AGREEMENT BETWEEN

THE CITY OF NORMAN, OKLAHOMA

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL NO. 2875

FISCAL YEAR 16
JULY 1, 2015 – JUNE 30, 2016

(CITY - AFSCME FYE16)

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - RECOGNITION 1
Employee Definition
Probationary Employee Definition

ARTICLE 2 - MANAGEMENT RIGHTS 2

ARTICLE 3 - NONDISCRIMINATION 2

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY 3

ARTICLE 5 - STRIKES AND LOCKOUTS 3

ARTICLE 6 - MATTERS APPROPRIATE FOR CONSULTATION 4

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES 5

ARTICLE 8 - UNION SECURITY 13
Union Dues Deduction
Fair Share Deduction

ARTICLE 9 - HEALTH AND SAFETY 16
Reporting of Accidents
Safety Bonus Program
Substance Abuse

ARTICLE 10 - BULLETIN BOARDS 19

ARTICLE 11 - UNION BUSINESS 19

ARTICLE 12 - DISCIPLINARY ACTIONS 21

ARTICLE 13 - SENIORITY 24

ARTICLE 14 - HOURS OF WORK 25
Shift Assignments
Shift Differential Pay

ARTICLE 15 - PROMOTIONS 26

ARTICLE 16 - PERFORMANCE EVALUATION 27
Performance Probation

ARTICLE 17 - REST PERIODS 27

ARTICLE 18 - HOLIDAYS 28

ARTICLE 19 - VACATION LEAVE 29

ARTICLE 20 - SICK LEAVE 31
Immediate Family Definition
Notification Requirement
Pregnancy Leave
Temporary Disability Leave
Short Term & Long Term Temporary Disability
Leave Donation Program
Payment Upon Separation
Accumulation Objective

ARTICLE 21 – FUNERAL LEAVE 35

ARTICLE 22 - COURT AND JURY LEAVE 36

ARTICLE 23 - MILITARY LEAVE 36

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY 38

ARTICLE 25 - ON THE JOB INJURY (OJI) 39

ARTICLE 26 - OUTSIDE EMPLOYMENT 42

ARTICLE 27 - REDUCTION IN FORCE 42

ARTICLE 28 - OVERTIME AND CALLBACK 43
Relief Personnel
Compensatory Time
Cell Phone/Pager Pay

ARTICLE 29 - PAY ADMINISTRATION 45
Pay Rate Upon Promotion
Pay Rate Upon Demotion
Exception Pay

ARTICLE 30 - WAGES 46

ARTICLE 31 - MISCELLANEOUS 47
License Reimbursement
Uniform Cleaning Allowance
Nepotism Guidelines

ARTICLE 32 – GROUP INSURANCE COVERAGE 48

ARTICLE 33 - LONGEVITY PAY 50

ARTICLE 34 - RESERVED 51

ARTICLE 35 - SAVING CLAUSE 51

ARTICLE 36 - TERM AND AMENDMENT OF THE AGREEMENT 51

ARTICLE 37 - DEFINITIONS 52

ARTICLE 38 - POSITION VACANCIES 55

ARTICLE 39 - SELECTION PROCESS 56

ARTICLE 40 - PERSONNEL FILES 60

ARTICLE 41 - CLEAN-UP PERIODS 62

ARTICLE 42 - NOTICES 62

EXECUTION OF AGREEMENT 63

FYE 16 PAY CLASSIFICATIONS ..... Appendix A-1

FYE 16 PAY PLAN ..... Appendix A-2

AUTHORIZATION FOR PAYROLL DEDUCTION FORM ..... Appendix B

UNION BULLETIN BOARDS ..... Appendix C

OFFICIAL GRIEVANCE FORM ..... Appendix D

UNION BUSINESS LEAVE FORM ..... Appendix E

HEALTH INSURANCE PLAN BENEFITS ..... Appendix F

HEALTH/DENTAL INSURANCE ..... Appendix F-1

WELLNESS PROGRAM ..... Appendix G

DRUG AND ALCOHOL TESTING POLICY ..... Appendix H

FYE 16 TENTATIVE AGREEMENT ..... Appendix I

PREAMBLE

This Agreement, entered into by the City of Norman, Oklahoma, hereinafter referred to as the City, and Local No. 2875, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relationships between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the assurance of the well-being of said employees and the efficient and economical operation of the departments in which they are employed, and the establishment of rates of pay, hours worked, and other conditions of employment. This Agreement has been reached through the process collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to be in all respects in the public interest.

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

ARTICLE 1

RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours, and other conditions of employment.

Section 2. The Union recognizes Chapter 12 of The City of Norman Code of Ordinances and accepts its provisions as part of this Agreement.

Section 3. The Union recognizes the City Manager or his designated representative or representatives as the sole representative of the City for the purpose of collecting bargaining. The Union further agrees to bargain in good faith with the City Manager or his designees on all matters relating to wages, hours, and other conditions of employment. The City Manager agrees to bargain in good faith with the Union or its designees on all matters relating to wages, hours, and other conditions of employment.

Section 4. The term "employee" as used in this Agreement shall mean all permanent full-time employees and all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week, but does not include, for the purposes of exclusive recognition, any uniformed fire personnel, any commissioned police officer, any management official, any supervisors, any confidential employees, any employees engaged in the administration of Chapter 12 of the City of Norman Code of Ordinances, temporary employees hired to replace injured employees as provided in Article 25, and any seasonal employees hired in the Parks and Recreation Department for a time certain of up to and including eight (8) months, and any other temporary or seasonal employee hired for a time certain of less than six (6) months during a fiscal year. It is the intent of this language to provide the City flexibility in unusual situations as specified; not to circumvent the Agreement nor to erode bargaining unit rights. Furthermore, the term "employee" does not include elected officials; City employees in the City Manager's Office, the Legal Department, the Human Resources Department, the City Clerk's Office, and the Office of the Mayor and Council; or members of the City's various boards and commissions.

Section 5. Probationary employees, those employees with less than six (6) months service, shall be covered under the terms and conditions of employment set forth in this Agreement. A probationary employee shall have no right of appeal if terminated or, in the case of promotion, if the probationary employee is returned to his former position classification.

ARTICLE 2

MANAGEMENT RIGHTS

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

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

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

a. To hire, direct, promote, and take disciplinary action against employees;

b. To relieve employees from duties because of lack of work or for other legitimate reasons;

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

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

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

f. To implement furlough days and/or merit freezes only during times of financial crises and following the agreement of both parties.

Section 4. The right of the City to establish rules and regulations regarding working practices and personal conduct of employees while on duty is recognized.

ARTICLE 3

NONDISCRIMINATION

Section 1. No employee or an individual being considered for employment shall be favored or subjected to discrimination by management or by the Union because of race, creed, handicap, color, religion, age, marital or veteran status, disability, sex, or national origin, or any other legally protected status, including political or Union activities, or activities other than those prohibited by this Agreement.

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

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

Section 4. Both the City and the Union recognize the following fundamental work rule: City employees should conduct themselves in a manner that will not foster work place hostility and an unsuitable working environment. To prevent an unsuitable working environment all City employees should show respect, courtesy and professionalism toward one another in an unbiased manner.

Any violation of this fundamental work rule should be reported in a timely manner. Conduct that violates this rule may subject an employee to disciplinary action. All City employees should conduct themselves in accordance with state law.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The City and the Union are committed to the concept and practice of equal employment opportunity as a necessary component of merit principals, which is a phase of affirmative action. This commitment is, and will continue to be, supported by positive policies and procedures, which will ensure nondiscrimination and equal employment opportunity. It is the intent of the City of Norman to hire qualified applicants to fill advertised positions regardless of race, color, religion, sex, national origin, age, marital or veteran status, political affiliation, disability, or any other legally protected status.

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

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

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

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

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1. It is agreed that there shall be no strikes, mass absenteeism, slow-downs, sit-ins, mass resignations, or any other interference with or interruptions of work of whatever nature, nor any lockouts, during the term of this Agreement, or any extension thereof.

Section 2. Violations of this provision shall be grounds for disciplinary action, including discharge for any or all such employees involved.

Section 3. The portions of Chapter 12 of The City of Norman Code of Ordinances relating to strikes and lockouts are recognized by the Union and the City.

Section 4. Upon notification confirmed in writing by the City that a strike, mass absenteeism, slow-down, mass resignation, or any type of concerted work stoppage is in progress, the Union shall notify employees to return to work and shall take all reasonable, necessary, and affirmative actions to secure the employee's return to work as promptly as possible. This notification and action by the Union shall not constitute an admission by the Union that either it or any employees have engaged in any unlawful activity.

ARTICLE 6

MATTERS APPROPRIATE FOR CONSULTATION

Section 1. Matters appropriate for consultation between the parties include wages, hours, job descriptions, bulletin board postings, working conditions under the terms and conditions of this Agreement and areas of mutual concern. For the purpose of this Agreement, consultation is defined as mutual discussion of matters appropriate for consultation which are within the discretion of the department in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit.

Section 2. Work rules, regulations, policies, and procedures of the City or a department in effect on the effective date of this Agreement or issued after the effective date of this Agreement shall remain in full force and effect on bargaining unit employees if not in conflict with any Article or Section of this Agreement.

Section 3. A written rule, regulation, policy, or procedure in conflict with this Agreement shall be resolved by modification of the impact on bargaining unit employees of such rule, regulation, policy or procedure to be compatible with this Agreement through mutual agreement between the parties.

Section 4. Consultation meetings between Union representatives and Management shall be arranged by the Director of Human Resources or his/her designated representative upon the request of either party. Consultation meetings will be called by the City consistent with confidentiality, or other legal restrictions, to advise the Union of any proposed major changes affecting the working conditions of bargaining unit employees. Arrangements for any consultation meeting shall be made five (5) business days in advance, whenever possible, and matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the meeting request (including miscellaneous discussion) and Union representatives shall be limited to no more than five (5) people at any one meeting. The City will prepare summary minutes of the consultation meeting and distribute it to AFSCME.

Section 5. When contact is required by Union President with Management on matters within the scope of this Article, the point of contact is the Director of Human Resources or his/her designee. Where a contact is required by Management with the Union, the point of contact is the local Union President or his designee. Consultation meetings between Union representatives and Management shall be arranged upon the request of either party. Meetings will be held within five (5) working days of the request, whenever possible.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Issues and Actions Subject to Grievance - A "grievance" represents a dispute, controversy or difference of opinion raised by an employee, a group of employees, or the Union against the City.

Issues and actions which are specifically precluded from appeal and arbitration shall not be considered and treated as grievable. The issues and actions which shall be considered and treated as grievable, unless so precluded, and which may therefore, subject to the Grievance Filing Requirement, set forth in Section 5(a) below, be filed and processed as a grievance through the Grievance Procedure and, if applicable, the Arbitration Procedure, are as follows:

a. Issues - An issue which involves either of the following: (1) The meaning, interpretation or application of the express provisions of this Agreement; or (2) The application of the rules and regulations established and enforced by the City.

b. Personnel Actions - Any of the following personnel actions: (1) The denial of an employee's scheduled merit step increase, and the denial of an employee's permanent appointment or promotion because of an unsatisfactory performance evaluation; or (2) The dismissal or pending dismissal of an employee, but excluding any such dismissal which occurs because of one of the following reasons:

    1. The termination or elimination of an employee's position.

    2. The conclusion or termination of an employee's layoff status.

    3. An employee's absence without leave for three (3) or more consecutive work days.

c. Disciplinary Actions - Any of the following disciplinary actions: (1) The oral reprimand or written reprimand of an employee; (2) The suspension or pending suspension of an employee; (3) The involuntary demotion or pending demotion of an employee, but excluding any such demotion which occurs in conjunction with the bumping procedure; (4) The discharge of an employee.

Section 2. Grievances Not Subject to Arbitration - All of the grievable issues and actions referenced in Section 1 above may be filed and processed as a grievance through the Grievance Procedure set forth in Section 6 below. In this regard, a grievance may only be progressed by the Union through the various Steps of the Grievance Procedure (as applicable) up to the City Manager.
In this case of the following grievable issues and actions, provided that they are referred up to the City Manager, and further provided that the City Manager elects to accept and hear such grievances, the decision of the City Manager shall be considered final and binding upon all parties. Such grievances shall not be subject to the Arbitration Procedures set forth in Section 8 below, and therefore, they may not be appealed by the Union to an arbitrator.

The grievances which are not subject to arbitration are as follows:

a. Grievances which involve the exercise of the City's management rights as set forth in Article 2 (Management Rights), except for disciplinary actions which involve the suspension, demotion or discharge of an employee;

b. Grievances which involve the oral reprimand or written reprimand of an employee;

c. Grievances which involve the dismissal, discharge or suspension of an employee who is completing his or her original appointment probationary period;

d. Grievances which involve the denial of an employee's scheduled merit step increase, and the denial of an employee's permanent promotion because of an unsatisfactory performance evaluation;

e. Grievances which involve matters other than those set forth in Section 1 above.

A grievance involving any of the above issues and actions may be appealed by the Union to an arbitrator if the City Manager declines to accept and hear it. In the case of any such grievances, as well as all other grievances which are subject to the Arbitration Procedure set forth in Section 8 below, and which are in fact appealed by the Union to an arbitrator, the decision of the arbitrator shall be considered final and binding upon all parties.

Section 3. Purpose of the Grievance Procedure - The purpose of the Grievance Procedure is to secure, at the lowest possible level, a fair and equitable solution to all grievable issues and actions which develop or occur involving the parties to this Agreement. When an employee, a group of employees, or the Union has either an actual or potential grievance, as defined in Section 1 above, all of the parties involved -- including both labor and management -- shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative and harmonious manner possible.

Nothing contained in this Article shall preclude or prevent an employee, a group of employees, or the Union from trying to resolve a potential grievance in an informal manner during the initial ten (10) business day period (or such additional period of time as may be mutually agreed to in writing by the parties), and before the actual filing of an official written grievance. In fact, this procedure shall be encouraged and promoted by both the City and the Union.

In this regard, the Union President or other authorized representative of the Union may discuss an impending grievance with a Supervisor, Division Head, Department Head or the Human Resources Director in an effort to reach a satisfactory solution and forestall the actual filing of the official written grievance. This procedure shall also be encouraged and promoted by both the City and the Union.

Section 4. Grievance processing activities:

a. Selection of Union Representatives:

During the informal grievance resolution procedure referenced in Section 3 above, as well as during Step One of the Grievance Procedure set forth in Section 6 below, the employee or group of employees filing a grievance may, at their sole discretion, be represented and assisted by their Union Steward, their AFSCME Staff Representative, a member of the Union grievance committee, and/or any other member of the Union they choose to select.

Beginning with Step Two and including all the remaining Steps of the Grievance Procedure, as well as during the Arbitration Procedure set forth in Section 8 below, the Union Steward, the AFSCME Staff Representative, and/or a member of the Union grievance committee may, at their sole discretion, be present at and participate in the grievance meetings and arbitration hearings.

b. Designation of Group Representative:

In the case of a grievance which is filed by or on behalf of a group of employees, the Union agrees to designate one (1) of the employees to represent the group, in addition to the designated local AFSCME Staff Representative, during the various Steps of the Grievance Procedure and during any arbitration hearings. This shall not prevent or preclude the other employees from making statements or offering testimony during such grievance meetings and arbitration hearings. In this regard, however, the City and the Union agree that these other employees shall only attend and participate in the grievance meetings and arbitration hearings to the extent that their presence is required.

The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group, provided and to the extent such remedy is directed.

c. Allowance For Time-Off From Work:

With respect to the various activities which are required in conjunction with the processing of a grievance, the employee or employees filing a grievance, as well as the Union Steward, Union grievance committee members, and other Union members who are assisting and representing them shall, pursuant to paragraphs (a) and (b) above and in accordance with Article 11 (Union Business), be allowed reasonable time off with pay during their regularly scheduled hours of work to investigate, prepare and file the grievance, and to attend pre-grievance and grievance meetings and arbitration hearings; provided and to the extent that they are required or otherwise entitled to participate in such activities, meetings, and hearings by virtue of their being grievants, witnesses, Union Stewards, Union grievance committee members or other designated Union representatives; and further provided that they have given proper advance written notice to and received permission to be excused from their respective Division Heads. In this latter regard, employees shall not leave their work to engage in the above referenced grievance processing activities, meetings and hearings unless they have submitted the required written notice to and received permission to be excused from their respective Division Heads.

For the purpose of this Section, time-off with pay shall not include time spent during the off-duty hours of the above-referenced employees, Union Stewards, Union grievance committee members, and other designated Union representatives.

Section 5. Grievance Filing Requirement and Procedure: The various "grievances" referenced and described in Section 1 above must be filed in the following manner:

a. Grievable Issues - Grievances involving the "Issues" set forth in paragraph (a) of Section 1 may be filed by either an aggrieved employee or a group of aggrieved employees, or by the Union.

b. Grievable Actions - Grievances involving the "Personnel Actions" and "Disciplinary Actions" set forth in paragraphs (b) and (c), respectively, of Section 1, may only be filed by the employee or group of employees actually affected by the action.

Once a grievance is filed in the manner prescribed above, and regardless of the particular Step in the Grievance Procedure to which it is first directed, the grievance may then only be progressed through the remaining Steps of the Grievance Procedure and, if applicable, appealed to the Arbitration Procedure by the Union. All grievances are to be submitted to the City's Human Resources Department, on a "Grievance Form" (Appendix D) mutually agreed to by the City and the Union. The Human Resources Department shall provide a copy to the appropriate supervisor, Division Head, or Department Head. Grievances shall be numbered by the Human Resources Department consecutively from the beginning of each fiscal year in the following manner: AFSCME FY (year) - (number). (For example, the third grievance filed by AFSCME in the 1992 fiscal year shall be numbered as AFSCME FY 92-3). No grievance shall be processed through the various Grievance Steps unless it is submitted to the Human Resources Department on the approved "Grievance Form," and unless it is properly completed, signed and dated by the aggrieved employee or group of employees. In this regard, the "Grievance Form" must contain a statement of the grievant's complaint, the appropriate grievance number, the Section(s) of the Agreement allegedly violated, the date of the alleged violation, and the relief or remedy sought. However, an incorrect date and/or improper Section citation shall not in itself be grounds for denial of the grievance.

In the event that it is necessary for the Human Resources Director to work with the employee, the group of employees, and/or the Union to clarify the grievance as stated on the "Grievance Form," and/or necessary for the employee, the group of employees, and/or the Union to correct and resubmit the "Grievance Form," such additional time as may be required for this shall not be counted towards the time limits established for the various Grievance Steps.

If a grievance is not submitted in the manner set forth above, it shall be considered "waived."

c. Determination of Grievance Step - Certain issues which by their nature are incapable of being settled at Step One or any other preliminary Step in the Grievance Procedure may be directed to a higher and more appropriate Step in the Grievance Procedure.

In this regard, the Human Resources Director shall direct and transmit the "Grievance Form" to such Step in the Grievance Procedure as is specified in this Agreement or, in the absence of such specification, as may be mutually agreed to by the parties. When a grievance is automatically forwarded to a higher Step, the time limits established for the waived Steps shall be waived.

