office Visits, \$200 - individual, \$500 - family annually. Well baby care at 100% of recommended schedule.
- (k) Filing Requirements
Claims must be filed within 12 months of date of service.
- (l) No-Claims Bonus
The bonus for no claims filed against the Plan by the participating employee has been eliminated.
- (m) Breast Implants
The City's medical indemnity plan will be amended to reflect that the removal of breast implants will be a covered medical expense if medically necessary and, will be covered consistent with other medical coinsurance benefit coverage.
- (n) Services Provided by a Christian Science Practitioner
The City's medical indemnity plan will be amended to reflect that the plan covers services provided by a Christian Science Practitioner, if he or she is

deemed by state law to be the same as a legally qualified physician and is acting within the lawful scope of this license, subject to all plan provisions including deductible and coinsurance.

(o) Coordination of Benefits -- Benefit Credits

The City's medical indemnity plan will be amended to eliminate the practice of calculating a benefit "*credit*," for use at a later date within the plan year, when applying coordination of benefits provisions of the plan.

(p) Hospice

The City's health indemnity plan will be amended to define a Hospice Facility as a public or private organization licensed and operated according to the law, primarily engaged in providing palliative support, and other related care for a covered person diagnosed as terminally ill with a medical prognosis that life expectancy is six months or less. The Hospice must have an interdisciplinary medical team consisting of at least one physician, one registered nurse, one social worker, one volunteer and a volunteer program. A Hospice is not a facility or part thereof which is primarily a place for rest, custodial care of the aged, drug addicts, or alcohols, or a hotel or similar institution.

(q) Co-payment Percentages

The City's medical indemnity plan will be amended for the purpose of changing the co-payment percentages on services provided by non-PPO providers as follows:

The medical indemnity plan does not pay 30% of certain covered medical expenses of an individual when treatment, supplies or services are provided by a non-preferred provider (non-PPO) and a preferred provider (PPO) is available within the area. (Benefits are payable at 70% of those expenses from a non-PPO provider when a PPO provider is available in the area). The co-payment amount will remain at 20% of certain covered medical expenses of an individual when a PPO provider is not available within the area. (Benefits will remain payable at 80% for those expenses). The co-payment amount will remain at 10% for certain covered medical expenses of an individual that are provided by a PPO provider (Benefits remain payable at 90% for those expenses). When the 30%, 20% or 10% reaches the co-payment limit in a calendar year, this plan will pay a benefit equal to 100% of such reasonable and customary expenses incurred in the rest of that year.

(r) Eligible Dependents

The City's medical indemnity plan document will be amended to redefine an eligible dependent as follows: An eligible dependent as follows: An eligible

dependent will mean a spouse; a common law spouse as defined by Oklahoma law; unmarried children through the age of 19; unmarried children through the age of 23, if the child is a full-time student in an accredited university, college, trade or vocational school and who qualifies as a dependent under the Internal Revenue Code; unmarried children who are physically or mentally incapable of self-support on the date coverage would otherwise end. The word "*Children*" will include stepchildren, adopted children, and children for whom the employee is the legal guardian and qualify as a dependent under the Internal Revenue Code.

2. The parties will continue to evaluate proposals to maintain or improve current benefit levels, through the Joint Insurance Committee.

E. PRESCRIPTION DRUG PLAN

The prescription drug program, negotiated during fiscal year 1995-96, will be continued through fiscal year 2003-2004 ~~2002-2003~~. Employee's participating in the Prescription Drug Plan will pay the following co-pays during plan year 2004 ~~2003~~, effective January 1, 2004 ~~2003~~:

1.	Retail Generic Drug Co-pay	\$ 8.00
2.	Retail Brand Name Single Source Drug Co-pay	\$14.00
3.	Retail Brand Name Multi-Source Drug Co-pay	\$17.00
4.	Mail Order Generic Drug Co-pay	\$16.00
5.	Mail Order Brand Name Drug Co-pay	\$30.00

F E. SECTION 125 CAFETERIA PLAN

For fiscal year 2003-2004 ~~2002-2003~~, the parties agree to continue participation in the cafeteria plan, authorized under Section 125 of the Internal Revenue Code, on the same terms now in effect.

