

*Collective  
Bargaining  
Agreement*

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*Fiscal Year  
~~2023-2024~~  
2024-2025*

*Between*

THE CITY OF OKLAHOMA CITY

*and*

AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
LOCAL 2406

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## ARTICLE 1

### PURPOSE OF AGREEMENT

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

## ARTICLE 2

### RECOGNITION

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

- (a) Employees in Addendum A shall be covered by this Contract, with the exception of all employees in the Offices of the City Manager, Municipal Counselor, Human Resources, Finance, Information Technology and City Auditor.
- (b) However, employees of the Print Shop section of the Office of the City Manager, the Procurement section of the Finance Department, Senior Customer Service Representatives in the City Treasurer's Office, and employees in Addendum A who are currently assigned to the Information Technology Department Public Safety Communication Division will be covered by this contract.
- (c) The Union and its members, including those assigned to 911, agree to a prohibition of any kind of job action, including participation in strikes, work slowdowns, improper mass absenteeism, or work stoppages, and are prohibited from sanctioning or endorsing such acts. In consideration of this prohibition, the City agrees that during the term of this Agreement, the City shall not lock out members of the Bargaining Unit.

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

**2.2.1** The new hire probationary period for 911 Dispatcher Trainee is one (1) year. Individuals hired as 911 Dispatcher Trainees from outside the City organization will not have access to either the grievance process in the AFSCME Collective Bargaining Agreement or the City of Oklahoma Personnel Policies until completing the one (1) year probationary period, or a minimum six (6) months of probationary period if it is determined by management that the employee should be promoted from probationary status prior to the expiration of the one (1) year period. Employees selected as 911 Dispatcher Trainees from within the City organization will be afforded access to the provisions of this

Contract. However, the probationary period set forth in Article 10, Section 10.5 shall be extended from six (6) months to (1) year for employees selected through transfer or promotion as 911 Dispatcher Trainees.

**2.3** Temporary, seasonal, and part-time employees will not be afforded access to the provisions of this contract.

### ARTICLE 3

#### AUTHORITY AND TERM

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

**3.2** This Agreement shall be effective July 1, ~~2023~~2024, and shall remain in full force and effect through the 30<sup>th</sup> day of June, ~~2024~~2025.

**3.3** The term of the contract shall not extend beyond June 30, ~~2024~~2025. If either party desires to modify this Agreement it shall notify the other in writing no later than February 28, ~~2024~~2025.

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

**3.5** In the event that the Union and the City are unable, after sixty (60) days from and including the date of the first negotiations, to reach a successor agreement, any and all unresolved issues may be submitted to non-binding interest arbitration upon the request of either party. Arbitration shall be conducted using the following procedure with any modifications to which the parties may agree:

A. After said 60 day period has expired either party may give notice to the other party of interest arbitration. The parties may continue bargaining after notice and prior to the interest arbitration hearing.

B. In the event the interest arbitration procedure is invoked and not completed prior to the expiration date of this contract, the existing contract shall be placed on the City Council agenda and recommended for extension through the following fiscal year, or until a successor agreement is reached, whichever shall occur first.

C. The party requesting arbitration shall request a list of five arbitrators from FMCS from which to select an arbitrator.

D. The parties shall have 10 days from receipt of the list to strike the list and select an arbitrator. The party requesting arbitration shall make the first strike from the panel of arbitrators.



E. The arbitrator shall call a hearing to be held within 60 days of the arbitrator accepting the appointment, giving at least 30 days' notice in writing of the time and place of the hearing. [From § 8.4(b)].

F. Seven days before the arbitration hearing the parties shall exchange with each other and the Arbitrator an offer on each unresolved issue.

G. The parties shall use mediation procedures to resolve any remaining issues before an arbitration hearing is scheduled. The parties may agree to use a FMCS mediator, or use the procedures for selection of an arbitrator, set forth in paragraphs (C) and (D) of this section. Mediation shall be completed prior to arbitration.

H. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and production of books, records, and other evidence relative or pertinent to the issues presented for determination. [From § 8.4(b)].

I. The arbitrator shall not be bound by either party's offer but shall consider normal interest arbitration standards, evidence accepted in the hearing, stipulations of the parties, and ability to pay in making the decision. The party wishing to change the language will always bear the burden of persuasion.

J. The hearing conducted by the Arbitrator shall be concluded within 5 business days from the time of commencement, and neither party shall be permitted more than 2.5 days for their case in chief. The parties may submit a final position statement to the Arbitrator within 20 days after the record of the proceedings is prepared. The Arbitrator shall render their decision within 20 business days of receipt of the parties' final position statements. The Arbitrator's jurisdiction shall expire upon the issuance of the decision to the parties.

K. Within five (5) business days after receipt of the Arbitrator's decision the parties shall return to the table to consider the recommendations of the Arbitrator. If they are able to agree on a successor agreement, it shall be submitted to the City Council for consideration.

If there are not tentative agreements for a successor agreement, the City Council may either adopt the recommendation of the Arbitrator on the unresolved issues as the collective bargaining agreement of the parties; or direct the parties to return to the bargaining table and continue negotiations.

L. If the parties cannot reach agreement within 60 days after being directed back to the bargaining table by the City Council after consideration of an Arbitrator's decision, then the existing contract shall remain the contract of the parties.

M. Reasonable expenses of the arbitrator shall be shared equally between the parties.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

**4.1** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation with the rights of the City.

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

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

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

The City's Human Resources Department will provide the AFSCME Local 2406 President, or designee, a copy of the following documents issued or published during the term of this agreement:

1. Human Resources Bulletins (formerly known as Personnel Services Bulletins);
2. Documents distributed to all City employees, including benefit information;
3. Vacancy notices for positions covered by this CBA;
4. Any changes to City-wide policies and procedures;

Department Heads will provide copies of changes to their department/division policies, and the reasons therefore, to the AFSCME Local 2406 President, or designee.

## ARTICLE 5

### BARGAINING UNIT SECURITY

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

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

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

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

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

out governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

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

**5.5** Written notice shall be directed to the Chief Human Resources Officer (CHRO) not less than five (5) working days prior to the day and time that members of the AFSCME executive board or an employee the executive board desires to be absent from assigned duties and to conduct bona fide union business. Approval of such time shall be at the discretion of the CHRO and will not normally exceed a bargaining unit total of 700 hours per fiscal year and further shall depend on the workload of the affected employee and the ability of the City to leave said work undone. The 700 hour maximum shall not apply to approved release time for bargaining team members to attend formal bargaining sessions, nor shall the limit apply to departmental (job site stewards) who attend pre-determination hearings for employees within the same department. The limit shall not apply to approved release time for time spent in Labor/Management Committees by approved committee members. Release time to attend Pre-determination meetings will require 24 hours' notice.

Time spent attending Step 3 grievance review meetings and arbitration hearings, as provided for in Article 8, herein, shall be paid time for employees who are the subject of the grievance, but the same time shall not be deducted from the bank of union business time. Time spent in grievance preparation by AFSCME is not paid time. Time spent by employees who have been terminated or employees called to testify as witnesses when off-duty is not paid time.

In the event a previously scheduled Step 3 grievance review meeting has to be rescheduled at the request of AFSCME, its representatives or the employee who is subject of the grievance more than twice, the hours spent attending any subsequent grievance review meetings related to the same grievance shall be deducted from the bank of union business time.

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

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

**5.8** It is understood that the Union President shall serve in the assignment of the Union Liaison at the salary range set forth in Addendum A, on a temporary basis. When an employee ceases to be AFSCME President they will return to their former classification at their previous rate of pay or step. If an employee receives step increases while serving as Union Liaison, they will be

returned to their previous pay range at the step corresponding to the number of merit steps received while serving as Union Liaison.