In the case of a grievance which involves either of the "Issues" described in paragraph (a) of Section 1, the grievances shall be handled directly by the Human Resources Director, who shall consider and respond to it in the manner and within the time limit prescribed in Step Three of Section 6 for a "Department Head."

d. Time Limits for Grievance - No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance, not including the day of the occurrence. If the employee, group of employees, or the Union is unsure about the date of occurrence, then the grievance must be submitted within ten (10) business days after the grievant(s) first has knowledge of the facts which give rise to the grievance, or with reasonable diligence should have acquired such knowledge. If a grievance is not submitted within this time limit, or such other additional period of time as may be mutually agreed to in writing by the parties, it shall be considered "waived."

The time limits established for each Step of the Grievance Procedure, and for the submission of a grievance to the Arbitration Procedure, may be extended by mutual agreement in writing of the parties involved in the grievance.

A grievance may be withdrawn or concluded at any Step in the Grievance Procedure as well as at the conclusion of the Grievance Procedure. If a grievance is not referred to the next higher Step of the Grievance Procedure or appealed to the Arbitration Procedure (if applicable) within the specified time limit or such other additional period of time as mutually agreed to in writing by the parties, then it shall be considered and treated as settled on the basis of the City's last answer.

If the City does not answer a grievance or the appeal of a grievance within the specified time limit or such other additional period of time as mutually agreed to by the parties, then the Union may elect to treat the grievance as denied at the Step and immediately refer the grievance to the next higher Step.

e. Coordinating and Monitoring The Grievance Procedure - The Human Resources Director shall be responsible for coordinating and monitoring grievances as they progress through the Grievance Procedure. In this regard, responses by both the City's representatives and the Union shall be submitted to the Human Resources Director, who shall then be responsible for seeing that the appropriate parties are provided with copies of the grievance and these responses.

Section 6. Grievance Procedure - A written grievance shall be processed in the following manner:

a. Step One -- Immediate Supervisor

Step One represents the initial action that is to be taken with respect to a written grievance. Supervisors are encouraged to consult with Human Resources Director prior to issuing a response. The Immediate Supervisor shall review the grievance and file a written response within ten (10) business days after receipt of the grievance. If the Union is not satisfied with the written response of the Immediate Supervisor, then it may progress the grievance to Step Two of the Grievance Procedure within ten (10) business days after the date of the Immediate Supervisor's response.

b. Step Two -- Division Head

Step Two shall be initiated if the Union is not satisfied with the results of Step One, and elects to appeal the Immediate Supervisor's decision to the Division Head within the time limit prescribed above.

The Division Head shall review the grievance and is encouraged to consult with the Human Resources Director prior to issuing a response. The Division Head shall file a written response within ten (10) business days after receipt of the grievance. The Division Head's written response shall confirm, amend or reverse the decision of the Immediate Supervisor. If the Union is not satisfied with the written response of the Division Head, then it may progress the grievance to Step Three of the Grievance Procedure within ten (10) business days after the date of the Division Head's response.

c. Step Three -- Department Head

Step Three shall be initiated if the Union is not satisfied with the results of Step Two, and elects to appeal the Division Head's decision to the Department Head within the time limit prescribed above.

The Department Head shall investigate the matter and may hold a grievance meeting within ten (10) business days after receipt of the grievance. At a grievance meeting both the Union and the City shall have the right to call such witnesses as are necessary to the investigation and explanation to the grievance.

The Department Head is encouraged to consult with the Human Resources Director prior to issuing a response. The Department Head shall file a written response to the grievance within ten (10) business days after receipt of the grievance or within ten (10) business days after the date of the grievance meeting. The Department Head's written response shall confirm, amend or reverse the decision of the Division Head. If the Union is not satisfied with the written response of the Department Head, then it may progress the grievance to Step Four of the Grievance Procedure within ten (10) business days after the date of the Department Head's response.

d. Step Four -- City Manager

Step Four shall be initiated if the Union is not satisfied with the results of Step Three, and elects to appeal the Department Head's decision to the City Manager within the time limit prescribed above.

As referenced in Section 7 below, however, the City and the Union may elect to submit the grievance to non-binding mediation before proceeding with this Step of the Grievance Procedure.

The City Manager shall review the grievance, along with all pertinent correspondence to date, including (if applicable) the findings and/or recommendations resulting from the mediation process. The City Manager may, at his or her sole discretion, schedule and hold a grievance meeting within ten (10) business days after receipt of the grievance. This grievance meeting may be conducted by either the City Manager or his or her designated representative. Both the Union and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance.

The City Manager shall file a written response to the grievance within ten (10) business days after the date of the grievance meeting or, if no grievance meeting is held, within ten (10) business days after receipt of the grievance. The City Manager's written response shall confirm, amend or reverse the decision of the Department Head; provided, however, that it may not increase a disciplinary action recommended by the

Department Head. If the Union is not satisfied with the written response of the City Manager, or if the City Manager declines to accept and hear such grievance, then the Union may refer the grievance to arbitration within fifteen (15) business days after the date of the City Manager's response, provided such action is consistent with and not precluded by Section 2 above. If so authorized and initiated, such request by the Union for arbitration must be submitted in writing within the prescribed time limit to the City's Human Resources Director.

Section 7. Mediation Process - In conjunction with and as a part of the Grievance Procedure set forth in Section 6, if a grievance has not been settled at the conclusion of Step Three, then the City and the Union may, by mutual agreement, elect to submit the grievance for mediation. In this regard, the parties may use either a mediator of their choosing or one assigned by the Federal Mediation and Conciliation Service (FMCS).

The City and the Union shall each select one (1) spokesperson to present their respective parties position to the mediator. Each party shall also be represented by at least one (1) individual with the authority to bind that party to any agreement which might be reached as a result of the mediation process. Each party 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, then the mediator will advise the parties jointly of his or her findings and/or recommendations based upon the hearing. Their findings and/or recommendations shall be advisory only. They shall not be binding upon the parties or admissible in any subsequent arbitration hearing.

Section 8.

a. Purpose - The Arbitration Procedure (if applicable) shall be initiated if the Union is not satisfied with the results of the foregoing Grievance Procedure, and if the Union elects to refer the grievance to arbitration in the manner and within the time limit prescribed above.

b. Selection of Arbitrator - Within seven (7) business days following the date that the Human Resources Director receives the Union's written request for an arbitration hearing, the City and the Union shall attempt to agree upon an arbitrator. In this regard, the City and the Union may, by mutual agreement in writing, refer more than one (1) grievance to the same arbitrator.

In the event the parties are unable to agree upon an impartial arbitrator within said seven (7) business day period, either or both parties shall immediately request the American Arbitration Association or the Federal Mediation Conciliation Service to submit a list of seven (7) qualified arbitrators. Upon receipt of such list from the American Arbitration Association, the Union's representative shall contact the City Manager for the purpose of selecting an arbitrator in the following manner. Both the City and the Union shall have the right to strike three (3) names from the list. A flip of a coin shall determine which party shall strike the first name, and then the other party shall strike a second name. This process will be repeated and the last remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection and requested to set a date and time for the hearing, subject to the availability of City and Union representatives.

The City and the Union agree that the procedural rules for the selection of arbitrators established by the American Arbitration Association shall not apply to them and, further, that neither party shall forfeit its rights under this Section due to the failure to meet deadlines imposed by the American Arbitration Association.

c. Location and Procedure - All arbitration hearings shall be held in Norman, Oklahoma, and they shall not be open to the public unless otherwise mutually agreed to by the City and the Union. Arbitration hearings may be continued from time to time for good cause shown upon a motion by the arbitrator, the City, the Union, or the employee or group of employees presenting the grievance.

The City and the Union may mutually agree to request that the arbitrator render his or her decision at the close of the arbitration hearing, or within five (5) business days following the close of the arbitration hearing. In this same regard, the City and the Union may mutually agree to forego retaining a court reporter (stenographer) for the arbitration hearing. However, unless otherwise mutually agreed by the City and the Union, a court reporter (stenographer) shall be retained for the arbitration hearing, and a written verbatim transcript of the arbitration hearing shall be prepared for the arbitrator, with one (1) copy each to be provided to the City and the Union.

The arbitrator shall conduct a fair and impartial hearing. In the conduct of this arbitration hearing, the arbitrator shall have the power to administer oaths and affirmations, and the arbitrator shall also have the power to secure by subpoena both the attendance and testimony of witnesses, and the production of books, papers, and records which are necessary to the explanation of the grievance and the conduct of the hearing.

d. Authority of the Arbitrator - The arbitrator shall only consider and make a decision with respect to the specific issue or action being appealed to him or her in the grievance(s), and the arbitrator shall have no right or authority to make a decision concerning any other actions or issues. In reaching and making his or her decision, the arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, or the rules and regulations of the City. In this same regard, the arbitrator shall be without power to make a decision which is contrary to or inconsistent with, or modifying or varying in any way, the application of laws, or rules and regulations having the force and effect of law.

The arbitrator shall render his or her decision concerning the grievance as soon as possible following the close of the arbitration hearing, or the submission of briefs by the parties. This decision shall be based solely upon the arbitrator's interpretation of the meaning and application of the express provisions of this Agreement as such relates to the facts of the grievance as presented. In this regard, the arbitrator may confirm, amend or reverse the decision of the City Manager, or in the absence of a decision by the City Manager, the decision of the Department Head; provided, however, that the arbitrator may not increase the disciplinary action recommended by the Department Head, or if he or she recommended a lesser disciplinary action than the Department Head, or the City Manager. In reaching a decision and, if necessary, fashioning an appropriate remedy, the arbitrator shall take into consideration interim compensation and efforts to mitigate damages. In this regard, no liability shall accrue against the City for a date more than one (1) month prior to the date the grievance was originally filed at the beginning of the Grievance Procedure or, in the case of a disciplinary action, the date of the discipline.

The arbitrator shall submit his or her decision in writing to both the City and the Union. Such decision shall be final and binding upon all parties.

The fees and expenses of the arbitrator and the court reporter (stenographer), and the cost of the written verbatim transcript (including the two (2) copies for the City and the Union), shall be shared equally by the City and the Union. Each party shall be responsible for compensating its own representatives, witnesses, and legal counsel.

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

ARTICLE 8

UNION SECURITY

Section 1. Notification and Distribution of the Agreement -The City agrees to inform all bargaining unit employees that the City is a party to this Collective Bargaining Agreement, and that its terms and conditions are binding upon all bargaining unit employees. The City further agrees to provide all bargaining unit employees with a copy of the Agreement, and all new bargaining unit employees with a copy of the AFSCME "Application of Membership" form.

The City shall take the action required to assure that the employees are apprised of their rights under Chapter 12 of the City of Norman Code of Ordinances and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union or other exercise by employees of the rights under the Ordinance. Neither shall there be solicitation of employees for membership in the Union during working hours, nor shall there be solicitation of Union members to discontinue membership in the Union during working hours (excluding rest periods and lunch breaks).

Section 2. Deduction of Union Dues or Fair Share Fee - The City agrees to deduct the regular monthly Union dues from the available wages earned each pay period by any Union member, and the regular monthly Union Fair Share Fee from the available wages earned each pay period by any non-member of the Union provided that an "Authorization for Payroll Deduction" form (Appendix B) has been completed and submitted as provided in Section 3 below. The amount deducted each pay period shall be remitted to the Union, together with an itemized statement no later than fifteen (15) business days after the deduction is made. The itemized statement shall indicate the name, employee number, department/division and section, and the deduction amount for each contributing employee. The parties agree that no payroll deductions shall be made for initiation fees, special assessments, fines, or any other Union business except Union dues and Union Fair Share fees.

The parties further agree that as of the effective date of this Agreement non-members of the Union shall not be required, as a condition of employment, to pay the monthly Fair Share fee. However, non-members of the Union may voluntary opt to pay a monthly Fair Share/Political Objector fee.

Section 3. Authorization for Payroll Deduction Form - Individual employee requests and authorization for monthly Union dues or Fair Share/Political Objector fee must be made on the "Authorization for Payroll Deduction" form which is set forth in Appendix B of this Agreement. An “Authorization for Payroll Deduction” form must be on file with the City before monthly Union dues or Fair Share/Political Objector Fee will be withheld from employee paychecks. The City will cease

payroll deduction at the request of the employee in writing (using the Appendix "B" form) in the subsequent payroll period following the date in which the request is turned in to Human Resources.

Payroll deduction by the City is provided for the convenience of the bargaining unit member and the Union. However, each bargaining unit member shall be personally responsible for making the monthly Union dues or Union Fair Share fee payment directly to the Union in some other manner if some payment is due and the City has not been notified that payroll deduction is desired.

Section 4. Union Dues and Fair Share Fee Rates - The regular monthly Union dues and Fair Share fee rates for bargaining unit employees shall be established by the Union, provided that the Fair Share fee rate shall not exceed the Union dues rate. Any change in these rates will be certified to the City Manager by an authorized officer or officers of the Union at least one (1) month in advance of the effective date of such change.

Section 5. Union Dues and Fair Share Refunds - The Union agrees to refund to the City any amount paid to it in error on account of the Union dues or Fair Share fee payroll deductions upon presentation of satisfactory proof.

Section 6. Limitations on the Use of Fair Share Payments -The parties agree that the Fair Share fee payments collected pursuant to this Article shall be used by the Union for the following purposes only:

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

b. Expenses relating to the administration of this Agreement;

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

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

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

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

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

b. Supporting and contributing to charitable organizations;

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

d. Supporting and contributing to ideological causes;

e. Supporting and contributing to international affairs.

Section 7. Appeal of Fair Share Computation - Should any employee who is paying the monthly Fair Share fee dispute the amount withheld pursuant to this Article, then that employee may file a written complaint with the Union to that effect, listing the reasons for the dispute. Said complaint may be filed solely on the basis that the Fair Share fee payment amount includes expenses not permitted under Section 6 above. The employee shall provide a copy of the complaint to the City's Human Resources Director.

When a complaint is filed with the Union, the Union shall consider said complaint in accordance with procedures established by it and shall, within two (2) months following the date of the complaint, determine whether the required Fair Share fee payment amount includes any expenses not permitted by Section 6 above. If the Union determines that the Fair Share fee payment amount includes unpermitted expenses, then it shall adjust the monthly Fair Share fee rate so as to exclude the unpermitted expenses. Pursuant to and in accordance with Section 4 above, the Union shall notify the City of any such change in the regular monthly Fair Share fee rate, in which case this revised Fair Share fee rate shall become the amount withheld each month.

If the employee is not satisfied with the decision of the Union, then that employee may within one (1) month following the issuance of the decision by the Union notify the Human Resources Director and the Union that he or she wishes the complaint submitted to and determined by binding arbitration. The Human Resources Director shall then request either the American Arbitration Association or the Federal Mediation and Conciliation Service to provide the Union and the employee with a list of seven (7) qualified arbitrators. The Union and the employee shall then select the arbitrator by the "striking" process, with the employee having the right to "strike" the first name from the list. The arbitrator so selected shall determine, after a hearing during which both the Union and the employee shall be entitled to present all relevant information concerning whether the Fair Share fee payment amount includes expenses not permitted under Section 6 above, he or she shall determine a new monthly Fair Share rate which excludes these unpermitted expenses. This revised Fair Share rate shall become the amount withheld each month. The cost of such arbitration shall be borne equally by the employee and the Union.

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

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

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

Section 10. The City and AFSCME agree that in the event the Right to Work Amendment to the Oklahoma Constitution is repealed, then the City agrees to reopen negotiations on this Article.

ARTICLE 9

HEALTH AND SAFETY

Section 1. Safe and Healthful Working Environment - The City and the Union are committed to the goal of attaining as safe and healthful a working environment for City employees as is both possible and practical. In this regard, the City and the Union agree to work together cooperatively in the promotion and achievement of this goal.

Section 2. Rules, Regulations, and Procedures - The City shall develop and provide, as necessary, reasonable rules, regulations and procedures relating to matters of health and safety, including the wearing of protective clothing, the use of protective devices, the handling of tools and materials, and the operation of vehicles and equipment. Such rules, regulations and procedures shall, as applicable be posted on Department and Division bulletin boards, placed on file in Department and Division offices, posted at specific work sites, placed on or provided with specific vehicles and equipment, and/or provided to all or select (affected or applicable) employees.

These rules, regulations and procedures shall be complied with by the City and all City employees. Employees who violate or fail to observe such rules, regulations and procedures shall be subject to disciplinary action, up to and including discharge.

Section 3. Operation and Maintenance Requirements - The City agrees that all facilities, vehicles and equipment under its control shall be maintained, and if necessary repaired, so that they comply with generally accepted safety requirements.

All employees must use the City's facilities and operate their assigned vehicles and equipment in a responsible and professional manner; which shall include, but not necessarily be limited to, the proper use and operation of all such facilities, vehicles and equipment in accordance with applicable operating instructions and procedures, and the prompt reporting of any observed maintenance problems or needed repairs.

Section 4. Reporting Requirements - Employees are required to report any and all work connected accidents/incidents which result in illness, personal injury or property damage, regardless of the type and severity of the illness, injury or damage, and regardless of who becomes ill, who is injured, and what is damaged. An accident/incident is generally considered to be work connected when it occurs during working hours, and /or involves City employees, facilities, vehicles, equipment or materials.

Employees are required to orally report all injuries/vehicle accidents/incidents and property damage to their Supervisor immediately following such occurrences, or as soon as reasonably possible. Notification by e-mail or voice mail within the specified time is acceptable. In the case of employees who are physically unable to report as provided above becomes of their resultant illness or injury, this reporting requirement shall be postponed until such time as they are physically able to comply. Furthermore, employees and their Supervisors are also required to complete a written report, on forms provided by the City, Supervisors will submit the written report to the Safety Manager within twenty-four (24) hours following an occurrence, or by the close of the next business day, whichever is later. Supervisors will provide copies of written accident reports to employees in a timely manner.

a. The City will investigate all work connected accidents which are reported to the Safety Manager. Employees are expected to cooperate fully in the investigation of such accidents, and in this regard they may be required to complete additional reports and provide further information.

b. Employees who fail to report a work connected occurrence of an injury, vehicle accident/incident or property damage in the manner and within the time limits prescribed above shall be subject to disciplinary action, up to and including discharge, unless as referenced above they are physically unable to comply. Furthermore, and again provided that such compliance is not physically impossible, these same employees shall be deemed ineligible to either receive injury leave or use their sick leave in conjunction with an illness or injury resulting from the accident, unless and until such time that they are in compliance with this reporting requirement.

c. In addition to their reporting of any observed maintenance problems and needed repairs, as referenced in Section 3 above, employees are also expected to do their part in making a safe and healthful working environment possible by either correcting or reporting to their Supervisor any health and safety violations or problems which they observe or have knowledge of, and by cooperating fully with the City in the investigation and correction of such violations and problems. In this regard, employees are also expected to either correct or report any hazardous conditions and situations which they observe or have knowledge of and which, if ignored, may pose a threat to health and safety and could possibly cause or contribute to a work connected injury/vehicle accident/incident or property damage, thereby resulting in illness, injury or damage.

d. The City agrees to address and resolve in a timely fashion, and to the extent possible and practical, all such maintenance problems, needed repairs, health and safety violations and problems, and hazardous conditions and situations which are reported to it.