ADDENDUM E**LABOR/MANAGEMENT COMMITTEE FOR FY 03-04 ~~02-03~~**

1. Step Placement (PSB 91-14)
2. Performance Evaluations (PSB 93-9)
3. Promotions
4. 911 PSC Dispatchers (when staffing permits, a study committee will be formed to look at scheduling.
5. Wage adjustment methodology
6. Reduction-In-Force Procedure
7. Drug & Alcohol Testing Policy

Two (2) representatives from each side.

With the exception of #4 above, each committee shall meet at least once a month beginning the first week in September 2003 ~~2002~~.

MEMORANDUM OF UNDERSTANDING FY '03-04 (1) ~~02-03 (1)~~**PSC DISPATCHER TRAINEE PROBATIONARY PERIOD
AND TRAINING PAY FOR PSC
DISPATCHERS/OTHER EMPLOYEES**

The City of Oklahoma City and the American Federation of State, County, and Municipal Employees, Local 2406, hereinafter referred to as AFSCME, enter into this Agreement, which extends the new hire probationary period for PSC Dispatcher Trainees from six (6) months to one (1) year for the following reasons:

1. During the first phase of the current six (6) month probationary period, the PSC Dispatcher Trainee is required to become familiar with an enormous amount of information regarding the 911 dispatch center, dispatch codes, City geography, call-taking and radio dispatching procedures, federal communication regulations, etc., and must prove knowledgeable in these areas prior to proceeding to the second phase of the training process.
2. After classroom instruction and testing, Trainees are assigned to more experienced dispatch personnel on various shifts to gain practical experience and exhibit competence in the areas of call-taking and radio dispatching procedures.

The current six (6) months probationary period does not provide a sufficient length of time for Trainee to acquire the amount of knowledge of skills necessary to function at a competent level, and also does not enable supervisors to provide a fair assessment of an individuals capabilities. As a result, many Trainees who otherwise may have become competent dispatchers, are terminated at the end of the six (6) months probationary period.

Therefore, both parties have agreed that extending the probationary period to one (1) year will assist in reducing the turnover rate at the 911 dispatch center and allow Trainees to become more familiar with the requirements of the job.

It is also understood by both parties that individuals hired as PSC Dispatcher Trainees from outside the City organization, will not have access to either the grievance process in the AFSCME Collective Bargaining Agreement or the Personnel Policies, until completing the one (1) year probationary period, or a minimum 6 months probationary period, if it is determined by management that the employee should be promoted from probationary status prior to the expiration of the one (1) year period. In such instance, the employee shall be entitled to all benefits and rights afforded other non-probationary employees.

Employees selected as PSC Dispatcher Trainees from within the City organization will continue to enjoy the rights and privileges contained in the AFSCME Collective Bargaining Agreement.

Training Pay for PSC Dispatchers/Other Employees
MOU FY '03-04 (1) 02-03 (+)
Page 2

However, the probationary period set forth in Article 10, Section 10.4.04 shall be extended from six (6) months to one (1) year for employees selected through transfer or promotion as PSC Dispatcher Trainees. Such employees may be removed from the PSC Dispatcher Trainee classification at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied.

The parties have also agreed that PSC Dispatchers/and other employees who are selected to serve as trainers for probationary dispatchers/employees for a period of three months or longer will receive \$1.00 per hour, in addition to their regular rate of pay, for each hour they actually provide directed required training. This Agreement only applies for FY ~~2003-2004~~ ~~2002-2003~~. Training status must be pre-approved by Management and agreed to by the individual Trainer in writing in order to establish the period of eligibility for training pay. Individuals serving in the trainer capacity shall continue to serve in said capacity until there are no trainees, at which time s/he will no longer serve as a trainer. An individual may be removed as a trainer at the discretion of management.

During the contract year, the Chief of Police or designee will conduct research and provide recommendations to the Personnel Department regarding the development of the PSC Dispatcher II (Trainer) classification. The Personnel Department will develop a position description that will include the essential job functions and the primary job requirements necessary to be fully functional in the PSC Dispatcher II classification. The Chief of Police or designee will assist Personnel in developing the appropriate selection criteria or promotional requirements for the PSC Dispatcher II classification. Until the PSC Dispatcher II positions are filled, employees selected to temporarily serve as trainers shall continue to receive \$1.00 per hour, in addition to their regular rate of pay, for each hour they actually provide required training. Employees promoted to the PSC Dispatcher II classification shall not receive training pay.