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

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

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

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

**5.11** The City agrees to deduct from the wages of any employee who is a member of the bargaining unit, a deduction for the Political Action Committee, AFSCME PEOPLE, which has been designated by AFSCME Local 2406, provided that said employee has executed a voluntary written authorization for said deduction. Such authorization may be revoked by the employee at any time by giving written notice to the City and Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made, the amount deducted during the period covered by the remittance, and the date of each such deduction during the period.

## **ARTICLE 6**

### **PROHIBITION OF STRIKES**

**6.1** The Union shall neither cause nor counsel any person to hinder, delay, limit or suspend the continuity or efficiency of the Employer's function, operation or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any person to participate in any illegal job action such as strike, slowdown, mass resignation, mass absenteeism or any type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct, by providing funds, financial and other assistance for the conduct or direction



of such activities, or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities; provided however that the Union may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of Agreement where the acts or action herein before enumerated are not caused or authorized directly or indirectly by the Union.

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

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

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

## **ARTICLE 7**

### **MUTUAL RESPONSIBILITY**

**7.1** Each party acknowledges that it will comply with any and all obligations it may have in all aspects of employment as required by Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, as amended, the Civil Rights Act of 1991, and the Family and

Medical Leave Act of 1993, as amended. The parties further agree that applicants and employees shall be treated without bias regarding race, color, religion, sex, gender, sexual orientation, age, disability, national origin, political or union affiliation. Each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this Agreement.

**7.2** In the event that any portion of the Contract shall be determined as in conflict with the statutory or administrative provisions identified in Section 7.1, above, or, should a provision of this contract in any manner negatively or adversely affect the Employer's compliance with the provisions of Section 7.1 above; then, in either of these particular situations, the conflicting provision of this contract shall become null and void, without legal effect whatsoever and not withstanding prior dealings, traditions or status quo positions.

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

- (a) Such meetings shall be held not more frequently than once each calendar month.
- (b) Such meetings must be attended by the Business Agent of the Union or designee and not to exceed an additional two (2) members of the Union, the Chief Human Resources Officer (CHRO) of the City and/or other designated representatives of the City.
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subject the party serving such notice wishes to discuss. If both parties have a subject they wish to discuss, they shall exchange agendas prior to such meeting.

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

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

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

**7.5** Pre-determination meetings must be conducted in situations where disciplinary action in the form of suspension, demotion or termination may result. All pre-determination hearings will be scheduled at least 48 hours in advance of hearing, with written notification to the employee. The Pre-determination notice will inform the employee that they may participate in the Pre-determination hearing but will not be required to do so. In the event an employee chooses to forego participation in the Pre-determination hearing, management will make a decision without the employee's participation, but the employee will not be deemed to have waived any rights under this contract. The City shall notify the Union of any final disciplinary action taken in departments where the provisions of this Agreement apply and the disciplinary action is considered an open record under Oklahoma law. It is understood that such information will only include the employee's name, department, division, and section; the date and nature of the infraction; and the final disciplinary action. If the employee requests a Union representative as provided for under the Weingarten Doctrine, the Union representative will be authorized to attend the hearing, except that the Union reserves the right to provide legal counsel and witnesses. In the event an additional Union representative attends the hearing, the Union must designate only one representative to serve as the spokesperson on behalf of the employee. Notice shall be sent to the Union President through electronic correspondence (e-mail) so the Union has time to request Union Leave for a representative. Release time for Union representation and employee witnesses must be requested 24 hours in advance. The proceedings shall be conducted by management as a due process fact finding, not as an advocacy appeal hearing. The City will provide employees all due process required under federal law.

**7.6** Disciplinary suspensions shall be applied in hours. Each day of suspension shall be counted as eight (8) hours.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**8.1** It is the declared objective of the parties to encourage the prompt and informal resolution of employee grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances. The grievance procedure belongs to the City and the Union. This contract is not intended to and does not restrict any employee rights or remedies under Federal or State law in effect at the time a claim arises. The Union, or the Union on behalf of any employee, may file a grievance, as hereinafter defined, and shall be afforded the full protection of this Agreement. The Union Executive Board, or designee, has sole discretion to authorize the legal or other representation of any employee in this grievance procedure. If at any time when pursuing adjustment under this grievance procedure an employee rejects representation by the Union and elects personal representation not authorized in writing by the Union Executive Board, or designee, the employee shall: 1) be responsible for all fees of the personal representative and 2) shall not have any further access to the procedural steps in Section 8.3 of this Article.