Section 5. Inspections and Investigations - Aside from the routine and special inspections which are conducted by various City employees in the normal course of their work, the City shall designate a Safety Manager, and it may also utilize selected health and safety advisors and consultants, to inspect City facilities, work sites, vehicles and equipment; to investigate accidents and health and safety related problems; and to evaluate health and safety rules, regulations and procedures.

The City and all City employees shall cooperate fully with these individuals during their inspections and investigations. Furthermore, and in this same regard, employees are expected and shall be required to cooperate fully with these individuals, and to follow any reasonable instructions given by these individuals as though such instructions were being given by their own Supervisors.

Section 6.

a. The City and the Union agree that their mutual goals in Health and Safety are as follows:

1. to reduce accidents and on-the-job injuries;

2. to control workers' compensation costs;

3. to provide a safe and healthful work environment;

4. to recognize safe work practices.

b. The criteria for a good Health and Safety Program must provide the following:

1. focus on positive approaches to the prevention of injuries/vehicle accidents/incidents and property damage;

2. keep costs of injuries/vehicle accidents/incidents and property damage at a minimum;

3. educate and motivate for safe workers;

4. provide individual employee involvement;

5. allow supervisors' participation/input.

c. The Safety Programs may include the following:

1. Employee Involvement:

(a) By division(s) forming working safety committees, composed of one (s) supervisor and up to three (3) employees, which meet a minimum of one (1) hour per quarter. One employee committee member should be elected the Safety Observer of the division;

(b) The Union shall be consulted regarding AFSCME employee participants and voluntary employee participation on the committees shall be emphasized.

2. Advisory review of preventable/non-preventable injuries/vehicle accidents/incidents and property damage, and repeater accident patterns;

3. Employee safety recognition programs. These programs may include:

employee safety award bonuses of twenty-five dollars ($25) that may be paid quarterly to each City employee maintaining a perfect safety record during the quarter (work related poison ivy claims will not nullify the safety bonus);

4. Safety observer program which may include the following concepts:

(a) Peer assistance;
(b) Educate and counsel by peer;
(c) The Safety Observer elected by the Department/Division will be the Safety Observer for each department or division.

5. Establishment by the City Safety Manager of pilot programs to increase employee safety and reduce potential for employee injury.

Section 7. The City considers alcoholism and drug abuse to be a treatable illness. Dismissal may be considered if medical treatment is refused and the employee continues to work under the influence of alcoholic beverages or drugs. Employees, who know of alcohol or drug abuse by other employees on the job, shall report such abuse to their supervisor or appropriate manager. When it

comes to the attention of a Department Head, Division Head, or Supervisor that an employee has an alcohol related (drinking) or drug abuse problem, the Department Head, Division Head, or Supervisor shall refer the employee to the Human Resources Department. Should professional counseling be necessary, arrangements may be made by HR through appropriate sources. After a professional opinion has been received by the Human Resources Department relative to the individual's fitness for work, the employee shall be so advised. Further actions shall be dependent upon employee compliance with professional counseling (EAP, etc) recommendation and the rate of progress demonstrated. See Appendix H, Drug and Alcohol Testing Policy for additional information.

ARTICLE 10

BULLETIN BOARDS

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

a. Recreational and social affairs of the Union;

b. Union meetings;

c. Union elections;

d. Reports of Union committees;

e. Rules or policies of the Union;

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

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

Section 3. All material posted on Union bulletin boards will be signed by the local Union President or his designee.

Section 4. Only those bulletin boards designated in Appendix C to this Agreement shall be used for posting any material on City property.

Section 5. The City agrees to allow the Union the use of the inter-office mail system to mail items for bulletin board posting. The mail must be directed to the Area's Shop Steward or other designated Union members.

ARTICLE 11

UNION BUSINESS

Section 1. A representative of the International Union will be afforded access to the City premises during working hours for the purpose of administrating this Agreement, after first obtaining permission each time from the Division Head in charge of the premises, which permission will not be unreasonably withheld.

Section 2. Following the appointment of Union Stewards, the Union shall notify the City in writing of the names of these Stewards, and the areas of the City organization which they represent. The Union shall also notify the City in writing of the termination of these Stewards. Unless otherwise mutually agreed by the City and the Union, there shall be no more than fourteen (14) Union Stewards.

The Union may also, in writing, designate alternate Stewards, but alternate Stewards shall have no authority when the regular Steward is at work. The City recognizes the accredited Union Stewards, and will deal with them in all manners relating to a grievance (if requested by the aggrieved employee) and interpretations of this Agreement. A Steward will not leave his work area or enter another during working time without first receiving permission of both his own Division Head as well as the Division Head in charge of the work area into which he seeks to go. Such permission will not be unreasonably withheld. There will be no solicitation for Union membership during working hours (excluding rest period and lunch breaks).

Section 3. Upon prior authorization from his Division Head, a Steward or a Chief Steward shall be allowed time off with pay during working hours to discuss and/or investigate alleged and actual grievances, subject to the limitations set out in Section 7. Any employee who requests to discuss a grievance matter with a Steward or Chief Steward during working hours shall first request and must receive the prior authorization of his Division Head.

Section 4. All such requests by the Union President, Vice President, Secretary/Treasurer, Chief Steward, Stewards, and aggrieved employees, for paid Union business leave during work hours (as referenced in Sections 2 and 3 above) must be submitted by those employees to their respective Division Heads sufficiently far in advance, normally at least two (2) business days, so as to permit their Division Heads to make necessary staffing arrangements and/or work scheduling changes, and thereby determine whether the employees may be excused from duty. These requests for paid Union business leave are to be submitted in writing, unless this requirement is expressly waived by the employee's Division Head. Such requests shall not be arbitrarily denied.

The Union shall be responsible for working with the City to assure that all time spent by an employee in Union business activities during work hours is properly administered and accurately recorded, and the Union shall also help assure that the weekly hour maximums (as referenced in Section 7 below) are not exceeded. Requests for Union business leave shall be made on the "Union Business Leave" form which is set forth in Appendix E of this Agreement.

Section 5. Subject to the request procedure set forth in Section 4 above and the limitations of Section 7 below, the Union President, Vice President and Secretary/Treasurer shall be allowed time off with pay during working hours for the purpose of conducting official Union business of a non-social nature.

Section 6. Additional short-term leaves of absence with pay may be granted to members of Local No. 2875 of AFSCME upon written request by the Union President to the City Manager to attend the annual AFSCME Union Conference. However, no more than four (4) members shall be off work for this purpose on the same day.

Section 7. The Union shall be allowed up to a maximum of forty (40) hours per week of leave with pay for Union members to conduct Union business. This leave time shall not be cumulative and shall be applied to the following activities:

a. investigating and filing grievances and problems with the workplace;

b. Section 5 leave time including attending the ballot box;

c. attending grievance hearings and arbitrations (excluding witnesses called by the City);

d. travel time to and from the location of these activities.

e. Pre-negotiation team meetings and pre-consultation team meetings.

Any time spent by Union members in excess of forty (40) hours per week in the activities described in "a - d" of this Section shall be charged to those Union members taking leave after the forty hour maximum has been expended. A Union member so affected may use vacation leave, compensatory time or leave without pay during this time.

The forty (40) hours of leave time shall not be applied for Union members attending the following activities;

(1) contract negotiations;

(2) meetings authorized by Management such as the Employee Drug Free Workplace Committee meetings, and the Employee Health Insurance Committee meetings;

(3) monthly Retirement Board meetings;

(4) grievance mediations;

(5) Joint Labor/Management meetings such as the City/AFSCME Health and Safety Committee;

(6) City approved Labor/Management workshops and schools such as the Labor/Management training conducted by the FMCS.

ARTICLE 12

DISCIPLINARY ACTIONS

Section 1. Types of Disciplinary Actions - The City may discipline any employee for just cause. In this regard, employees who violate the established rules and regulations of the City, are negligent in the performance of their duties or the use of City equipment or vehicles, are insubordinate, or are otherwise involved in similar acts of misfeasance (performance of authorized tasks, duties and responsibilities in an improper or negligent manner), malfeasance (performance of an unauthorized or unlawful act), or nonfeasance (failure to perform required tasks and duties, or to carry out assigned responsibilities) which reflect discredit upon the municipal service or are a direct hindrance to the effective performance of the municipal government functions, shall be subject to having disciplinary actions or measures taken against them.

The City agrees with the concept of progressive disciplinary action and, to the extent circumstances warrant such, the City shall impose disciplinary actions in a progressive manner. In this regard,

however, the City and the Union also understand that each infraction giving rise to disciplinary action must be judged accordingly, and that consequently a major or particularly serious infraction, or a series of repeated infractions, may warrant the imposition of a more severe disciplinary action, including discharge. Likewise, the weight to be given prior recorded disciplinary actions is reduced by a reasonable passage of time without further disciplinary actions.

Disciplinary actions or measures which may be taken shall include only the following:

a. Oral Reprimand - An "oral reprimand" represents a verbal admonishment and warning which is usually given to an employee in the case of a minor infraction or repeated lesser infractions. An "oral reprimand" shall be reduced to writing and placed in an employee's personnel file.

   A verbal admonishment or warning which is not reduced to writing and placed in an employee's personnel file shall not be considered and treated as an oral reprimand and official disciplinary action, although it may be referenced and considered in the employee's performance evaluation.

b. Written Reprimand - A "written reprimand" represents a written admonishment and warning which is usually given to an employee in the case of a significant infraction or repeated minor infractions.

c. Suspension - A "suspension" represents a required temporary absence from duty without pay which is usually imposed upon an employee as a penalty for a serious infraction or repeated minor infractions.

d. Demotion - A "demotion" represents the involuntary reassignment of an employee from his or her present position to another position in a different and lower-rated position classification.

e. Discharge - A "discharge" represents a permanent involuntary termination of an employee's employment with the City which is usually imposed upon an employee as a penalty for a major infraction or repeated serious infractions.

All of the above disciplinary actions may be appealed by the employee to the Grievance Procedure. With the exception of oral and written reprimands, the above disciplinary actions may be appealed by the Union to the Arbitration Procedure.

In determining the appropriate level of discipline the following should be considered:

a. Severity of the Infraction - A serious violation may require a higher level of discipline;

b. Past record of disciplines (depending on the circumstances, a violation may not need to be identical or of the same nature of the preceding infraction in order to progress the next step of discipline);

c. Consistency of discipline of other employees for similar infractions;

d. Length of City employment.

(In this regard, Supervisors are encouraged to consult with the Human Resources Director prior to enforcement of severe discipline)

Section 2. Approval of Disciplinary Actions - The disciplinary actions set forth in Section 1 above must first be reviewed and approved by the following personnel before being imposed upon an employee:

a. Oral Reprimand and Written Reprimand - An "oral reprimand" and a "written reprimand" may be given directly to an employee by a Supervisor. No prior approval is required.

b. Suspension - A "suspension" must be reviewed with and approved by the employee's Department Head.

However, a suspension shall not be imposed or take effect until the conclusion of the Grievance and Arbitration Procedures, provided that the employee and the Union elects to appeal the proposed suspension. In this regard, nothing shall prevent or preclude an employee's Supervisor from requiring the employee to leave the work area for all or part of a work shift when he or she determines that the employee is unwilling or unable to satisfactorily perform the duties and/or accept the responsibilities of his or her position and position classification.

c. Demotion and Discharge - A "demotion" and a "discharge" must be reviewed with and approved by the employee's Department Head.

Section 3. Handling of Disciplinary Actions - If the City has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other City employees or the public.

If an employee's Supervisor contemplates imposing an oral or written reprimand upon an employee, and if the Supervisor determines that the best interest of the City and/or the employee would be served by conducting a pre-disciplinary meeting, then the Supervisor may schedule and conduct such a meeting. The City will advise the employee that he or she has the right to have a Union representative present during any such pre-disciplinary meeting.

If a suspension, demotion, or discharge may be imposed upon an employee, then the employee's Division Head or Department Head shall contact the Human Resources Director to schedule a pre-disciplinary meeting. Either the Human Resources Director or his/her designee will conduct the pre-disciplinary meeting. The pre-disciplinary meeting shall not be a "full blown" evidentiary meeting, but shall serve to determine whether reasonable grounds exist to believe the allegations against the employee are true and whether the grounds support the proposed action. At that meeting the employee will be advised of the suspected misconduct or unsatisfactory job performance. The Department Head will attend the pre-disciplinary meeting. The employee will be informed that the consequences of the misconduct or unsatisfactory job performance may result in his or her suspension, demotion, or discharge. The employee will be provided with a detailed statement of the charges which led the Division or Department Head to the conclusion that suspension, or discharge may be warranted, and the employee will be given the opportunity to respond to the charges presented.

Upon notifying the employee that a pre-disciplinary meeting is to be held, the City will advise the employee that he or she has the right to have an Union representative present during the pre-disciplinary meeting. Notification of a pre-disciplinary meeting shall normally occur at least three (3)

calendar days prior to the pre-disciplinary hearing, provided that nothing contained in this Article shall prevent or preclude an employee's supervisor, after observance or notification of the violation, from immediately suspending the employee with pay pending the pre-disciplinary hearing.

In every type of disciplinary action, employees shall be provided with a written notice officially informing them of disciplinary action, and setting forth the reasons for the disciplinary action.

In the case of a discharge, the employee and the Union shall be notified in writing that the employee has been discharged, and the employee shall have the right to appeal the discharge directly to his or her Department Head in accordance with the Grievance Procedure set forth in Article 7.

Section 4. Employees shall be given two (2) copies of letters of reprimand, suspension, demotion, discharge, and other formal documents of disciplinary action within one (1) working day after such action is taken against them, provided that failure to provide these documents within this time frame shall be remedied upon request and such a failure shall not be the basis of invalidating the disciplinary action.

ARTICLE 13

SENIORITY

Section 1. City seniority, according to this Agreement, shall consist of the continuous full-time accumulated paid services of the employee with the City. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or layoff not to exceed one (1) year.

Section 2. Divisional seniority, according to this Agreement, shall consist of continuous full-time accumulated paid service of the employee within a division of the City. The computation of divisional seniority shall take into consideration changes in division arrangements. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or layoff not to exceed one (1) year.

Section 3. City seniority and/or divisional seniority shall be factors of consideration in reduction in force, re-employment after layoff due to reduction in force, vacation leave, promotion, and shift assignment when not rotated. The extent to which such seniority shall be a factor shall be specified in the Articles of this Agreement pertaining to the activities mentioned in this Section.

Section 4. A City seniority list will be made available upon request. Such lists shall contain the employee's name, department and City seniority date.

Section 5. All seniority rights shall be forfeited by:

a. Resignation;

b. Discharge for cause;

c. Layoff in excess of one (1) year;

d. Failure to report within ten (10) calendar days upon notice by registered mail of recall from layoff;

e. Retirement;

f. Disability separation.

ARTICLE 14

HOURS OF WORK

Section 1. The normal work day shall consist of eight (8) hours and the normal work week shall be forty (40) hours. The normal work week for purposes of overtime begins at 12:01 a.m. on Friday morning and runs through 12:00 midnight the following Thursday night.

Section 2. The normal daily working hours shall begin at 8:00 a.m. and end at 5:00 p.m., with one hour for lunch. However, Department Heads may, at their discretion, establish special hours for their department, for specific units, or for individual employees, as may be necessary to provide adequate service. In the interest of equity and uniformity, however, such special hours shall conform to the following provisions:

a. The standard hours that are established for full-time employees shall be forty (40) hours a week;

b. Lunch periods may be established as between thirty (30) minutes and sixty (60) minutes, but not otherwise, provided that in the case of employees who are required to eat a meal while at work, no lunch hour will be established;

c. Lunch time, if established, shall be deducted from the work day in establishing the total hours worked.

The daily and/or weekly schedules to be worked during the week will not be permanently changed until at least two (2) weeks of advance notice of the change is provided to the Union and the affected employees, during which time the Union may request an opportunity to meet and confer with the City concerning the proposed change.

The City shall have the right, however, when it determines that such is necessary in the interest of efficient and responsive operations, to make temporary changes in the daily and/or weekly work schedules of individual employees or groups of employees, and the requirement for advance notification shall not apply. None the less, and except for emergency situations as determined by the City Manager, or designee, which require immediate changes, the City will notify employees of temporary changes as far in advance as possible and practical. Unless otherwise directed by the City Manager, or designee, mutually agreed by the City and the Union, such temporary changes shall not exceed one (1) month.

Section 3. Employees who are required to work shifts other than during the normal working hours may request to work a specific shift in accordance with the following provisions. Those Divisions/Work Areas with shifts other than the normal working hours are: Traffic Control; Water Treatment Plant; Water Reclamation Plant; Police Dispatch; Police Records; and Line Maintenance.

a. Within one (1) month after the execution of this Agreement, employees may notify their Supervisors, in writing, of their desired work shift during the term of this Agreement;

b. Except where impractical due to skill levels of employees, or where special working conditions exist which would preclude certain employees from working specific shifts, shift assignment will be made on the basis of seniority in the division or work area as defined above;

c. Where shifts have already been regularly rotated among employees previously, the provisions of this Section shall not apply. The parties agree that within sixty (60) days of signing of this agreement, the parties may begin consultation meetings regarding rotating shifts within any new AFSCME work areas. Unless the parties agree on new rotating shifts in one or more of the various work areas, shifts shall be selected by employee seniority. If management or the Union requests rotation in an area that has not existed previously the parties shall use this same procedure within sixty (60) days of said request.

Section 4. This Article is not intended to affect the right of the City to implement a reduction in force when necessary.

Section 5. Shift Differential. Bargaining Unit employees whose regularly assigned eight (8) hour shift begins between the hours of 1 P.M. to 5 A.M. shall receive a shift differential of eighty-five cents ($.85) for each hour worked on the shift. Bargaining Unit employees must work at least four (4) hours on the shift before shift differential applies. Employees shall not be eligible for the shift differential on any day in which the employee is on paid leave for more than four (4) hours of the shift.

Nothing in this section shall interfere with the City's right, in its discretion, to establish different hours of work or work shifts.

ARTICLE 15

PROMOTIONS

Section 1. For the purpose of this Agreement, a vacancy shall be defined as an opening within a position classification for a budgeted position, included in the bargaining unit (Appendix A), for which funds have been appropriated and the Department Head has requested the position to be filled and the City Manager has approved such request.

Section 2. Whenever a vacancy exists, the position will be posted and advertised in the manner described in Article 38 (Position Vacancies), and it will be filled in the manner described in Article 39 (Selection Process).

Section 3. Upon promotion an employee shall be on probation for a period of sixty (60) days. The Department Head may determine to return the employee to his previous position at any time during the probationary period. Within the probationary period, however, the employee may request assignment to his former position only within the first thirty (30) work days of said promotion. Such an employee shall be returned to the position and department from which he was promoted without loss of divisional seniority. An employee who bids on a vacancy, is selected to fill the vacancy, and who declines the selection, or within the probationary period requests reassignment to his former job, will not be eligible to bid on the same position for a period of one (1) year from the effective date of the selection.

Section 4. Promotional consideration for positions and position classifications excluded from the bargaining unit shall not be subject to the provisions of this Agreement.

ARTICLE 16

PERFORMANCE EVALUATION

Section 1. All employees will be evaluated on forms provided by the Human Resources Department prior to their merit anniversary date. The completed evaluation form will be reviewed and approved by the Division Head or Department Head before the evaluation meeting is held between the rating supervisor and the employee. Prior to said meeting the employee will be provided a copy of their evaluation.