Mutual concerns have been raised regarding recruitment and retention of qualified Dispatchers and establishment of a formal career progression plan for Dispatcher classifications. To address these concerns, the parties have agreed to the following: 1. PSC Dispatcher Trainee classification shall be reallocated to pay range 411; PSC Dispatcher classification shall be retitled PSC Dispatcher I and remain at pay range 414; and the proposed PSC Dispatcher II classification shall be allocated to pay range 416. The titles and pay range assignments are within the general pay plan found in Addendum A of this agreement. The Personnel Director or designee shall retain the option to recommend re-assigning the PSC Dispatcher Trainee, PSC Dispatcher I and PSC Dispatcher II to more appropriate pay ranges in subsequent agreements.

PSC Dispatcher Trainee Probationary Period and
Training Pay for PSC Dispatchers/Other Employees

MEMORANDUM OF UNDERSTANDING FY '03-04 (2) ~~02-03-(2)~~

FIREARMS AND WEAPONS POLICY

The City of Oklahoma City and The American Federation of State, County and Municipal Employees Local 2406 (AFSCME) enter into this agreement in the mutual interest of maintaining a safe working environment.

The following policy will be in effect and enforceable immediately within any work unit, division or department exclusively represented under the Collective Bargaining Agreement by AFSCME Local 2406.

This policy is agreed to and endorsed by duly authorized representatives of the parties to the AFSCME Local 2406 Collective Bargaining Agreement.

- 1) The possession of weapons, dangerous instruments and/or firearms by bargaining unit employees during work hours, on their person or in their personal vehicle on City property, is prohibited. Weapons, dangerous instruments and firearms shall include all instruments and devices named or described by municipal ordinance, state or federal law. Firearms shall include loaded and unloaded firearms.

This policy shall not include transportation of unloaded hunting weapons, that can lawfully be transported in motor vehicles, in the employee's personal vehicle; however, brandishing the hunting weapon, or use of the hunting weapon for the purpose of intimidation or threat of bodily harm shall be a violation of the weapons policy.

The use of items not normally considered weapons or dangerous instruments, such as pocket knives or tools, for intimidation or threat of bodily harm shall be a violation of this weapons policy.

- 2) In the event of such infraction, the employee's supervisor shall direct the employee to leave the work site for the remainder of the same work day without delay. Such departure of the employee shall constitute the beginning of a period of suspension without pay pending predetermination hearing and investigation by the Union and Management, which should be conducted within 3 working days of the alleged occurrence of violation. If information presented during the predetermination hearing does not substantiate the allegations against the employee, he/she will be returned to work and compensated for the period of suspension.
- 3) Any occurrence of such infraction as described above will result in employees being summarily terminated.

For the City

For the Union

MEMORANDUM OF UNDERSTANDING FY '03-04 (3) ~~02-03-(3)~~

TO: William Burman, Business Manager
 AFSCME, Local 2406

FROM: Lloyd Rinderer
 Personnel Director

DATE: November 5, 1991

SUBJECT: Violence/Fighting Policy

The following policy will be in effect and enforceable immediately within any work unit, division or department exclusively represented under the Collective Bargaining Agreement by AFSCME Local 2406.

- 1) Any employee involved in fighting or physical violence or similarly harmful action in the work place will be summarily reprimanded by supervisors.
- 2) In the event of a second occurrence of any such infraction under point 1 above, the employee will be summarily terminated for cause without right of appeal through the grievance procedure.
- 3) In the event of an infraction under point 1, supervisor's shall direct the employee(s) to the work place site for the remainder of the same work day, which time shall be without pay.
- 4) In the event a first occurrence is so serious and intolerable that return of the employee to the work place would be contrary to the interest of the City and co-workers, the first event may result in summary termination as described in point 2.

This policy is agreed to and endorsed by duly authorized representatives of the parties to the AFSCME Local 2406 Collective Bargaining Agreement.

 AFSCME Local 2406

 City of Oklahoma City

 Date

 Date