The grievance procedures delineated in this Agreement and Article 1300 of The City of Oklahoma City Personnel Policies are the exclusive remedies for an employee with respect to their disciplinary action, suspension or discharge. The grievance procedures referenced above are mutually exclusive. An employee covered by this Agreement must affirmatively choose and attest to in writing, prior to



Step II outlined below in § 8.3, which grievance procedure the employee wishes to utilize, and once an employee chooses one of the aforementioned grievance procedures, the employee forfeits all access to and rights under the other grievance procedure not selected (see Addendum F, which must be submitted with the grievance form).

**8.2** No matter shall be entertained as a grievance hereunder unless it is initiated at Step II, outlined below in §8.3, with the other party within fifteen (15) calendar days after the occurrence, as hereinafter described, of the event giving rise to the grievance. However, where the employee did not know or could not have known of the occurrence of the event giving rise to the grievance within the fifteen (15) calendar day time frame, the employee will not be penalized for failing to satisfy the time requirement. The Executive Board, or designee must, however, file a grievance at Step II within fifteen (15) calendar days once the occurrence of the event is known or should have been known by the employee. The grievance is considered initiated once the written official grievance form, fact sheet, and Addendum F has been submitted by the Executive Board, or designee, to the department head and the Human Resource Department as more fully outlined below in §8.3, Step II.

A grievance related to a suspension, demotion, or discharge will skip Section 8.3, Step I.

**8.3** Any controversy between the Employer and the Union, or the Union on behalf of any employee as described in §8.1 above, concerning the interpretation, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment, may be an occurrence giving rise to a grievance which shall be adjusted in the following manner:

**STEP I** The controversy may be discussed informally by the employee involved with the Division Head. The employee's job site steward or Local Union representative shall be present at said discussion, if the employee so desires. This discussion shall not delay the fifteen (15) calendar day limit for filing a grievance pursuant to Section 8.2.

**STEP II** (a) If the controversy is not resolved by the provisions of Step I, the Union Executive Board, or designee, shall consider the merits of the grievance and shall have sole authority to determine whether to file the grievance. If the Executive Board, or designee, decides to file the grievance, it shall then submit an official grievance by forwarding a written official grievance form, fact sheet, and Addendum F to the employee's Department Head and the Human Resources Department for adjustment within the time prescribed in Section 8.2 above. Each grievance shall include the facts regarding the controversy, including but not limited to, who is affected, when the event leading to the grievance happened, where it happened, which specific provision(s) of and/or terms and conditions of employment contained in the Collective Bargaining Agreement that the Union alleges has been violated, and the Union's requested resolution to the

grievance.

- (b) The Department Head shall submit their answer to the Union President at their place of business at AFSCME Local 2406 with a copy to the Human Resources Department within ten (10) business days of the receipt of the grievance. It shall be the Union's responsibility to communicate the same to the employee involved. If the Department Head fails to respond to the grievance within the ten (10) business days, the grievance shall be considered denied and the Executive Board may advance the grievance to the third step of the grievance procedure.

### **STEP III**

If the grievance has not been settled at Step II, the Executive Board shall have fifteen (15) calendar days to further consider the merits of the grievance and determine, in their sole authority, whether to advance the grievance to the Chief Human Resources Officer (CHRO), or designee, for review and possible resolution. The CHRO, or designee, shall submit a written response to the Department Head and the Executive Board, or designee, regarding the grievance within twenty (20) business days of the later of (1) the receipt date of the grievance, or (2) the date the CHRO, or designee, concludes a grievance investigation, file review, and/or grievance review meeting process.