Section 2. Six (6) month probationary employees will be evaluated thirty (30) to sixty (60) days before expiration of their probationary status. A transfer from probationary to permanent status will depend on the evaluations of performance during the probationary period. All probationary evaluations will be followed by a conference between the employee and the rating supervisor. Probationary employees may be terminated at any time during the probationary period if performance is not satisfactory.

Section 3. Merit step increases shall only be granted to employees who demonstrate satisfactory or meritorious performance during their evaluation period. In this regard, the sole remedy for a satisfactory performance evaluation which is not completed within the prescribed time limit will be the granting of the approved merit step increase retroactive to the merit anniversary date.

Performance evaluations will be subject to the Grievance Procedure, but they shall not be subject to the Arbitration Procedure.

Section 4. An employee who does not receive at least a satisfactory evaluation report shall be placed on thirty (30) to sixty (60) day performance probation if, in the judgment of the Department Head, the employee's unsatisfactory rating is due to a particular requirement which could be met during the extended performance evaluation period. During this time, the employee will be monitored by this Supervisor. If the requirement is met, then the employee will be eligible to receive the merit step increase to be effective at the end of the performance probation period. If the requirement is not met, however, the employee will not be eligible to receive the merit step increase or be re-evaluated until the following year at the time of the original merit anniversary date.

ARTICLE 17

REST PERIODS

Section 1. Employees normally will be given a fifteen (15) minute rest period during each one-half work shift of each day, and during each four (4) hour overtime period. The City will make every effort to plan work so as to permit such rest periods. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

Section 2. Rest periods shall not be contiguous to the lunch periods, and they may not be granted immediately after the beginning of the work day or immediately prior to the close of the work day.

Section 3. The Department will be responsible for specific instructions for rest periods to all personnel of that department following the general guidelines listed below:

a. Instructions should take into account the mission, the geographical location of the work crew, and the method to be used for taking the break;

b. For those employees whose work day is in an office building complex, a division office, or in a department where refreshments are available, there should be no necessity for allowing travel time to and from a place where refreshments are dispensed;

c. For those employees whose work day is not in an office building to which they report for work, travel time, not to exceed five (5) minutes each way, may be allowed. Where travel time will exceed five (5) minutes, provision should be made to bring refreshments to the work site;

d. Employees should not concentrate at one restaurant for refreshment breaks and should not make one restaurant a permanent location for refreshment breaks;

e. No more than three (3) city vehicles may be parked for refreshment breaks at any one restaurant, unless otherwise authorized by the employee's Division Head or Department Head.

ARTICLE 18

HOLIDAYS

Section 1. The following days shall be observed as holidays, and employees shall be granted time off with pay unless required by work:

a. New Year's Day (January 1);
b. Martin Luther King, Jr. Day (third Monday in January);
c. Memorial Day (last Monday in May);
d. Independence Day (July 4);
e. Labor Day (first Monday in September);
f. Veteran's Day (traditional observance);
g. Thanksgiving Day (fourth Thursday in November);
h. Day following Thanksgiving;
i December 24;
j. December 25;
k. Employee's Birthday;
l. Floating Holiday - Employee choice [see restrictions below, Section 2(g)].

Section 2. The granting of holidays observed by the City shall be subject to the following provisions:

a. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday;

b. Employees who are required to work on any City holiday, because of the nature of the work, shall receive compensation for that day as if it were a regular work day for actual hours worked plus bonus time at one and one-half (1 1/2) times his or her hourly rate for actual hours worked

c. A holiday falling during a period of paid leave, including vacations, shall not be counted as a work day in computing the amount of leave expended. However, when the employee is absent without approved leave on a holiday for which he is scheduled to

work, such time shall be charged to leave without pay, and he shall not be eligible to receive an additional day off with pay at a later date;

d. Holiday pay shall not be paid if the employee fails to work a complete shift on both his regularly scheduled work day immediately prior to and following a designated holiday, unless on a paid leave which has been approved by the employee's Supervisor;

e. An employee terminating his service with the City whose last scheduled work day falls on a holiday shall have the effective date of this separation on the work day immediately preceding the holiday;

f. An employee's birthday holiday must be taken within one year from the date of accrual but not prior to six (6) months of employment. Employees will be required to notify their supervisor of their intent to use; the birthday holiday and supervisors will give approval based on the same provisions as found in Article 19, Section 4g "Approval of Vacation".

g. Employees are eligible to utilize their floating holiday after being employed continuously for six (6) months. Use of this holiday will not be allowed following the end of the fiscal year in which it accrues. Employees will be required to notify their Supervisor of their intent to use the floating holiday and supervisors will give approval based on the same provisions as found in Article 19, Section 4g "Approval of Vacation".

h. Neither an employee's birthday nor the floating holiday will be considered a City Holiday, but rather shall be considered personal holidays. As such, neither of these two holidays shall be subject to provisions contained in Section 2b.

ARTICLE 19

VACATION LEAVE

Section 1. Annual vacation leave shall be accrued to each full-time employee covered by this Agreement as follows:

LENGTH OF CITY SERVICE	PERSONNEL ASSIGNED TO 40 HOUR WORK WEEK
0 - 5 years	8 hours per month
6 - 10 years	10 hours per month
11 - 15 years	12 hours per month
16 yrs. & over	14 hours per month

Section 2. A full-time employee may accumulate vacation leave not to exceed the following schedule:

LENGTH OF CITY SERVICE	PERSONNEL ASSIGNED TO 40 HOUR WORK WEEK
1 - 5 years	256 hours
6 - 10 years	320 hours
11 - 15 years	400 hours
16 yrs. & over	480 hours

Section 3. All permanent part-time employees who work more than 20 hours per week but less than 40 hours per week shall accumulate annual vacation leave as follows:

LENGTH OF CITY SERVICE	HOURS PER MONTH
0 - 5 years	4 hours per month
6 - 10 years	5 hours per month
11 - 15 years	6 hours per month
16 yrs. & over	7 hours per month

Accumulation of vacation leave shall not exceed the following:

LENGTH OF CITY SERVICE	ACCUMULATED HOURS
1 - 5 years	64 hours
6 - 10 years	76 hours
11 - 15 years	88 hours
16 yrs. & over	100 hours

Section 4. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

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

b. Accumulated sick leave shall not be converted to vacation leave;

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

d. Vacation leave shall be expended in not less than fifteen minutes;

e. Upon separation, an employee shall be paid for the unused portion of his accrued vacation leave, providing he has completed six (6) consecutive months of employment with the City;

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

g. Approval of Vacations:

1. Approval of vacations shall be the responsibility of the Department Head and/or Supervisor;

2. Approval of vacations shall be the exclusive right of the City. Such approval shall be based primarily upon the convenience of the operation of the City, as determined by the City.

3. In order to accommodate approval of vacations the City may hire temporaries to fill in for employees taking time off to ensure no decrease in productivity;

4. The City shall encourage employees to utilize vacation time;

5. The Department Head/Supervisor, when approving vacation leave should consider the following:

   (a) Who and when.

   (b) Consider seniority by division when granting time off.

   (c) Limit number of people off at any given time, by division.

   (d) Encourage people to take off (i.e. summer for Parks and winter for Streets) even if it is during an inconvenient season for the Department/Division.

   (e) Work with employees to accomplish a time off schedule which maintains productivity.

   (f) Providing employees with needed rest and relaxation from their jobs, thus enhancing productivity.

Section 5. Full-time employees must use at least forty (40) hours of vacation time by the end of (June 30th) of their first, entire, fiscal year of employment and every year thereafter. Part-time employees must use at least twenty (20) hours by the end of their first, entire, fiscal year of employment and every year thereafter. If less than forty (40) hours (or twenty (20) hours for part-time employees) of vacation is used during any entire fiscal year, the employee will have deducted from that year's vacation accrual a number of hours equal to the difference between forty (40) hours (or twenty (20) hours) and the vacation hours used during that fiscal year.

Section 6. Any employee who terminates employment with the City and is subsequently re-employed, shall, for the purposes of this Agreement, be considered a new employee and previous service shall not be considered when computing leave benefits.

ARTICLE 20

SICK LEAVE

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

a. Sick leave shall be accrued at the rate of one day (8 hours) for each month of employment for full-time employees;

b. Part-time employees shall accrue sick leave at the rate of one-half day (4 hours) per month;

Section 2. The use of sick leave is limited to cases of illness or injury of the employee or a member of his immediate family. . Sick leave may be taken in increments of one-quarter (1/4) hour. Immediate family shall be construed as being those persons who are related to the employee or the employee's spouse as follows:

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

Section 3. In the event of the death of an employee, unused sick leave shall be paid to the beneficiary designated by the employee in the City life insurance policy and in accordance with personnel records. The provisions of this Section are subject to the conversion rates and maximum consideration listed in Section 10 of this Article.

Section 4. An employee who, due to illness or injury, not job related, is absent from work shall make provision to notify the appropriate Supervisor of his absence at least thirty (30) minutes before the shift is to start. An employee suspected of abusing or misusing sick leave who is absent for one (1) day may be required to submit a physician's statement regarding his illness. Employees who are absent for three (3) or more work days shall normally be required to submit a physician's statement. This statement must indicate that he has recovered sufficiently to return to work. Sick leave forms are provided in each department and shall be filled out by the employee upon returning to work.

Section 5. If requested by an employee, the Department Head may grant temporary disability leave for a maximum of twelve (12) calendar weeks. Temporary disability leave may be granted for an illness or injury which is not job related after the employee has used all accumulated sick leave and vacation leave. Temporary disability leave shall be leave without pay. The City shall consider pregnancy, or maternity, as a temporary disability at the employee's request. The employee taking temporary disability leave shall be required to present periodic medical statements from the physicians on the employee's capacity to engage in his or her regular job duties, in accordance with EEOC guidelines. An employee on temporary disability leave shall not accumulate vacation or sick leave days, nor City or divisional seniority. However, an employee on temporary disability leave shall remain in the City's group hospitalization and life insurance plan with the City paying the normal premium cost as outlined in this Agreement, provided the employee pays his or her normal cost, if any.

Other bargaining unit members may be allowed to voluntarily donate accrued vacation leave, or accrued compensatory time to another employee on temporary disability leave who has no accrued sick leave hours, but who is otherwise eligible to take paid sick leave hours, provided no members of the bargaining unit shall be allowed to so donate accrued leave in increments of less than four (4) hours nor more than forty (40) hours in one calendar year. Bargaining unit members desiring to so donate accrued leave time shall make such a request in writing. The willingness of bargaining unit members to so donate accrued leave shall in no way restrict the City in its managerial discretion to deny or accept a request for temporary disability leave.

Section 6. At the end of a maximum period of twelve (12) weeks of short term disability leave the employee may be transferred to long term disability leave at which time the employee must be removed from the City's group health, dental, and life insurance plans. However, the employee may

remain in said group plans if the employee will pay to the City the full cost of the necessary premiums. Long term disability leave shall not be granted for a period of more than twelve (12) calendar weeks.

Section 7. Abuse of sick leave privileges may be cause for disciplinary action, up to and including immediate dismissal. Any employee, who receives payment for work performed for any employer other than the City of Norman while on approved sick leave, may be subject to immediate dismissal. False or fraudulent use of sick leave (other than hours approved as FMLA leave), may be cause for disciplinary action, up to and including dismissal.

Section 8. Payment Upon Separation From Service - At the time of an employee's permanent separation from employment with the City, the employee's eligibility for payment of a portion of his or her accumulated sick leave hours shall be determined as follows:

a. Eligible Employees - With the exception of those employees described in paragraph b. below, all other employees who resign, retire, or are otherwise permanently separated from the service of the City shall be eligible to receive payment for a portion of their total accumulated sick leave hours upon their separation from employment with the City, provided and to the extent that they have the required number of years of continuous service with the City. In the event of an eligible employee's death, this payment shall go to the employee's designated beneficiaries.

Subject to the maximum limits set forth below, the percentage of accumulated sick leave hours for which these eligible employees shall be paid at the time of their separation from employment is as follows:

YEARS OF CONTINUOUS SERVICE	PERCENT OF ACCUMULATED SICK LEAVE HRS WHICH PAYMENT WILL BE MADE
4 Yrs. (after start of 5th Yr.)	10%
8 Yrs. (after start of 9th Yr.)	20%
12 Yrs. (after start of 13th Yr.)	30%
16 Yrs. (after start of 17th Yr.)	40%
20 Yrs. (after start of 21st Yr.)	50%
24 Yrs. (after start of 25th Yr.)	75%

The maximum number of accumulated sick leave hours to which the above percentages may be applied is as follows:

1. For full-time employees assigned to forty (40) hour work week: 960 hours

2. For part-time employees: 480 hours

For the purpose of this Section, years of continuous service shall mean an employee's "City seniority", as that term is set forth and defined in Article 13 (Seniority).

The amount of this payment for these accumulated sick leave hours (based upon the percentage which they are eligible) shall be calculated based upon an employee's regular straight-time hourly rate of pay in effect for the employee's regular position on the last day of the employee's employment.

b. Ineligible Employees - The following employees shall be ineligible to receive payment for a portion of their sick leave hours, regardless of their number of years of continuous service with the City, and therefore these employees shall forfeit all of their accumulated sick leave hours:

1. Employees who are discharged;

2. Employees who are dismissed because of their absence without leave for three (3) or more consecutive work days.

Section 9. Sick Leave Accumulation Objective - The City and the Union, as parties to this Agreement, and in recognition of the welfare of the employees covered by this Agreement, understand, acknowledge and agree that the employees in Local No. 2875 should make every possible and reasonable effort, both individually and collectively, to accumulate half or more of their accrued certified sick leave hours as insurance for future sick leave occurrences, especially those of a prolonged nature which may be required because of a lengthy convalescent period taken in conjunction with a major surgical operation, injury, illness or disability. It is understood that failure to achieve this sick leave objective shall not be a basis for denial of a merit increase or a negative performance evaluation or discipline. However, the City may consider abuse of sick leave as a factor in those circumstances independent of whether the sick leave accumulation objective has been achieved.

Section 10. Maternity Leave. Pregnant employees may be granted a leave of absence subject to the following provisions:

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

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

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

d. Beginning at the fourth (4th) month of pregnancy, the employee shall be required to present a physician's statement to her immediate supervisor regarding her ability to continue her normal work. Such statements shall be submitted monthly thereafter, and filed in the employee's department file. At any time the Department Head determines that medical evidence indicates that continued employment may be harmful to the health and safety of the employee, the unborn child, or the employee's fellow workers, the employee, at the employee's discretion, shall be:

1. Placed on leave status using accumulated vacation or sick leave under the provisions of Article 19 and/or this Article; or
2. Placed on maternity leave if all accumulated vacation leave, and sick leave has been expended; or
3. Placed on temporary disability leave under the provisions of Section 5; or
4. Allowed to resign from City employment.

e. Maternity leave may be granted for a period not to exceed six (6) months, subject to receipt of proper medical documentation upon request by the Department Head that the employee is unable to perform her normal job duties.

f. An employee on maternity leave shall notify the Department Head two (2) weeks in advance of her intention to return to work. The employee shall provide a physician's statement that she is able to resume her normal duties. An employee returning from maternity leave will be restored to her former position, if still qualified to perform those duties, at the same step and pay grade held by the employee at the time maternity leave was initially granted. If unable to perform the former duties, the employee may apply for any vacant position with the City that is being advertised and authorized to be filled. The employee will be allowed the same hiring preference for the vacant position as other City of Norman employees.

g. Employees are encouraged to use sick leave or vacation for maternity or paternity purposes as authorized under those Contract Articles. However, if the employee chooses not to use paid leave, then maternity leave and paternity leave will be without pay. If the leave is without pay, then annual and sick leave will not accrue during maternity or paternity leave.

ARTICLE 21

FUNERAL LEAVE

Section 1. Employees may be granted a leave of absence subject to the following provisions:

a. In the event of a death in the immediate family of an employee, the employee may be granted up to five (5) work days off with pay at the time of the death or funeral. Immediate family shall be construed as being those persons who are related to the employee or the employee's spouse as follows: Spouse, children, parents, brothers, sisters, former guardians, grandchildren or grandparents.

The purpose of funeral leave is to allow an employee to be absent for a sufficient amount of time to attend and, if required, to make arrangements for the funeral and to handle such other personal matters as may be necessary. Nothing contained in this Section shall be construed or interpreted as automatically granting the maximum funeral leave authorized above, especially if the employee can attend and/or make appropriate arrangements for the funeral in a lesser amount of time. The time needed by an employee for funeral leave shall be determined taking into consideration such factors as the employee's involvement in arranging for the funeral, the date of the funeral in relation to the employee's regularly scheduled days off, the travel mode, distance to the funeral and handling such other personal matters as may be necessary. Requests for funeral leave shall be reviewed and must be approved by the employee's Supervisor. Such requests shall not be arbitrarily reduced or denied.

b. The funeral leave provisions herein provided for do not contemplate nor grant any additional use of other leave provisions.

c. In the case of unusual circumstances, a short term leave of absence with pay may be granted in addition to the five (5) funeral leave days outlined above. Approval must be granted in writing prior to taking such a leave, by the employee's immediate Supervisor, Department Head, Human Resources Director and City Manager.

ARTICLE 22

COURT AND JURY LEAVE

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

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

b. An employee compensated for jury duty or other court service which falls within his/her normally scheduled shift, cannot receive both court services compensation and their regular pay from the City. If such court service falls within his/her normally scheduled shift, the employee must remit the court service payment or jury fee to the Revenue Division, or at their option, not be entitled to their regular pay for those hours absent from regular duty. The employee is not required to remit that portion of the compensation from the court that was properly documented for expenses.

Section 2. Notwithstanding Section 1 above, an employee subpoenaed to testify in a case involving the federal, state or municipal courts, in which the employee is either a plaintiff or defendant in the case, shall not be compensated as provided in Section 1, although he or she may use vacation leave or compensatory leave, or be granted leave without pay for the length of such service. However, if the employee is subpoenaed to testify in his or her official capacity as a City employee regarding actions done in his or her official capacity and within the scope of his or her employment, then the employee shall be compensated as provided in Section 1.