It shall be the Union's responsibility to communicate the written response findings to the employee involved. Procedures and guidelines for the grievance investigations, file review, and/or grievance review meetings shall be established by the CHRO, or designee.

If the grievance is unresolved at this step, the President, or designee, may proceed to Step IV within five (5) business days of receipt of the CHRO's, or designee's, written response.

### **STEP IV**

If the grievance has not been settled by the provisions of Step III, the President, or designee, shall send the grievance within five (5) business days to the City Manager for adjustment. The City Manager shall submit their answer to the CHRO, the Department Head, and the President, or designee, within seven (7) business days. It shall be the Union's responsibility to communicate the same to the employee involved.

**8.4** If the City Manager and the Union Grievance Committee have not settled the grievance at Step IV the City, the Union, or the grievant shall have twenty (20) calendar days to provide written notice to the other party that the grievance is being advanced to arbitration (the final

step in the grievance procedure) for adjustment as follows:

- (a) Within seven (7) calendar days of notice of advancement to arbitration, the Union or Employer shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within seven (7) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall alternately strike the name of one (1) arbitrator from the list of five (5), until one (1) name remains, with the grieving party making first strike from said list. If a request for an arbitration panel is not made within forty-five (45) calendar days from the date of the Step IV decision, the right to request a list of arbitrators or proceed further in arbitration shall be forfeited. It is the obligation of the Union, or grievant, to contact the selected arbitrator within thirty (30) calendar days after the selection of the arbitrator to advise of their selection.
- (b) The arbitrator shall communicate with the parties available hearing dates and the parties shall agree, within thirty (30) business days after the date of the communication, on a hearing date.
- (c) The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and production of books, records, and other evidence relative or pertinent to the issues presented for determination.
- (d) The arbitrator shall issue an award pursuant to FMCS Policies and Procedures (29 CFR § 1404.14).

A copy of said award shall be mailed or otherwise delivered to the parties.
- (e) With respect to the interpretation, enforcement, or application of the provisions of this Agreement, which do not relate to the statutory and charter authority of the City Council and the City Manager, the decision, findings and recommendation of the arbitrator shall be final and binding on the parties to this Agreement.
- (f) The cost of the arbitrator shall be shared equally between the parties. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.
- (g) If neither the Union nor grievant proceed to arbitration pursuant to this section, the employee grievance is considered resolved at the prior step and the employee's exclusive contract remedy extinguished.

**8.5** The President or Vice President may report an impending grievance to the CHRO in an effort to forestall its occurrence.

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

- (a) The time limits in which a grievance is first presented as set forth in Section 8.2 in Article 8 of the contract are to be strictly observed. If the grievance is not presented within the time limits set forth in Sections 8.2, the grievance is not timely and will not be considered. There is no right of access to any of the grievance procedures unless the initial presentation of the grievance is made within the time limits set forth in Section 8.2.
- (b) If the City fails to respond to a grievance within the time set forth in Steps I, II, III, and IV of Section 8.3 of the contract, the Executive Board, or designee, may presume the City has denied the Union's request for adjustment and advance the grievance to the next step. The Executive Board, or designee, shall notify the City, in writing, when a grievance has been advanced to the next step because of the City's failure to respond.

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

- (c) Any deadline for a Union response at any stage in this Grievance Procedure that falls on a day on which the Union President is on approved leave of two or more days that was approved prior to the grievable event, shall be tolled until the third business day after the President's return from leave.
- (d) If the grievance has not advanced to the next available step within the time period set forth after the City's response to the grievance, the grievance shall be considered settled, and the right to proceed further in the grievance procedure shall be forfeited.
- (e) Nothing in this agreement shall inhibit the parties' ability to extend time limits set forth in Article 8 of the contract, as set forth in Section 8.6.

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

**8.8** It is understood and agreed that when an employee, files a grievance with respect to a disciplinary action, suspension, demotion or discharge, the act of filing such grievance shall constitute the employee's authorization of the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the alleged offense and the contents of the employee's personnel file. The filing of the grievance further constitutes a release of the City from any and all claimed liability by reason of such disclosure.

## **ARTICLE 9**

## **RESERVED**

## **ARTICLE 10**

## **PROMOTIONS**

**10.1** *Posting of Vacancies* - All full-time promotional positions shall be posted for a minimum period of five (5) working days. *Promotional positions* are defined as positions that are promotional within a job family as established by the Human Resources Department. When full-time promotional positions are posted publicly, preference will be given as specified in 10.2 below.

**10.2** *Preference in Screening Procedures* - Preference is defined as one group of applicants being considered before the next group of applicants being considered. Seniority shall be given weight, but not exclusive weight, in all selection procedures for positions in Addendum A. Employees (without considering union or non-union affiliation) who possess the minimum qualifications as listed in the job requirements of approved job descriptions shall be screened into the selection procedure in the following manner: major division, department, City-wide full-time employees, part-time/year-round employees, then external applicants. For the purposes of this Article, a major division shall be defined as an organizational unit comprised of fifty (50) or more budgeted positions. This order of preference shall also be applied to new classifications/titles created through a comprehensive classification and compensation study, through the budget process and/or departmental reorganization.

**10.2.01** The parties shall each appoint two (2) members to a promotional committee to evaluate promotional procedures, including what weight should be given to seniority in promotions. The committee shall meet at the request of either the Union or the City. Any recommendations of the committee shall be delivered to the spokesperson of each bargaining teams on or before April 1.

**10.3** *Passing Scores* - Passing scores for selection procedures shall be seventy percent (70%). At the applicant's request, the Human Resources Department will meet with the applicant and provide the applicant with the applicant's test scores and information about areas needing improvement. However, the selection procedure documents will not be viewed by the applicant and specifics by test item will not be provided. Employees may test for the same job classification only twice in the same twelve-month period unless they provide verification of additional related training or education.



**10.4** *Eligibility Lists* - Eligibility lists shall be established for all the classifications listed in Addendum A provided, however, that separate eligibility lists may be created for positions requiring operation of heavy equipment/equipment with implements or skilled trade specific to a department. Names on eligibility lists shall be sorted in the following manner: major division, department, and City-wide full-time employees; part-time/year-round employees; then external applicants and by seniority of full-time employees within those groups. Eligibility lists shall be maintained for a period of 180 days from the date of completion per selection process(es) for all classifications listed in Addendum A. Vacancy announcements may be posted at any time to supplement the names on existing eligibility lists and will be posted as specified in 10.1 above.

**10.4.01** The Chief Human Resources Officer (CHRO) shall have the authority to revoke an existing eligibility list and establish a new list when all candidates left on the list have been determined to be unsuitable.

**10.5** When an employee is awarded a job under the provisions set forth in this Article, the successful bidder shall be on job probation for a period of six (6) months in this new classification, except for 911 Dispatcher Trainee (refer to Article 2, Subsection 2.2.1), and may be removed there from at any time the employee demonstrates that the employee is or will be unable to satisfactorily perform the requirements of the employee's job. If so removed, the employee shall be returned to the last previous job classification the employee had permanently occupied. Additionally, an employee has the option to go back to the employee's previously held position within 3 days of promotion.

**10.5.01** Whenever a position is posted under the provisions of this Article with a vacancy announcement prepared by the Human Resources Department, such vacancy announcement shall be sent to departments for distribution to work sections and made accessible to employees via the City of Oklahoma City's website.

**10.6** If the acting assignment is anticipated to be for a period of time greater than four (4) weeks, management will request other bargaining unit members who possess the qualifications required for promotion into the position to express interest in the acting assignment. If more than one such employee expresses interest in an "acting" assignment, the assignment will be rotated every four (4) weeks in order of seniority among those employees.