ARTICLE 23

MILITARY LEAVE

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

a. With the exception as stated in "b" below, any employee who enters the Armed Services directly from City employment shall be placed on leave without pay status designated as military leave. The employee shall present a copy of his orders to report for duty to his Department Head and these orders shall be forwarded to the Human Resources Department;

b. An employee who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty is entitled to a leave of absence without loss of pay during the greater of the first thirty (30) calendar days of such leave or twenty (20) calendar days of each Federal fiscal year in which the employee serves on active duty, unless his being ordered to active duty is because of: (1) His or her own request; or (2) Failure to fulfill his or her contractual obligation to the Armed Services;

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

d. An employee not a member of the Reserve component of any branch of the Armed Services or the National Guard, entering the military service shall be paid for all accrued vacation time for which he is eligible at the time he enters the service;

e. An employee on military leave shall request reinstatement in his former position or in any other vacant position in the same class within thirty-one (31) calendar days after his separation from the Armed Services if mobilized for ninety (90) calendar days or less, or within ninety (90) calendar days after his separation from the Armed Forces if mobilized for more than ninety (90) calendar days. Any employee who remains on military leave for a period of more than four (4) years shall be considered resigned;

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

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

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

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

a. All employees who are members of a reserve component of the Armed Forces or the National Guard shall, when ordered by proper authority to active service for the purpose of attending an annual military training encampment or for attending weekend drills, be entitled to leave of absence for the period of such active service without loss of pay during the first twenty (20) regularly scheduled work days of such leave of absence during the federal fiscal year. If attendance for such military training is required beyond the first twenty (20) regularly scheduled work days, then employees may be allowed to use vacation leave, compensatory time, or be carried on leave without pay for those days in which the employee would have been regularly scheduled to work, but for the military training. An employee shall not be required to use vacation leave or compensatory time for time spent in military training occurring on days that employee would not normally be scheduled to work;

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

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

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

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

Section 1. The City Manager may grant an employee a leave of absence without pay for a specified time subject to the following provisions:

a. Whenever possible, the employee shall request leave of absence without pay in writing to the Department Head at least five (5) business days prior to the requested starting date of such leave. The request shall specify the reason for the leave, the date of leaving, and the date of return to the job;

b. All requests for leave of absence without pay must be approved prior to the start of the leave period;

c. Leave of absence without pay may be granted to employees for Union business, emergencies, and for other causes which are not repetitious in nature;

d. At the expiration of leave of absence without pay, the employee shall be reinstated in the position he vacated. If the position has been eliminated, he shall be reinstated in any other vacant position in the same class for which he is qualified;

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

f. A leave of absence without pay for more than thirty (30) calendar days shall not constitute a break in service; however, time spent while on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Neither shall a leave of absence without pay for more than thirty (30) calendar days count toward service for accruing vacation, sick leave, or seniority. An employee on leave of absence without pay for a period of more than thirty (30) calendar days shall be dropped from the City's group hospitalization and life insurance plans;

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

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

ARTICLE 25

ON THE JOB INJURY (OJI)

Section 1. General Policy - It is the policy of the City to provide compensated leave in the form of Temporary Total Disability (TTD) benefits as defined under the Oklahoma Workers' Compensation Statutes for employees in the bargaining unit who incur injuries which can logically and medically be proven to the result of accidental injury arising out of and in the course of employment with the City. An employee who due to such injury is unable to perform his assigned job duties will be placed on On-Job-Injury (OJI) status within the terms and conditions as described in this Article.

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

Section 3 - Reporting of Injuries - When an employee has been injured in the course of employment with the City, he shall immediately report the injury, regardless of the extent, to the immediate Supervisor. Should the employee be unable to do so, the employee's Supervisor shall make the report.

Section 4. OJI Status -

a. During the first three (3) days of absence due to a job related injury, in accordance with Workers' Compensation Statutes, an employee is not eligible to receive TTD. The initial 3-day period will be charged first to the employee's sick leave balance. If the employee does not have sick leave available, then the employee may use his vacation leave, compensatory leave, or other leave such as leave without pay.

b. OJI Status:

1. An injured employee who continues to be unable to perform his regularly assigned duties for more than three (3) days shall be placed on OJI status. An employee on OJI status shall either be placed on "inactive duty" or considered for light duty as provided in Section 5 of this Article, as determined by the City.

2. Generally, OJI status shall extend for such time as the injured employee is receiving approved medical treatment for the job related injury and is unable to return to the regularly assigned duties of the employee's position, whether on inactive duty or assigned to light duty, and in no event shall an injured employee's OJI status exceed fifty-two (52) week.

3. City Management will be able to immediately hire temporary employees to cover the workload of any employee who is placed on OJI Status. Temporary employees will retain their temporary status in accordance with Article 1. Temporary employees may be assigned to another work unit to cover the work load of another injured employee. At no time will a temporary employee obtain permanent employee status while assigned to fill in for an injured employee.

(c) While on inactive duty:

1. injured employees shall begin drawing TTD;

2. the City will pay its portion of the employee's health, dental, and life insurance premiums as well as the City's portion of family coverage, if applicable, for a total of six (6) months. This benefit shall only be provided once per each injured body part as defined by the Workers' Compensation Statutes. The employee will be responsible for paying his portion of applicable insurance premiums;

3. the employee will no longer accrue sick leave, vacation leave, or seniority, however, the employee will retain accumulated sick, vacation, and compensatory leave balances. In the month where an employee receives an OJI, he shall be allowed to accrue a proportionate amount of his normal monthly vacation and sick leave accrual that is the same ratio that the total of the number of calendar days in that month that elapsed prior to the injury date plus the calendar days in that month that elapses after return to work, if any, bears to the number of calendar days in the month the employee was injured. Under emergency circumstances, the employee may be compensated for accumulated compensatory leave as approved by the Department Head, or vacation leave as provided by Article 19. Other than emergency circumstances, accumulated leave balances will only be paid upon resignation from City employment;

4. no contributions by either the City or the employee to the employee's retirement account shall be made during inactive duty;

5. the period of time of inactive duty shall extend the time in which an employee will be eligible to be considered for a merit increase.

d. An employee who reaches maximum benefit of medical treatment (released from treating physician) or reaches the end of the fifty-two (52) week maximum OJI status period, whichever occurs first, will be evaluated for capability to return to the regularly assigned job duties of the employee's position, and will:

1. return to work, if determined to be able to perform his regularly assigned job duties;

2. be placed on layoff if: the employee is unable to return to the regularly assigned job duties of the position, the 52 week period has expired, and the employee has not yet reached maximum benefit of medical treatment; or if the employee is unable to return to the regularly assigned job duties of the position, the employee has reached maximum benefit of medical treatment, and has not been off on OJI for 52 weeks then the "layoff" will extend only for the remaining balance of the 52 week period;

(a) employees injured shall continue drawing TTD, if eligible under the Workers' Compensation statutes;

(b) the Employee will be responsible for paying health, dental, and life insurance premiums directly to Human Resources for continuation of coverage during layoff;

(c) the employee will not accrue sick leave, vacation leave, or seniority, however, the employee will retain accumulated sick, vacation, and compensatory leave balances. Under emergency circumstances, the employee may be compensated for accumulated compensatory leave as approved by the Department Head, or vacation leave as provided by Article 19. Other than emergency circumstances, accumulated leave balances will only be paid upon resignation from City employment;

(d) no contributions by either the City or the employee to the employee's retirement account shall be made during layoff.

(e) the City may fill the position held by the employee on a permanent basis. If the laid off employee later reaches maximum benefit of medical treatment and is determined to be able to perform the regularly assigned job duties of his position held prior to layoff, then that employee may be recalled into that position. Employees displaced due to recall of an injured employee from layoff will be afforded the rights outlined in Article 27, but in no event will the displaced employee be able to grieve his displacement.

3. receive a "dismissal" from City Employment as defined under the contract, at the discretion of the City, if the employee is unable to return to the regularly assigned job duties of the position, has reached maximum benefit of medical treatment and the fifty-two 52 week OJI Status period has expired.

Section 5 - Employees on OJI status shall be returned to their regularly assigned job duties at the earliest practical date. The right to assign employees on OJI status to work light duty tasks is recognized and employees on OJI status may be assigned to light duty or limited duty by the City as determined by the City Manager, or his designee, when the employee's physical condition permits and the City determines such assignment is available. If light duty is not available within the returning employee's Division, the employee will contact the City Manager or his designee for available light duty assignments citywide. Duty assignments of this type may be made without reference to the employee's job classification or departmental assignment. Employees on light duty will receive their regular compensation and benefits. Following completion of the light duty assignment, when no light duty assignment is available, or when an employee's medical condition prevents such assignment, an employee on OJI status will be placed on inactive duty. It is understood that light duty assignments shall not extend the initial 52 week OJI status period.

Section 6. Employees who are injured on the job due to their own gross negligence or misconduct or violation of safety rules or who fail to comply with established requirements of the City in the reporting and processing of injury reports, or who fail to cooperate with the City and its authorized representatives, shall be subject to disciplinary action, up to and including discharge from City employment.

Section 7. Injured employees shall be required to submit medical documentation of their condition and proof of continuing inability to perform regularly assigned job duties from time to time, as required by the employee's supervisor, City Manager or his designee.

Section 8. Benefits under this provision shall be concurrent with and not in addition to any similar benefits established under state law. Injured employees must receive prior approval for medical consultation and/or treatment for on the job injuries.

Section 9. Medical costs incurred by the City from approved emergency medical facilities shall be considered to be approved by the City Physician for the purposes of complying with Section 8 of this Article. Furthermore, the employee may request approval for treatment by a physician other than the designated City Physician.

Section 10. Requests for additional OJI status because of recurrence, aggravation or sequels of an injury previously approved for OJI status shall be charged to the balance, if any, of the maximum allowance of OJI status for such original injury. Approval for OJI status for recurrence and aggravation shall stand the same tests of proof as may be required for granting the original OJI status.

Section 11. Any employee, who shall receive payment for work performed for any employer other than the City while on approved OJI status, shall be subject to immediate dismissal. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved injury leave.

Section 12. Employees on original probation shall not be eligible for OJI status for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Worker's Compensation Act.

ARTICLE 26

OUTSIDE EMPLOYMENT

Section 1. No employee shall have outside employment that is in conflict with his or her City employment.

ARTICLE 27

REDUCTION IN FORCE

Section 1. When a position is abolished, the incumbent shall be transferred within the AFSCME Bargaining Unit to a position in the same position classification or to the next lower position classification, if any, for which he is qualified, trained, and has City seniority.

Section 2. Whenever the number of employees in any division is reduced, the persons with the least divisional seniority will be removed. Management may retain such an affected employee when it determines that the employee with the least divisional seniority possesses the skills and training necessary to accomplish the work of the division, which are not possessed by an employee(s) with more divisional seniority. Any employee so affected may appeal through the Grievance Procedure. The employee(s) removed may displace any employee(s) elsewhere in the AFSCME bargaining unit if he is qualified and has City seniority for the position greater than the employee he is displacing.

Section 3. All employees transferred to a position as set out in Section 1 or 2 above, shall be placed on thirty (30) day performance probation during which time the employee must demonstrate the ability to competently and adequately perform the job duties and responsibility of the position. If, in the discretion of the Department Head, the employee is not competently and adequately performing the job duties and responsibilities of the position, the employee will then be placed on layoff status in accordance with Section 4 below.

Section 4. Employees placed on layoff under this Article may apply for and compete with other applicants for any vacancy then existing with the City. All employees removed shall have priority recall rights in the same classification from which he was laid off for a period of one (1) year. Upon notification by registered mail from the City that a position is available, the employee shall have ten (10) working days to respond to the recall notice. It is the employee's responsibility to keep the Human Resources Department advised of his or her current mailing address. If the employee fails to respond in that period, he or she shall forfeit all seniority recall rights.

Section 5. Employees on layoff status shall be paid for vacation leave and sick leave that has accumulated at the date of layoff in accordance with Article 19 and Article 20 of this Agreement, but preserve all seniority credits while on layoff. Employees on layoff status shall not acquire any additional vacation leave, sick leave, seniority or other credits for the period of time on layoff status.

ARTICLE 28

OVERTIME AND CALLBACK

Section 1. Except for employees specified herein, all time worked in excess of an employee's eight (8) hour shift or other shift, or in excess of forty (40) hours a week (for those employees so affected) shall be compensated at the rate of time and one-half (1 1/2) the employee's regular hourly rate.

a. In order to maximize productivity on particular jobs, employees assigned to work in the construction, reconstruction or maintenance of highways, roads, streets, and all structures and drainage in connection therewith, sewer line systems, water line systems, drainage ditches, drainage, surfacing, seeding and planting shall be compensated at the rate of time and one-half the employees regular hourly rate for all time worked in excess of forty (40) hours a week. Should such employees be required to work in excess of eight (8) hours, where additional work hours are needed to complete a specific job being worked on a given work day, then the City, in its discretion, may require those employees so affected to report to work late or leave work early on any other day in the regularly scheduled work week up to the total excess time beyond eight (8) hours worked on that given work day.

b. Employees designated as "Relief Personnel" in areas encompassing 24-hour operations may be assigned to work more than five (5) consecutive work days without incurring overtime unless the sixth day falls into the defined seven (7) day work week as provided under the Fair Labor Standards Act resulting in overtime (over 40 hours in the work week) and further such employees may have their days off within the work week changed to reduce overtime exposure;

c. Overtime shall not be compounded or paid on overtime. Time spent on vacation, sick leave, or any other paid leave shall count as hours worked for computing overtime pay for forty (40) hour a week personnel.

d. Employees participating in a flex schedule agreed upon after consultation shall be paid overtime in accordance with the terms of the consultation.

e. Employees assigned to work on commercial, automated and yard waste sanitation routes shall only be compensated for overtime when the hours worked exceed forty (40) hours in a designated work week.

Section 2. In all calculations of regular overtime, whether paid or compensatory time, time worked prior to or immediately following an employee's regular shift, shall be computed in no less than one-quarter hour (15 minutes) and the excess of any overtime worked which cannot be divided by fifteen (15) minutes shall be dropped.

Section 3. Upon request by an employee's Supervisor or other representatives of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.

Section 4. To further the goal of providing exceptional customer service to the citizens of Norman, the City requires employees to be subject to call back during normal off-duty hours. To enhance response time and availability the City may, from time to time, require some employees to carry a pager, cell phone, or other notification device. For the time period that an employee is required by the City to carry such a notification device during normal off-duty hours, that employee shall be compensated at the rate of eighty ($.80) cents per hour. Those employees required to carry such a notification device: must respond to the notification call within thirty (30) minutes of receiving the notification call; shall not, during the assigned period they are subject to being called, use alcohol or other drugs prohibited by the State or Federal Departments of Transportation (DOT) during the operation of commercial vehicles; and must respond to the request for service within a reasonable time considering the distance to the work area, tools needed, and the type of service requested. The City may discipline employees, in accordance with Article 12 of this Agreement, for failure to abide by these standards. The City retains the right to determine which employees will be required to carry such a call back notification device. This compensation will be in addition to the compensation for a call back as noted in Section 5 below.

Section 5. An employee who is called back to duty during normal off-duty hours, which is not contiguous to his regular work shift, shall be compensated for a minimum callback of two (2) hours. Should more than two (2) hours be required, he or she shall be compensated for the hours actually worked with travel time returning to work being counted as hours worked, but travel time returning from work not being counted as hours worked. If additional calls are received within two (2) hours of the first call and the employee has not yet returned home from the first call, then the employee will be compensated for hours actually worked. If the employee receives a call that takes less than two (2) hours and the employee has returned home from that call before receiving additional calls, the employee will be paid for each callout that requires the employee to leave home. The method of compensation shall be in accordance with Section 6(b) of this Article.

Section 6. Regular overtime shall be compensated in accordance with the following provisions:

a. The decision of whether overtime is required to complete tasks shall be at the discretion of the Department Head or his or her designee, subject to review by the City Manager. Except in emergencies, authorization for an individual to earn overtime pay or compensatory time off shall require explicit approval by the supervisor.

b. Employees who are required to work overtime, shall be compensated by either compensatory time off or overtime pay. Employees shall receive overtime pay unless the Supervisor is notified that compensatory time will be taken, by the end of the work shift. Maximum accumulation of compensatory time which an employee may have at any one time shall be eighty (80) hours for full-time employees and forty (40) hours for permanent part-time employees.

c. Salary shall not be paid in lieu of comp time except as provided in Article 25.

Section 7. Any request for accrued compensatory time off shall be subject to the condition that granting the same will not adversely affect the operation of the department. The employee's supervisor shall authorize all such compensatory time before it is taken.

Section 8. Upon separation, an employee shall be paid for the unused portion of his or her accrued compensatory time.

ARTICLE 29

PAY ADMINISTRATION

Section 1. Pay rate upon promotion shall be governed by the following provisions:

a. Upon promotion to a higher position classification, an employee will be placed in the higher range at the lowest rate of pay that results in at least a 2.5% increase of the employee's former rate of pay. The employee's merit date will reflect the date of promotion.

b. Employees whose positions are reclassified to a higher range shall receive the minimum rate of pay in the higher range or the rate of pay immediately above the employee's current/former rate of pay whichever is greater. The employee's merit date will remain the same.

c. Employees whose positions are reclassified to a lower range shall receive the minimum rate of pay in the lower range or the rate within the range which is nearest to the former rate, whichever is greater. The employee's merit date will remain the same.

Section 2. Pay rate upon demotion shall be governed by the following provisions:

a. Upon demotion due to reduction in force, employee request, or other cause which is through no fault of the employee, he or she may be paid at the corresponding step (number step to same number step) in the lower pay range or a higher step in the lower pay range. This determination will be made by the City Manager based upon the qualifications of the employee. The employee's merit date will remain the same.

b. When an employee is demoted to his or her former position classification during the probationary period following a promotion, his or her pay shall be restored to the step in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his or her probationary period, he or she shall be eligible for any increase he or she normally would have received had he or she not been promoted.

c. When an employee is demoted for disciplinary reasons, he/she shall be placed in the lower pay range at the corresponding step (number step to same number step) or the next lowest step to his/her current step as determined by the City Manager.

Section 3. When a transfer is made from the position to another with the same pay range, the base pay of the transferred employee may remain unchanged.

Section 4. Progression through the merit steps within a pay grade shall be governed by the following provisions:

a. When a new employee has been continuously employed without a break in service for one (1) or more working days for a period of six (6) months, he or she becomes eligible for and shall be granted a one (1) step merit increase unless terminated. However, if the employee was hired at a step other than Step 1, he or she shall not be eligible for a one (1) step merit increase for one (1) year from date of hiring. At the end of each one (1) year eligibility period thereafter he or she becomes eligible for and may be granted a satisfactory performance increase until he or she reaches the maximum of the position classification;

b. Employees who are promoted to a higher position classification where the appropriate pay rate is Step 1 of the new position classification, shall be eligible for a satisfactory performance increase after completing six (6) months of continuous service in the higher position classification;

c. When an employee becomes eligible for a satisfactory performance increase, any increase he or she shall receive shall be based upon his or her performance evaluation as outlined in the Article of this Agreement concerning performance evaluation.

Section 5. When an employee is directed by their supervisor to perform duties in a higher classification on a temporary basis, the employee's pay rate shall be increased to a rate in that higher range which results in a minimum of a 4% increase. Those employees, who are judged qualified in the opinion of the Department Head, will be allowed to work out of class and will be rotated beginning with the employee having the most seniority, except when work load demands otherwise. Normally, the employee who holds a position classification in the same job series that is immediately below the position classification for which out of classification work is being requested shall be judged qualified to perform the out of classification work. Provided, that other positions may be considered qualified to perform the out of classification work of the vacancy based on written criteria approved by the Department Head. Employees in the rotation may opt to skip their turn for assignment, provided that if all employees desire to skip their turn for assignment, then management may require an employee of its choosing to take the assignment. The higher rate will be paid for the entire time spent filling the vacancy or working out of class, provided the employee spends four (4) hours or more in one (1) day performing the duties of the higher position classification. Employees who are undergoing training and under observation by a person of a higher position classification will not be eligible for out of class pay. Police Communications Officers who are assigned to provide training on a temporary basis shall not be eligible for the additional compensation provided in this section during the period of temporary training.

ARTICLE 30

WAGES

Section 1. All employees covered by the terms of this Agreement shall be paid on an hourly basis in accordance with the hourly rates of pay set forth in Appendix A.

Section 2. After April 01, 2015, all employees shall receive their pay via direct deposit. Employees shall provide to Payroll the required documentation by March 01, 2015 to authorize direct deposit of the employee's compensation into a financial institution of the employee's choice. The City will still provide a detailed "check stub" indicating the net amount of the employee's pay, withholdings, accruals, and deductions.

Section 3. For employees who choose not to authorize direct deposit, they will be issued a debit card. On pay days, the card will be "loaded" with the amount of the employee's net pay. This card can be used to obtain cash or make purchases.

Section 4. Employees will be paid every other Friday, except when a payday falls on a holiday, employees will be paid on the last normal work day prior to the holiday.

ARTICLE 31

MISCELLANEOUS

Section 1. The Union and the City consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner. Employees employed in position classifications whose work affects public services are expected and required to report for emergency duty when called.

Section 2. The parties recognize the right of every employee in the bargaining unit to join, or not to join, the Union. The City agrees that there shall be no discrimination, interference, restraint, or coercion by the City, or any City representative, against any employee because of Union membership, or because of any lawful employee activity in an official capacity on behalf of the Union. The Union agrees that its members will not harass, or attempt to coerce employees to join the Union. Any employee who violates this commitment will be subject to disciplinary action. The Union recognizes its responsibility as a bargaining agent, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion, and without regard to membership or non-membership in the Union.

Section 3. Employees in the bargaining unit who are required to use their own automobiles on City business will be reimbursed at the rate as established from year to year by the Internal Revenue Service as the standard deductible mileage rate.

Section 4. Employees attending approved classes pertaining to their work will be granted administrative leave with pay for the time required to attend classes. In addition, the City agrees to pay for licenses that are required as a condition of employment, excluding driver's licenses. Provided however, that after July 1, 2003, the City will reimburse an employee for the licensing fee paid in connection with a renewal of a commercial driver's license that is required for the employees current City position. Employees will also be reimbursed for expenses incurred for required out-of-town meetings pertaining to their work. All administrative leave with pay, payment of fees or licenses, and reimbursements for expenses must receive approval of the employee's Department Head and the City Manager prior to the employee encumbering the liability.

Section 5.

a. Uniform cleaning allowance, in a form of a separate check, shall be paid to each employee in the following position classifications, in the amount of one hundred thirty-five dollars ($135) per quarter provided those employees are required by the Police Chief to wear uniforms while on duty: Communications Officer; Parking Service Officer; Animal Control Personnel; PBX Operator; and Police Records Clerk. Said amounts are for a period of three (3) months. Employees shall work the entire three (3) month period to be eligible for the uniform cleaning allowance. The uniform cleaning allowance shall not be paid if the employees are not required to wear uniforms.

b. The positions noted above in Section 5.1 will have available four-hundred and twenty five dollars ($425) per fiscal year to purchase uniforms and accessories as required. Employees with over five (5) years of service shall be required to purchase two full sets of uniforms, with any remaining funds to be issued to the employee in the form of a check.

Section 6. General Guidelines on Uniforms:

a. If the City buys or provides an allowance for uniforms, employees must wear the uniforms;

b. The style, material and fit of uniforms will be determined by the City.

c. The purpose of providing uniforms is to produce Department identity to the public, and a consistent public image in a cost efficient manner;

d. The needs of each Department may be different, and will be determined by each Department Manager using any one of the criteria as follows:

Need for employee identity to the public;
Working environment of the employee;
Employee safety.

e. Employees are accountable for the use, care and maintenance of their uniforms;

f. Appropriate disciplinary action may be taken if an employee alters or fails to wear the uniform once the uniforms are issued.

Section 7. A City employee may actively engage in political activities provided that the political activity in which the employee participates is exercised only during off-duty hours and while not in uniform.

Section 8. City employees related by marriage or in the immediate family (including spouse, children, father, mother, brothers, sisters, grandparents, grandchildren), shall not be employed in the same City division. When two (2) City employees marry and they both are employed in the same division, one (1) employee shall either transfer in accordance with the provisions of Article 15 of this Agreement, or be terminated. City employees affected by this section shall notify their immediate Supervisors, within ten (10) calendar days of marriage. The spouse of a City employee may be employed by the City, but may not be employed to work in the same division of the City. Situations existing prior to July 1, 1991, are not affected by this section.

ARTICLE 32

GROUP INSURANCE COVERAGE

Section 1. Group Life Insurance Coverage – The City shall maintain and provide full-time employees only with a fully paid group term life insurance policy. The amount of the term life insurance to be provided each employee shall be in an amount that is equal to the next even $10,000 above the employee's annual base salary, not to exceed $70,000 coverage. Employees may purchase additional life insurance for themselves and/or their dependents as provided for in accordance with the provisions of the City's group term life insurance program.

Section 2. Group Insurance Coverage - The City shall maintain and make available to full-time employees only a group health and dental insurance plan. The effective date of coverage shall be the first billing cycle coincident with or next following the date of employment. Employees may elect to receive the City's group medical and/or dental insurance coverage for themselves only, or for both themselves and their eligible dependents.

The City and the employee shall pay the semi-monthly medical and/or dental insurance premiums as set out in Appendix F for the coverage selected by the employee. The monthly medical and/or dental insurance premium cost for the employee and/or the employee's dependent(s) medical and/or dental insurance coverage which is not paid by the City shall be paid by the employee through payroll deduction method.

If both spouses of one family are City employees then premiums paid by the City and participating spouses shall be as follows:

a. if one or both spouses participate in the plans with no other dependents participating, then each participating spouse will treated as an employee participant;

b. if one spouse participates in the plans and also has dependents he or she would like covered by the plans, then the participating spouse shall be provided coverage as an employee and the additional dependents shall be covered through additional family coverage.

c. if both spouses participate in the plans and also have dependents they would like covered by the plans, then one spouse shall be provided coverage as an employee and the other spouse may only be covered as a dependent with the premium charged for such coverage as outlined in Appendix F.

Section 3. Coordination and Non-Duplication of Benefits - In the event an employee or dependent of an employee is entitled to receive medical and dental benefits under some other employee insurance plan or employer's self-insurance plan which provides medical and dental benefits similar or identical to the medical and dental benefits provided by the City in accordance with this Article, the benefits that would be payable under the City's medical and dental insurance plans shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under these medical and dental insurance plans and any other group plans shall not exceed the necessary, reasonable, and customary expenses for surgical services rendered, and for all other services which are rendered.

If the other employee insurance plan or employer self-insurance plan contains a provision for non-duplication of benefits, then the medical and dental insurance plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the medical and dental insurance plan or program insuring the child as a dependent of the parent whose birthday falls earliest in the calendar year will be considered primary.

Section 4. Substitution of Benefits - The benefits provided by the City's medical and dental insurance plans shall be in substitution for any and all other insurance plans providing hospital, medical, surgical, sickness, dental and related benefits. It is intended that the benefits provided by the City's medical and dental insurance plans shall comply with and be substituted for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect.

If any benefits of a similar nature to those provided by the City's medical and dental insurance plans are required under any law now in effect or hereinafter in effect, and if the benefits provided by

the City's medical and dental insurance plans are not considered in substitution for these legally required benefits, then the benefits provided by the City's medical and dental insurance plans shall be reduced by the amount of such benefits provided under law.

Section 5. Failure of Insurance Carrier to Provide Benefit - The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken pursuant to this or any other Article in this Agreement. However, nothing contained in this Article shall be construed to relieve any insurance carrier from any liability it may have to the City, the Union, an employee, or the beneficiary of an employee. The City and the Union shall, as necessary, take appropriate steps to require and obtain contract compliance from the insurance carriers.

Section 6. During FYE 16, the City agrees to keep in effect the existing or comparable life, health and dental insurance programs as set forth in Appendix F and G. The City may implement across the board percentage premium increases at the beginning of a fiscal year if negotiations have reached an impasse on this issue.

Section 7. The parties may mutually agree to reopen this article as well as Appendix F and/or F-1 as determined necessary or provided notice by the City of Norman to specifically negotiate provisions or changes to avoid taxes or financial penalties under the Affordable Care Act.

Section 8. Members of the AFSCME bargaining unit will be provided the opportunity for themselves and their spouses to participate in a Wellness Program. The Program shall consist of two elements, annual Health Risk Assessments, a questionnaire to be completed by the member and/or spouse, and an annual biometric screening. Participation in the biometric screening shall consist solely of submitting to a blood pressure test, and a blood test.

The biometric testing shall be made available to employees and spouses on City premises during work hours. Employees shall be allowed a sufficient amount of time during their shifts to participate.

There shall be a $25 per person increase in the health insurance semi-monthly premiums for those employees and/or covered spouses who do not participate in both the HRA and the biometric testing (if the spouse is a dependent in the Insurance Plan.)

Refer to in Appendix G for specific details regarding this Program. The Wellness Program shall not be changed unless agreed to by both parties.

ARTICLE 33

LONGEVITY PAY

Section 1. Longevity pay is made in recognition of a full-time employee's tenure and faithful service of the City.

Section 2. Employees who begin their fifth year of continuous service with the City will receive longevity pay effective with the pay period in which their fifth year of continuous service begins. Minimum beginning longevity pay will be $40.00 per month. Longevity pay is computed at the rate of $8.00 per month times the number of years of continuous service plus the year in which the employee is currently working.

Section 3. Longevity pay may be made in one of two ways: (1) in addition to an employee's base pay and shall be received bi-weekly on the same paycheck that an employee receives his or her normal pay; or (2) in addition to the employee's base pay and shall be received annually with the accrued longevity amount to be paid in a lump sum on the same paycheck that an employee receives his or her normal pay with the second regular paycheck in the month of November. Employees shall be paid longevity in the same manner as the prior fiscal year unless the employee makes a timely written election otherwise.

ARTICLE 34
Reserved

ARTICLE 35

SAVING CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 36

TERM AND AMENDMENT OF THE AGREEMENT

Section 1. Renewal, Negotiation, and Termination of the Agreement:

a. This Agreement shall be effective as of the first day of July, 2015, and shall remain in full force and effect through the thirtieth day of June, 2016. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before January 5, 2016, that it desires to negotiate a new and modified Agreement.

In the event that such notice is given, negotiations shall begin by January 15, 2016. This Agreement shall remain in full force and effect during period of negotiations for a new or modified Agreement, even if the period of negotiations should continue beyond the anniversary date. In this regard, during the period of negotiations which continues beyond the anniversary date, all provisions, procedures, salary rates, benefits and other conditions of employment shall automatically be extended until such time as a new or modified Agreement is approved and executed by both parties, unless a notice of termination of this Agreement is presented by either party to the other party in the manner set forth in paragraph (c) below.

Both parties to this Agreement understand and agree that in the event there are negotiations for a new or modified Agreement as provided above, and in the event these negotiations extend beyond June 30, 2016, then any new or modified Agreement, and the benefits and provisions included therein, shall not be retroactive to the above date or any subsequent date unless otherwise agreed by the parties to the new Agreement.

b. Should the parties fail to agree upon any of the terms of a new or modified Agreement by March 1,2016, then either party may request, and both parties shall agree to use, the services of the Federal Mediation and Conciliation Service. Upon the mutual agreement of both parties, the services of the Federal Mediation and Conciliation Service may also be used in conjunction with any subsequent re-negotiation of this Agreement, or any Articles, Sections or other provisions included in it.

If a mediator is utilized, both parties shall recognize the legitimacy of his or her advice, and shall bargain in good faith. It is further recognized by both parties that the services of this Agency shall be advisory only, and therefore any conclusions reached or implied through the use of mediation shall be considered as advisory only. However, both parties shall make a reasonable effort to reach agreement through the mediation service provided by said Agency. All expenses of mediation (if any) shall be shared equally by and between the City and the Union.

c. In the event that either party desires to terminate this Agreement during the extended negotiation period, they must give written notice to the other party, not less that ten (10) business days prior to the requested termination date, which date shall not be before the anniversary date of this Agreement.

ARTICLE 37

DEFINITIONS

Section 1. Definitions - The following terms are defined for use in this Agreement:

a. The terms "employee" and "employees" as used in this Agreement shall mean and include only those individuals employed by the City in positions which are included in the bargaining unit.

b. The term "City employees" as used in this Agreement shall mean all individuals employed by the City, including non-bargaining unit employees and employees in other bargaining units. In this same regard, and unless otherwise indicated, the term "personnel" as used in this Agreement shall mean the same as "City employees."

c. The term "persons" as used in this Agreement shall mean those individuals who are not employed by the City.

d. The term "members" as used in this Agreement shall mean those employees who voluntarily elect to join the Union. In this same regard, the term "non-members" as used in this Agreement shall mean those employees who are in the bargaining unit, but who do not elect to join the Union.

e. The term "Department Head" as used in this Agreement shall mean the Department Heads of the departments specified in the City's adopted Annual Budget.

f. The term "technically-skilled position" as used in this Agreement shall mean a position classification which requires that a new incumbent have knowledge of an advance, technical or specialized nature; have previously developed skills or abilities; have a significant amount of prior education, training, or experience; and/or possess a special diploma, certificate, license or professional registration. These minimum requirements

are necessary so as to assure a reasonable probability of success by the employee during the probationary period, and so as to also assure the personal safety of the employee, the employee's co-workers, and the public.

g. Reference to "Chapter 12 of the City of Norman Code of Ordinances" in this Agreement shall mean Chapter 12, entitled Labor Relations, of the City of Norman Code of Ordinances as adopted by Ordinances No. 7576-1 (August 19, 1975), and Subsequently amended by Ordinance Number 8788-50 (April 26, 1988), and Ordinance Number 8788-28 (September 13, 1988).

Section 2. Position Classification Terms - Position classification terms which will be used in this Agreement include the following:

a. A "position" is a budgetary organization entity designated to be filled by one (1) individual and involving a specific group of current duties and responsibilities. A position is created by management by allocation of funds for the performance of a specific set of duties and responsibilities, and is assigned or delegated by management to a specific organization unit. A position may be full-time or part-time, and it may be filled or vacant. In other words, a position is a specific job, involving a combination of duties and responsibilities, requiring the services of one (1) employee. New duties and responsibilities can be assigned to a position, and duties and responsibilities can be transferred from one organizational unit to another.

b. A "class of positions" is a group of positions having similar duties and responsibilities, which can be properly designated by one (1) title indicative of the nature of the work. Such positions are sufficiently similar in that: (1) The same requirements as to education, experience, knowledge, ability and skill are demanded of the incumbents; (2) The same tests of fitness are used to choose qualified appointees; and (3) The same schedule of compensation is applied with equity.

c. A "position classification" is the name given to each class of positions. The position classification is used on all appointments, personnel notices, and in the budget. This positions classification is also referred to as a class title.

For the purpose of this Agreement, and unless otherwise indicated, all references to "position" and "position classification" shall be understood to mean and include only those positions and position classifications which are included in this bargaining unit and covered by this Agreement.

Section 3. Types of Termination of Employment - The types of termination of employment with the City which are referenced in this Agreement include the following:

a. "Resignation" represents the voluntary termination of an employee's employment with the City.

b. Dismissal (Termination Without Prejudice) - "Dismissal" represents a non-disciplinary termination of an employee's employment with the City. The reasons for a dismissal are generally beyond the control of the employee, and therefore dismissal does not necessarily reflect discredit on the employee.

Dismissal of an employee may result because of:

1. Conclusion of termination of the employee's layoff status;

2. Termination of unsatisfactory completion of the employee's probationary period;

3. Termination or elimination of the employee's position (unless the employee is eligible and elects to bump another employee or go on layoff status);

4. The employee's absence without leave for three (3) or more consecutive work days;

5. The employee's failure to meet the requirements of his or her position or position classification.

6. Discharge (Termination With Prejudice) - "Discharge" represents a permanent, non-voluntary termination of an employee's employment with the City for disciplinary reasons.

7. Retirement

8. Death

Section 4. Periods of Time - The periods of time which are referenced in this Agreement include the following:

a. Days - The different types of days referenced in this Agreement include the following:

1. Work Days - The term "work days" shall mean the various days of the week during which an employee is regularly scheduled to work. As used in this Agreement in conjunction with leaves of absence, personnel and disciplinary actions, and related matters the term "work days" generally refers to the work days of the individual employee. In the case of a request or an action which requires the prior approval of an employee's Supervisor, however, the term "work days" as applied to the request period and the approval process shall mean the work days of the approving authority.

2. Business Days - The term "business days" shall mean the days Monday through Friday, exclusive of holidays set forth in Article 18 (Holidays).

3. Calendar Days - The term "calendar days" shall mean seven (7) days of the week.

b. Weeks - The different types of weeks references in this Agreement include the following:

1. Work Week - The term "work week" shall mean the five (5) consecutive work day period during which an employee is regularly scheduled to work.

2. Week - The term "week" shall mean a period of seven (7) consecutive calendar days.

c. Months - The term "month" as referenced in this Agreement shall mean a period of time which extends from a date in one (1) calendar month to the corresponding date in either the following or the preceding month, as the case may be. In the event there is no such corresponding date in that particular month, then the closest corresponding date in that month shall be used (e.g., use the 30th if there is no 31st).

d. Years - The different types of years referenced in this Agreement include the following:

1. Year - The term "year" shall mean a period of time which extends from a date (month and day) in one (1) calendar year to the corresponding date (month and day) in either the following or the preceding year, as the case may be.

2. Fiscal Year - The term "fiscal year" shall mean the period of time which extends from July 1 in one (1) calendar year to June 30 in the following calendar year (unless other beginning and/or ending dates are specified).

3. Calendar Year - The term "calendar year" shall mean the twelve (12) calendar month period beginning on January 1 and ending on the following December 31.

ARTICLE 38

POSITION VACANCIES

Section 1. Internal Notification of Position Vacancies - Whenever a vacancy occurs in a position covered by this Agreement and the City Manager authorizes that the vacant position be filled on a permanent basis (rather than on a temporary basis), a "Position Vacancy Notice" for the vacant position shall be prepared by the Human Resources Department and posted on all bulletin boards in all City Departments and Divisions for a period of at least two (2) weeks. Such time period may be modified if agreed upon in writing by the Union President and the Human Resources Director or his/her designee.

During the notification period, any City employee (including City employees in other bargaining units, non-bargaining unit City employees, and City employees on lay-off status) may make application for the vacant position. Applications shall be in writing and must be submitted to the Human Resources Director within the notification period, or by the indicated deadline.

City employees may make application for a vacant position which represents a transfer, a voluntary demotion, or a promotion for them. All City employees who make application for a vacant position shall be given consideration by the City, provided that they possess the minimum qualifications, meet the established minimum requirements, and have the ability (including physical fitness) to satisfactorily perform the required duties of the vacant position.

Section 2. External Notification of Position Vacancies - In conjunction with the filling of a vacant position as set forth in Section 1 above, whenever the City Manager determines that such is necessary in order to assure that the vacant position is filled by the most qualified person possible, he or she may authorize that the Human Resources Director proceed to recruit and take written applications for the vacant position from persons outside the City service.

In conjunction with such external notifications and recruitment effort, the Human Resources Director or designee, shall, subject to the guidance and approval of the City Manager, determine the following:

a. The manner and extent to which the position vacancy is to be publicized;

b. The time limit and final deadline for the acceptance of written applications;

c. The types of documents and related materials which applicants may be required to provide;

d. The types of examinations, interview techniques, and selection procedures which applicants may be required to participate in, and the manner and extent to which these shall be considered.

All persons not presently in the direct employment of the City who make application for a vacancy position, in accordance with the procedural requirements and the time limits referenced above, shall be given consideration by the City, provided that they possess the minimum qualifications, meet the established minimum requirements, have the ability (including physical fitness) to satisfactorily perform the required duties of the vacant position.

Section 3. If an internal or external vacancy occurs during the recruitment period for the same vacancy, or up to seven (7) calendar days from the date the selection process was completed, the hiring supervisor may select the applicant with the next highest score. A selection process will be considered completed for the purposes of this section when the selected applicant for the original vacancy begins in the new position. If the hiring supervisor does not want to select the applicant with the next highest score, approval must be given by the Human Resources Director before the vacancy can be re-advertised.

ARTICLE 39

SELECTION PROCESS

Section 1. Application of Merit Principle - In accordance with the City's objective of providing municipal services in the most responsive, efficient and cost-effective manner possible, every effort shall be made to develop and maintain a dedicated, conscientious, and highly qualified work force. Consequently, in making appointments to fill vacant positions, the City shall evaluate all applicants (including non-AFSCME City employees and persons not in the employment of the City) and make all appointments consistent with the merit principle. Furthermore, the City shall also apply the merit principle when making temporary assignments.

Section 2. The City and the Union agree that the selection process must:

a. Hire the most qualified and best suited person for the job;

b. Ensure all employees have opportunity for advancement;

c. Ensure fairness and consistency;

d. Provide motivation for employee excellence;

e. Recognize current employees and their service with the City.

Section 3. Guidelines for the selection process are:

a. Vacant positions will be open to all City employees;

b. Selection will be based on the most qualified and best suited applicant consistent with the merit principle;

c. Various objective, job-related examinations may be utilized to assure the most qualified and best suited candidate is determined;

d. The classification specification which is prepared by and maintained in the Human Resources Department serves as a guide for developing specific job announcements. These announcements provide the guidelines from which selection procedures are developed.

e. Employees who develop additional skills on their own are encouraged to provide documentation to the Human Resources Department for placement into their personnel file, e.g., licenses, certificates, diplomas, etc. Employees are responsible for providing relevant materials and information at the time application is made for a position.

Section 4. Selection Process - Consistent with the merit principle, the City's desire to fill vacant positions with the most qualified City employees and persons possible, and ensuring a fair, job-related, and consistent selection process, the following procedures shall be followed when evaluating and selecting from among eligible applicants to fill vacant positions:

a. Screening - The Human Resources Department will evaluate each applicant's qualifications especially as they relate to the minimum requirements and physical agility standards which have been established for the position.

1. The Human Resources Department will conduct an initial screening of each interested applicant to determine if the applicant meets minimum qualifications and requirements, including but not limited to:

(a) possession of required licenses and certificates;

(b) possession of minimum education, training and experience;

(c) possession of certain basic skills for which Human Resources will administer standardized, basic skills tests, if applicable;

i. Such tests may include, but are not limited to, reading, typing, spelling, 10-key, grammar tests;

ii. Scores achieved on these tests will be valid for a period of six (6) months from the date the test was administered. Applicants, including City employees, must retest should they apply, after the valid period, for any position requiring these tests.

iii. Scores achieved on typing and spelling tests by City employees shall be valid for a period of one (1) year from the date the test

was administered. City employee applicants must retest should they apply, after the valid period, for any position requiring typing or spelling tests.

Those who meet the minimum job qualifications and requirements as determined above will be permitted to complete and submit all required application materials by the closing date of the position.

2. Once a position closes, the Human Resources Department will conduct a more in-depth evaluation of each applicant's education, training, experience, work history and any other information contained in the application materials relevant to the job qualifications and requirements of the position being selected, and determine the applicants most qualified and best suited for the position. This evaluation will also include a review of the following:

   (a) Disciplinary Actions. Each City employee applicant's Personnel File will be reviewed by the hiring supervisor and a representative of the Human Resources Department. A City employee with two or more written reprimands, a disciplinary suspension or a disciplinary demotion within the previous two (2) years will not be further considered in the selection process.

   (b) Driving Record. The Human Resources Department will review each applicant’s motor vehicle City driving record for any position that requires operation of City vehicles. City employee applicants with three (3) or more chargeable accidents within the previous two (2) years, or any applicant with a poor motor vehicle record as determined by the Human Resources Director, or designee, will not be further considered in the selection process.

b. Examinations - The hiring supervisor may develop and conduct examinations, the type(s) of which including the relative weight(s) assigned shall be objective and related to the essential functions, qualifications and physical requirements of the job being selected as determined by the Human Resources Director. The Human Resources Department will work with each department to develop appropriate examinations and strive to establish, when appropriate, a consistent selection process for each position. Selection process elements must sum to a total of 100%, not including points for longevity and past and present job performance. Successful candidates must score a minimum of 70% on each selection component utilized to progress in the selection process. Such examinations will be coordinated and approved by the Human Resources Department and may include the following:

1. Written tests (such as, but not limited to, true/false, multiple choice, and yes/no options);

2. Practical tests;

3. Physical agility tests;

4. Panel Review Board. At the discretion of the hiring supervisor, the Panel Interview Board will include three (3) or five (5) members. If a three member panel interview is established, one of the members must be from outside the

division with the exception of entry-level positions where there are no City employee applicants. If a five member panel interview is established, two of the members must be from outside the division with the exceptions of entry-level positions where there are no City applicants. Members outside the division may include job experts from outside the City. All interview questions and weights for the Panel Interview Board must be approved by the Human Resources Department.

5. Structured Oral Interview. If the hiring supervisor chooses not to be on the Panel Interview Board, he/she may conduct a separate structured interview. All interview questions and weights for the hiring supervisor's interviews must be approved by the Human Resources Department.

6. Assessment Center Exercises. These may include, but are not limited to role-playing exercise, in-basket exercise or other job-related exercises.

* If study materials are identified, they will be made available to all applicants.

c. Longevity (Length of Service) - Eligible City employees shall receive an additional 0.083% for each completed month of City seniority up to a maximum of 15%; the day the position closes will be the date used to calculate City seniority. Below are the calculations for months of service:

1 month = 0.083%	7 months = 0.583%
2 months = 0.167%	8 months = 0.667%
3 months = 0.250%	9 months = 0.750%
4 months = 0.333%	10 months = 0.833%
5 months = 0.417%	11 months = 0.917%
6 months = 0.500%	12 months = 1.000%

(Example: Employee with 2 years and 7 months of service receives 2.583% for longevity)

d. Past and Present Job Performance. (Reference Check for outside applicants) All selection processes must include review of past and present job performance which will account for an additional twenty percent (20%). Once testing is completed, the Human Resources Department will obtain evaluations of past and present job performance. Applicants will be evaluated by their present supervisor using the following criteria:

1. Quantity of Work

2. Quality of Work

3. Customer Relations with Co-Workers, City Employees and the Public

4. Initiative

5. Dependability, including punctuality and sick leave for a two (2) year period.

The Human Resource Department will attempt to obtain similar information for outside applicants.

e. Conditions of Employment - In addition to the factors set forth above, eligible applicants may also be required as a condition of employment to successfully pass one (1) or more of the following:

1. Medical examination;

2. Psychological examination;

3. Background investigation;

4. Drug Screen.

Section 5. Final Selection Determination - Following and based upon the evaluation of all eligible applicants, and consistent with the merit principle, the final selection of City employees and persons to fill position vacancies shall be made by and at the discretion of the authorized appointing authority in accordance with this Article.

ARTICLE 40

PERSONNEL FILES

Section 1. Types of Personnel Files - The City shall maintain and utilize the following types of personnel files:

a. Employee File - The City's Human Resources Director shall keep and maintain an "Employee file" for each individual employee. This "Employee file" represents and shall be considered as the City's official personnel file for each employee.

b. Supervisor's File - In addition to the "Employee file" referenced in paragraph "a" above, Supervisors may keep and maintain a "Supervisor's file" for each of the employees under their supervision. This "Supervisor's file" may contain job-related information which will benefit the Supervisor when he is preparing an employee's performance evaluation.

Both the "Employee file" and the "Supervisor's file" referenced above shall be considered and treated as confidential.

Section 2. Access To Personnel Files - In accordance with the confidential nature of the City's personnel files, access to both "Employee files" and "Supervisor's files" shall be governed and restricted as follows:

a. Employees and Union Representatives - Employees shall have the right, upon request, to review the contents of their "Employee file" and "Supervisor's file." In this regard, employees may be accompanied by a Union representative, if they so wish. In the absence of the employee, however, a Union representative may only review an employee's personnel files when that employee has given his or her written authorization for the designated Union representative to do so.

An employee and his or her designated Union representative may review the contents of the employee's personnel files during regular work hours (if applicable) with no loss of pay for the time spent, provided that they have properly requested and been authorized by their respective Division Heads to be temporarily absent from duty. Other than in extenuating circumstances, the employee and/or the Union representative shall be allowed to review the employee's personnel files during the same work shift that the request to review the employee's personnel files is made, or at such other time as may be mutually agreeable. The employee and/or the Union representative shall be allowed a reasonable period of time for this purpose, and reasonable requests to copy documents in the employee's personnel files shall be honored.

b. Other Authorized Persons - In addition to an employee and his designated Union representative, the following persons shall also be authorized to review the contents of an employee's personnel files:

1. Supervisory and administrative employees in the direct chain of command above the employee, up to and including the employee's Department Head and the City Manager, and their designated representatives;

2. The Human Resources Director, Employee Relations Manager, and the staff directly under their supervision;

3. The City Attorney, and his or her designated representatives;

4. Other persons who may be authorized by law or subpoena issued by a court of competent jurisdiction.

An employee's "Employee file" in the Human Resources Department shall be available for examination and review during regular City business hours. An employee's "Supervisor's file" in the employee's Department shall be available for examination and review during such time period as may be arranged with the respective Supervisor.

Section 3. Placement of Items In Personnel Files - Employees shall be simultaneously notified in writing when anything other than of a routine nature is placed in their personnel files. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee's personnel files shall be made available to the employee prior to the time it is placed in the personnel files. Furthermore, no citizen complaint shall be placed in an employee's personnel file unless the complaint is accompanying a specific disciplinary action related to the complaint.

Section 4. Removal of Items From Personnel Files - Oral and written reprimands which an employee receives shall be removed from that employee's personnel files once the following periods of time pass without the employee receiving any further disciplinary actions (including those which may be imposed for unrelated causes):

a. Oral Reprimands - Oral reprimands shall be removed from an employee's personnel files once a period of one (1) year passes without the employee receiving any further disciplinary actions.

b. Written Reprimands - Written reprimands shall be removed from an employee's personnel files once a period of two (2) years passes without the employee receiving any further disciplinary actions.

This removal of oral and written reprimands shall be made at the request of the employee, provided that such oral and written reprimands which are eligible for removal, but not requested to be removed, shall not be used later against the employee. In the discretion of the Department Head, an oral or written reprimand may be removed from the employee's file after the passage of one (1) year from the issuance of an oral reprimand or two (2) years from the issuance of a written reprimand, even if the employee receives further disciplinary action within those time periods. A decision by the Department Head to deny such a request shall be subject to the grievance procedure but shall not be subject to the arbitration procedure.

ARTICLE 41

CLEAN-UP PERIODS

Section 1. Regular Clean-Up Periods - All employees in positions where their work clothes and/or skin are soiled shall be allowed two (2) ten (10) minute clean-up periods during each work day. These clean-up periods shall start ten (10) minutes prior to the beginning of the employee's lunch, and ten (10) minutes prior to the end of the employee's day at work. These clean-up periods shall be considered as a part of the employee's time worked. Department Heads shall be responsible for determining which positions are eligible for these clean-up periods.

Section 2. Additional Clean-Up Periods - In the case of special circumstances, such as when an employee must leave work to go to an appointment or meeting during the work day, the employee's immediate Supervisor may grant him or her an additional ten (10) minute clean-up period at that time. This additional clean-up period shall be considered separate from, and may not be combined with, the regular clean-up periods references in Section 1 above.

ARTICLE 42

NOTICES

Section 1. Notices To the City and the Union - Notices referenced and required by this Agreement shall be deemed to have been adequately given if served by certified mail upon the individuals or officers named below at the addresses indicated below (unless this notification procedure is expressly waived by both parties in lieu of another method of notification in a particular situation):

a. Notices to the City shall be addressed to:

City Manager
City of Norman
201 West Gray
P. O. Box 370
Norman, Oklahoma 73070

Norman City Employees Union
AFSCME Local No. 2875
P.O. Box 915
Norman, Oklahoma 73070

EXECUTION OF AGREEMENT

THIS DOCUMENT, in total, as set forth below, constitutes the entire AGREEMENT between the City and the Union:

- PREAMBLE
- ARTICLES: 1-42
- APPENDICIES:
  - A1 - AFSCME Position Classifications
  - A2 - Wage and Salary Schedule
  - B - Authorization for Payroll Deduction for Monthly Union Dues or Fair Share Fee
  - C - Union Bulletin Board
  - D - Official Grievance Form
  - E - Union Business Leave Form
  - F - Health Insurance Plan Benefits
  - F1 - Health/Dental Insurance Premiums
  - G - Wellness Plan
  - H - Drug and Alcohol Testing Policy
  - I - Tentative Agreement FYE 16

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of January, 2016.

Brenda Hall
CITY CLERK

THE CITY OF NORMAN
BY: _____
CITY MANAGER

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

FOR LOCAL NO. 2875 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES:

BY: _____
PRESIDENT

APPROVED as to form this 20th day January, 2016

_____
CITY ATTORNEY

Appendix A-1
AFSCME CLASSIFICATIONS
FYE16
(in alphabetical order)

CLASSIFICATION	PAY GRADE
Accounts Payable Technician	A27
Administrative Technician II	A27
Administrative Technician III	A29
Animal Welfare Officer	A31
Auto Service Technician	A28
City Surveyor	A35
Code Compliance Inspector	A31
Communications Officer I	A27
Communications Officer II	A30
Construction Inspector	A35
Crew Chief	A33
Custodial Coordinator	A29
Custodian	A26
Customer Account Specialist	A31
Customer Service Rep. I	A27
Deputy Court Clerk I	A29
Deputy Court Clerk II	A31
Engineering Technician	A31
Field Services Mechanic II	A32
Fleet Welder	A31
Heavy Equipment Operator	A31
Irrigation Technician	A31
Kennel Attendant	A26
Laboratory Technician	A32
Maintenance Worker I	A26
Maintenance Worker II	A29
Mechanic I	A31
Mechanic II	A32
Meter Reader	A26
Meter Service Representative	A28
Park Maintenance Technician	A31
Parking Service Officer	A26
Permit Technician I	A29
Permit Technician II	A31

Appendix A-1
AFSCME CLASSIFICATIONS
FYE16
(in alphabetical order)

CLASSIFICATION	PAY GRADE
Pet Adoption Coordinator	A26
Plant Mechanic	A32
Plant Operations/Maintenance Tech A-D	A29-32
Plant Operator "A"	A32
Plant Operator "B"	A31
Plant Operator "C"	A30
Plant Operator "D"	A29
Police Records Clerk	A27
Printing Services Operator I	A26
Printing Services Operator II	A29
Property Custody Officer	A30
Radio Systems Tech	A33
Recycling Operator	A29
Refuse Container Repair Assistant	A28
Registered Vet Tech	A27
Sanitation Worker I	A27
Sanitation Worker II	A29
Small Equipment Mechanic	A31
Stormwater Compliance Inspector	A31
Storm Water Locator/Inspector	A32
Tire Repair Technician	A28
Tradesworker	A33
Traffic Sign Fabricator	A29
Traffic Signal Technician	A31
Traffic Technician	A29
Transfer Station Attendant	A27
Treasury Service Specialist	A31
Utilities Inspector	A35
Custodian (PPT)	A22
Golf Course Laborer (PPT)	A26
Golf Shop Assistant (PPT)	A26
Parking Service Officer (PPT)	A26
Recreation Leader I (PPT)	A22
Recreation Technician (PPT)	A26

Appendix A-2
AFSCME PAY GRADES
FYE16
7/1/15 – 6/30/16
(in grade order)

Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A26	Annual	28242	29371	30547	31768	33037	34360	35737	37164	38652	39425	40214
	Monthly	2353.50	2447.58	2545.58	2647.33	2753.08	2863.33	2978.08	3097.00	3221.00	3285.42	3351.17
	Bi-Weekly	1086.23	1129.65	1174.88	1221.85	1270.65	1321.54	1374.50	1429.38	1486.62	1516.35	1546.69
	Hourly	13.5775	14.1207	14.6862	15.2732	15.8832	16.5193	17.1809	17.8670	18.5827	18.9543	19.3333
A27	Annual	29936	31132	32377	33672	35021	36421	37877	39391	40968	41788	42624
	Monthly	2494.67	2594.33	2698.08	2806.00	2918.42	3035.08	3156.42	3282.58	3414.00	3482.33	3552.00
	Bi-Weekly	1151.38	1197.38	1245.27	1295.08	1346.96	1400.81	1456.81	1515.04	1575.69	1607.23	1639.38
	Hourly	14.3921	14.9675	15.5658	16.1886	16.8367	17.5100	18.2099	18.9383	19.6965	20.0904	20.4923
A28	Annual	31731	32999	34320	35693	37121	38605	40150	41755	43424	44294	45179
	Monthly	2644.25	2749.92	2860.00	2974.42	3093.42	3217.08	3345.83	3479.58	3618.67	3691.17	3764.92
	Bi-Weekly	1220.42	1269.19	1320.00	1372.81	1427.73	1484.81	1544.23	1605.96	1670.15	1703.62	1737.65
	Hourly	15.2552	15.8651	16.4998	17.1600	17.8467	18.5601	19.3030	20.0743	20.8771	21.2947	21.7207
A29	Annual	33635	34980	36378	37835	39349	40921	42558	44260	46032	46952	47891
	Monthly	2802.92	2915.00	3031.50	3152.92	3279.08	3410.08	3546.50	3688.33	3836.00	3912.67	3990.92
	Bi-Weekly	1293.65	1345.38	1399.15	1455.19	1513.42	1573.88	1636.85	1702.31	1770.46	1805.85	1841.96
	Hourly	16.1705	16.8170	17.4896	18.1897	18.9174	19.6739	20.4606	21.2787	22.1303	22.5730	23.0246
A30	Annual	35652	37079	38562	40105	41707	43378	45113	46915	48795	49771	50765
	Monthly	2971.00	3089.92	3213.50	3342.08	3475.58	3614.83	3759.42	3909.58	4066.25	4147.58	4230.42
	Bi-Weekly	1371.23	1426.12	1483.15	1542.50	1604.12	1668.38	1735.12	1804.42	1876.73	1914.27	1952.50
	Hourly	17.1405	17.8262	18.5396	19.2814	20.0516	20.8544	21.6886	22.5554	23.4589	23.9281	24.4067

Appendix A-2
AFSCME PAY GRADES
FYE16
7/1/15 – 6/30/16
(in grade order)

Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A31	Annual	38149	39675	41262	42910	44629	46412	48270	50200	52208	53252	54317
	Monthly	3179.08	3306.25	3438.50	3575.83	3719.08	3867.67	4022.50	4183.33	4350.67	4437.67	4526.42
	Bi-Weekly	1467.27	1525.96	1587.00	1650.38	1716.50	1785.08	1856.54	1930.77	2008.00	2048.15	2089.12
	Hourly	18.3407	19.0744	19.8375	20.6300	21.4561	22.3137	23.2067	24.1348	25.1001	25.6021	26.1141
A32	Annual	40818	42450	44149	45916	47751	49662	51650	53714	55863	56980	58120
	Monthly	3401.50	3537.50	3679.08	3826.33	3979.25	4138.50	4304.17	4476.17	4655.25	4748.33	4843.33
	Bi-Weekly	1569.92	1632.69	1698.04	1766.00	1836.58	1910.08	1986.54	2065.92	2148.58	2191.54	2235.38
	Hourly	19.6241	20.4088	21.2254	22.0749	22.9574	23.8761	24.8314	25.8241	26.8572	27.3943	27.9423
A33	Annual	43675	45422	47239	49129	51094	53138	55264	57474	59772	60967	62187
	Monthly	3639.58	3785.17	3936.58	4094.08	4257.83	4428.17	4605.33	4789.50	4981.00	5080.58	5182.25
	Bi-Weekly	1679.81	1747.00	1816.88	1889.58	1965.15	2043.77	2125.54	2210.54	2298.92	2344.88	2391.81
	Hourly	20.9977	21.8373	22.7111	23.6197	24.5644	25.5472	26.5689	27.6317	28.7366	29.3114	29.8976
A35	Annual	50006	52005	54087	56249	58499	60840	63273	65804	68436	69805	71200
	Monthly	4167.17	4333.75	4507.25	4687.42	4874.92	5070.00	5272.75	5483.67	5703.00	5817.08	5933.33
	Bi-Weekly	1923.31	2000.19	2080.27	2163.42	2249.96	2340.00	2433.58	2530.92	2632.15	2684.81	2738.46
	Hourly	24.0412	25.0022	26.0034	27.0429	28.1245	29.2501	30.4198	31.6366	32.9016	33.5598	34.2309

Appendix A-2
AFSCME PAY GRADES
FYE16
7/1/15 – 6/30/16
PERMANENT PART-TIME
(in grade order)

Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
A22	Hourly	10.7466	11.1766	11.6236	12.0886	12.5719	13.0749	13.5980	14.1418	14.7073	15.0016	15.3015
A25	Hourly	12.8085	13.3203	13.8531	14.4071	14.9835	15.5837	16.2065	16.8549	17.5296	17.8802	18.2378
A26	Hourly	13.5775	14.1207	14.6862	15.2732	15.8832	16.5193	17.1809	17.8670	18.5827	18.9543	19.3333
A27	Hourly	14.3921	14.9675	15.5658	16.1886	16.8367	17.5100	18.2099	18.9383	19.6965	20.0904	20.4923

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION
FOR MONTHLY UNION DUES OR FAIR SHARE FEE

EMPLOYEE NAME:_____

EMPLOYEE NO:_____

DEPARTMENT: _____

DIVISION:_____

I understand that Local Union #2875 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) is my exclusive collective bargaining representative, and that it is therefore authorized to bargain on my behalf with the City of Norman concerning rates of pay, benefits, hours of work, grievances, and other terms and conditions of employment.

In recognition of AFSCME as my exclusive bargaining representative, effective immediately I make the following election and authorize the City of Norman to deduct from my earnings each month and to remit directly to the Local AFSCME Union, as applicable, **one** of the following:

Please check one:

_____***Monthly Union Dues*** as established by the AFSCME Union for a bargaining unit member who would like to join the AFSCME Union.

_____***Monthly Fair Share/Political Objector Fee*** as established by the AFSCME Union, for a bargaining unit member who would like to join the AFSCME Union, but has no voting rights, does not want to contribute to union political causes, but would still like to contribute to other union activities and representation; or

_____***No payroll deduction*** for a bargaining unit member who has not joined the AFSCME Union and is not willing to pay a fair/share political objector fee.

The City of Norman, as an employer, neither encourages nor discourages employees from joining the union. Requiring Union membership or the payment of union dues or faire share/political objector fees as a condition of employment is a violation of Oklahoma law.

Payroll deduction of union dues or fair share/political objector fees by the City is provided for the convenience of the bargaining unit member and the Union. I understand that I may cancel or modify this authorization for payroll deduction at any time by notifying City of Norman Human Resources Department and the AFSCME Union. However each bargaining unit member shall be personally responsible for making the monthly Union dues or Union Fair Share/Political Objector fee payment directly to the Union in some other manner if some payment is due and the City has not been notified by the employee that payroll deduction is desired.

Employee signature:_____

Date:_____

APPENDIX C

UNION BULLETIN BOARDS

LOCATION	**NUMBER**
City Clerk's Office, Engineering (City Hall)	2
Finance Department, Code Compliance (Bldg. C)	2
Animal Control	1
Municipal Court, Police Department (Bldg. B)	4
Building 88, South Base Sanitation, Fleet Management, Line Maintenance and Traffic Control	4
Street Maintenance Road and Channel	3
Parks Maintenance and Recreation	5
Water Treatment and Wastewater Treatment	2
Compost Site	1
Transfer Station	1

AFSCME LOCAL _____

STEP _____

APPENDIX D

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

_____

_____

_____

Adjustment required: _____

_____

_____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

_____

_____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

APPENDIX E

AFSCME – Union Business

LEAVE APPLICATION

Employee Name:_____Date: _____

Division: _____Department:_____

_____Hours Begin _____(a.m.) (p.m.) on _____
End _____(a.m.) (p.m.) on _____

Activity: _____
_____
_____

Employee Signature:_____Date:_____

Division Head:_____Date:_____

_____Approve _____Disapprove

Justification:_____
_____
_____

Employee Return: Time _____ Date: _____

Employee Signature:_____Date:_____

Division Head:_____Date:_____

Department Head:_____Date:_____

_____Approve _____Disapprove

APPENDIX F
CITY OF NORMAN - AFSCME
Health Insurance Plan Benefits - Plan Year 2016

Medical Benefit Description	Effective 1-1-2015 In-Network	Effective 1-1-2015 Out-of-network
Lifetime Maximum	Unlimited	Unlimited
	Includes Organ Transplant	
First Dollar Medical Coverage Individual Family	$1,000 @ 100% $2,000 @ 100% (excludes co-pays)	No first dollar medical coverage
Calendar Year Deductible Individual Family	$150 - medical $300 - medical	$400 - medical $800 - medical
	Then:	
Co-insurance percentage (unless otherwise noted)	90% After deductible	70% After deductible
Physician's Office Visit Co-pay	$25 No deductible/no co-insurance	70% After deductible
Pre-admission Out-patient testing	100% No deductible	70% No deductible
Out-patient surgery	90% After deductible	70% After deductible
In-patient Hospital	90% After deductible	70% After deductible
Emergency Room - **Emergency Medical Condition** (facility and physician services)	90% - No deductible/ No co-pay	90% - No deductible/No co-pay
Emergency Room - **Non-Emergency Medical Condition** (facility and physician services)	90% after $100 co-pay	70% - After deductible
Physical Therapy	90% - after deductible	70% - After deductible
Wellness/Preventive: Mammography, Prostate, Pap Smear, Well Child	100% No deductible	70% No deductible
Chiropractic:	$500 calendar year maximum	
spinal adjustment	90% After deductible	70% After deductible
Imaging and Lab (Non-wellness)	90% After deductible	70% After deductible
Annual out-of-pocket maximum Individual Family **Includes**:	$3,175 $6,350 Deductible, co-insurance, co-pays in network - medical and rx	$5,000 $10,500

Prescription Drugs Benefit Description	Effective 4-1-2012 In-Network	Effective 4-1-2012 Out-of-network
Retail - participating pharmacy Generic Preferred name brand Non-preferred name brand	$10 co-pay/no deductible $25 co-pay/no deductible $45 co-pay/no deductible	70% After deductible
Mail Order - 90 day supply Generic Preferred name brand Non-preferred name brand	$20 co-pay/no deductible $50 co-pay/no deductible $90 co-pay/no deductible	Not applicable

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

APPENDIX F-1
Health and Dental Insurance
FYE 14 Semi-Monthly Premiums with Wellness Participation*
Effective July 1, 2013

	Employee Cost	City Cost	Total Premium
Health			
Single Health	$17.30	$291.36	$308.66
Family Health	$99.04	$297.12	$396.16
Total Family Health	**$116.34**	**$588.48**	**$704.82**
Dental			
Single Dental	$1.59	$26.64	$28.23
Family Dental	$9.22	$27.68	$36.90
Total Family Dental	**$10.81**	**$54.32**	**$65.13**
TOTAL			
Total Health & Dental - Single	$18.89	$318.00	$336.89
Total Health & Dental - Family	$108.26	$324.80	$433.06
Total Health & Dental Family	**$127.15**	**$642.80**	**$769.95**

*Effective May 1, 2012 the Employee semi-monthly health premiums shown above will increase by $25 or $50 in cases where the employee's (and covered spouse's) full and proper participation in the Wellness Plan Health Risk Assessment and Biometric testing does not occur. (The difference in the premium increase being based on single or family coverage as applicable).

(These premiums went into effect city-wide July 1, 2013, however, since there was no AFSCME contract in FYE14, the FYE15 contract was never updated to reflect these changes. AFSCME members have been paying these premiums since July 1, 2013)

APPENDIX G

City of Norman
Wellness Program

For Plan Year 2016, the City will continue to provide Wellness Program features designed to increase plan participation. The purpose of this annual health evaluation is to improve participant health awareness, allow participants to avoid significant health issues by taking appropriate preventative intervention measures and therefore promote health, save lives and decrease the financial impacts of major illness on the City's insurance plan. The following program components will be included within this Wellness Program effort:

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

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

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

    On-Site Testing

    Participants wishing to take advantage of convenient on-site testing will be asked to register, in advance, by using the online (www.myinteractivehealth.com) registration tool or by calling Interactive Health at 800-840-6100. The Health Assessment form can be completed on-line, or if not on-line, the form will be provided at the on-site screening. Registering online will include selecting your date, time and location of your on-site tests. On-site tests will be scheduled approximately the last week in **March, 2016** and the first week of **April, 2016** for an approximate two (2) week period.

    Deadlines for On-Site Testing

    Participants shall have from **January 4, 2016 through March 15, 2016** to complete their registration for on-site testing.

LabCorp Testing

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

Deadlines for LabCorp Testing

Participants shall have from **January 4, 2016 thru May 13, 2016** to register for off-site testing at a participating LabCorp. The Health Assessment Form must be returned to Interactive Health and postmarked no later than May 27, 2016. Tests conducted by LabCorp must be completed by **May 27, 2016.**

3. The information compiled within the comprehensive health evaluation will be strictly confidentially maintained between the participant and the Provider. The information obtained shall not be made available to the City , or any other person or organization, including the employee or employee's spouse's own personal medical provider, without written direction and approval of the employee or employee's spouse. The information will also be maintained and only utilized in compliance with Federal HIPAA (privacy) and GINA (genetic information protection) laws.

4. Participants will receive a comprehensive Personal Health Evaluation Report that provides the blood tests results as well as a Personal Health Scorecard. It is strongly recommended that participant share and discuss this information with their personal physician for maximum benefit to the participant and our wellness effort. (This testing shall not substitute for the annual no cost physical each employee is entitled to under the Insurance Plan.)

5. An employee and/or spouse who choose to not participate in the wellness program shall be charge, on a semi-monthly basis, a non-participation fee of twenty five dollars ($25) **per individual**. This fee will be collected with regular premium costs to the medical plan, with a maximum of $50 per month per non-participating employee or a maximum of $100 per month for a non-participating employee and spouse. Fees will be implemented beginning with the first paycheck in July, 2016.

AFSCME
APPENDIX H

DRUG AND ALCOHOL TESTING POLICY

SECTION 1. – The Drug and Alcohol Testing Policy is as follows:

1.1. Drug and alcohol testing shall be conducted according to the policies and procedures outlined below well as all applicable existing federal and Oklahoma state laws and regulations[1], and in accordance with all provisions of the contractual agreement with the bargaining unit. Conditions under which an employee will be tested are:

a. For Cause
b. All employees ***required*** to have a Class A, B, or C commercial driver's license (random testing);
c. Post Accident where:
   1. A traffic citation is issued to the City driver;
   2. Either vehicle is towed from the scene of the accident;
   3. Medical treatment is required; or
   4. The City vehicle is severely damaged.
d. Post-rehabilitation testing;

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

1.3 The City of Norman will pay for all City required drug/alcohol testing as required for the proper administration of this policy. (Potential employee cost outlined in Section 3.4 b).

1.4 Failure to submit to a required drug or alcohol test is considered the same as a positive test and will subject the employee to disciplinary measures as outlined in the current contractual agreement.

SECTION 2: DEFINITIONS - As used in this policy:

[1] Specifically, the Standards for Workplace Drug and Alcohol Testing Act, Title 3A, Sec. 204(A), as amended by S.B. 143, L. 1993, and the resulting "Drug and Alcohol Testing Rules" approved by the Oklahoma State Department of Health.

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

2.2 “Alcohol” means ethyl alcohol or ethanol.

2.3 “Board” means the State Board of Health.

2.4 The City” means the City of Norman.

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

2.6 “Department” means the State Department of Health for the purposes of this policy; otherwise this means the employee’s department.

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

2.8 “Drug and/or alcohol test” means a chemical test administered for the purpose of determining the presence of a drug or its metabolites or alcohol in a person’s bodily tissue, fluids or products.

2.9 “Employee” means any member covered under this Collective Bargaining Agreement.

2.10 “Employer” means the City of Norman.

2.11 “Random selection basis” means a mechanism for selecting employees for drug and/or alcohol testing that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and

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

2.12 “For Cause” means a reasonable belief that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

a. conduct on the employee's part that suggests impairment or influence of drugs or alcohol.

b. drugs or alcohol on or about the employee's person or in the employees vicinity.

c. a report of drug or alcohol use while at work or on duty.

d. information that an employee has tampered with a drug or alcohol test at any time.

e. evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery or equipment.

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

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

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

SECTION 3: DRUG OR ALCOHOL TESTING – RESTRICTIONS

The City may only request or require an employee to undergo testing under the following circumstances:

3.1. For Cause testing: The City <u>will</u> require an employee to undergo drug or alcohol testing if the employer has a reasonable belief that the employee may be under the influence of drugs or alcohol, including, but not limited to, the circumstances mentioned in Section 2.12 a-e.

3.2. Post-accident testing: The City <u>will</u> require an employee to undergo drug or alcohol testing if the employer has a reasonable belief as a direct result of the employee's use of drugs or alcohol, the employee or another person has sustained a work-related injury or the employers property has been severely damaged, including damage to equipment;

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

3.3. Random testing: The City will require drug and/or alcohol testing on a random selection basis on all employees ***required*** to have a Class A, B, or C commercial driver's license.

a. Testing shall be on a random schedule basis and will include 50% of the employees for drug testing and 10% for breath alcohol testing, per year.

3.4 During the process of testing, if a positive test is received a confirmation test of the initial sample will automatically be done. If the confirmation test is positive the employee will be contacted by the Medical Review Officer.

a. The employee may then request a re-test which shall be at the employee's expense.

b. If notified of a positive test result, the employee will first notify their immediate supervisor who will notify the Human Resources Director. The employee will be required to contact and meet with the City of Norman's Employee Assistance Program (EAP) Counselor. The EAP Counselor shall make an assessment and recommendation for treatment and/or counseling. The EAP Counselor will notify the Human Resources Director of the specific action(s) to be taken. At all times during this process the employee has the right to union representation and/or to request a hearing, as in any other type of disciplinary procedure.

c. If the employee refuses to submit to a required drug or alcohol test, refuses to comply with the EAP Counselors treatment plan or again tests positive at anytime during their employment, the employee shall be placed on suspension with pay and termination proceedings shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

3.5 Return to work: An employee may return to work after completing

the treatment requirements and upon the recommendation of the EAP Counselor, and has a negative return to duty drug test. The lab shall take appropriate steps to ensure the integrity of the testing process.

3.6 Post-rehabilitation testing: The City will require an employee to undergo drug or alcohol testing without prior notice for a period of up to two (2) years commencing with the employee's return to work, following a confirmed positive test, or following participation in a drug or alcohol dependency treatment program under the employee benefit plan or at the request of the employer. The lab shall take appropriate steps to ensure the integrity of the testing process.

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

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

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

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

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

b. The presence of any drug other than the drug or its metabolites that the employer requested be identified and for which a

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

SECTION 5: DISCIPLINARY ACTION

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

5.2 The City may take disciplinary action against any employee who refused to undergo drug or alcohol testing conducted in accordance with the provisions of the current bargaining unit contract.

5.3 An employee who has an initial positive test result, absent extreme circumstances, shall not be subject to any disciplinary action. An employee who has a second positive test result after a clean test for return to work, as defined in this article, shall be subject to discipline, including discharge, in accordance with the provisions of the current bargaining unit contract. In the event of such test results, the employee shall have the opportunity to have additional testing done on the sample and shall have the opportunity to explain the results.

APPENDIX I
CITY/AFSCME FYE16 CONTRACT
NEGOTIATIONS TENTATIVE AGREEMENT FOR
CONTRACT SETTLEMENT

1. This Summary of Tentative Agreements resolves the collective bargaining agreement between the City of Norman and the American Federation of State, County, and Municipal Employees Local 2875 (AFSCME) for the time period of 7/1/15 to 6/30/16 (FYE16). If this tentative agreement is accepted by AFSCME membership and the City, then any pending or future proceedings to resolve the FYE16 Collective Bargaining Agreements between the City and AFSCME will be considered moot and of no force and effect.

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

   - **Article 20 – Sick Leave –** Adding language to Section 4 that was approved in FYE15 but was never added to article.

   - **Article 32 – Group Insurance Coverage**- Date change in Section 6 and adding a new Section 7 regarding reopening this article, if mutually agreed, as well as Appendix F and/or F-1 if determined necessary do to the Affordable Care Act.

   - **Article 36- Term and Amendment of the Agreement**- Updated dates.

   - **Article 38– Selection Process–** Language updated to reflect current practices regarding modifying the length of time a vacant position is posted if agreed upon in writing by the Union President and the Human Resources Director.

   - **Appendix F - Benefit Schedule –** Updated language to clarify emergency room benefits as required by the Affordable Care Act. <u>No benefits were affected.</u>

   - **Appendix Fl -Health and Dental Premiums**- Corrected contract to reflect premiums <u>currently being paid</u> by AFSCME members as of July 1, 2013.

   - **Appendix G- Wellness Program**- Updated testing dates and deadlines.

   - **Wages**- Roll the FYEI5 pay plan and provide a stipend of $600 for those employees who are eligible to receive a merit increase in FYE16; and a $750 stipend for those employees who were in the top step of their pay range as of June 30, 2015.

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

TENTATIVE AGREEMENT

Gala Hicks, Director of Human Resources

12/22/15

Henry Baskeyfield, AFSCME President

12-22-15

Date