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

1. AFSCME Bargaining Unit employees that elect to enter a new pay plan such as Police and/or Fire shall be notified that upon entering the new employment status they shall forgo any employment status previously enjoyed with The City of Oklahoma City. Upon movement to the new employment, the individual shall be paid any accrued vacation and sick leave as appropriate and shall begin as a new employee under the terms and conditions of the new employment.

2. If the employee then fails to meet the terms and conditions of the new employment, the individual can apply for employment having no preferential treatment given.
3. If the employee promotes into a management position and fails to successfully meet the terms and conditions of the promoted position, or chooses to demote within three (3) months from date of promotion, and the job classification previously held is not filled, the employee will have the right to return to that previous classification at the employee's previous pay rate. However, if the employee has served more than three (3) months in the promoted position, the employee must compete for any vacant bargaining unit positions.

## **ARTICLE 11**

### **RIGHT TO CLASSIFICATION REVIEW**

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

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

In the event an employee feels that their actual work is not in conformity with their job specification, the employee may request a review of their position classification through their supervisor and Department Head, outlining in writing, on the form specified by the Chief Human Resources Officer (CHRO), their job duties. If a field job audit is necessary, it shall be done by the Human Resources Department and any reclassification shall be in conformance with the Oklahoma City Personnel Policies.

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

When the City conducts a job classification/compensation study, the City and bargaining agent agree to fully cooperate with the consultant's efforts to ensure an expeditious conclusion. The parties will review and discuss the consultant's study recommendations.

## ARTICLE 12

### SAFETY

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

**12.2** No supervisor will require an employee to perform an assignment that may be hazardous to their health or safety.

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

The Safety Committee Chairperson shall be an employee of the Risk Management Division. The Safety Committee shall meet when called by the Chairperson or majority of the Committee.

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

## ARTICLE 13

### REDUCTION IN FORCE

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

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

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

**13.4** Employees who are identified for possible layoffs may be transferred to a vacancy in their classification, class series or previously held position. This type of placement will be handled by seniority and by the ability to perform the duties of the position within a one (1) month training period, and may involve testing or other selection procedures. Pay rates shall be adjusted to the nearest step available in an effort to preserve the employee's current rate of pay as closely as possible. However, rates will not exceed the top step of the assigned range.



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

**13.6** Employees remaining after the above-stated procedure will then be allowed to bump a less senior employee within their classification or related class series provided they can perform the duties of the position within a one (1) month training period.

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

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

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

## **ARTICLE 14**

### **MANPOWER UTILIZATION AND PRODUCTIVITY**

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

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

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

to cover two (2) shifts, regardless of the number of hours the employee worked in the shift.

**14.4** 911 Dispatcher I and 911 Call Taker employees selected by management to serve as trainers for 911 Dispatcher Trainee employees will receive a trainer incentive pay of three dollars (\$3.00) per hour, in addition to their regular rate of pay, for each hour they actually provide required training or perform responsibilities directly related to required training. Management shall have sole discretion to select and assign 911 Dispatcher I and 911 Call Taker employees to trainer status. A 911 Dispatcher I or 911 Call Taker employee serving in the trainer capacity shall continue to serve in said capacity until there are no more 911 Dispatcher Trainee employees assigned to them, at which time the 911 Dispatcher I or 911 Call Taker employee will no longer serve as a trainer and will not be eligible for the trainer incentive pay. A 911 Dispatcher I or 911 Call Taker employee's trainer status and resulting trainer incentive pay eligibility may be removed at the discretion of management at any time. Employees in the 911 Dispatcher II classification shall not be eligible for the trainer incentive pay provided for in this section.

PSC Dispatcher Trainees may be removed from the PSC Dispatcher Trainee classification at any time they demonstrate that they are or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous job classification they had permanently occupied.

Training status must be pre-approved by Management and agreed to by the individual Trainer in writing in order to establish the period of eligibility for training pay. Individuals serving in the trainer capacity shall continue to serve in said capacity until there are no trainees, at which time they will no longer serve as a trainer. An individual may be removed as a trainer at the discretion of management.

## **ARTICLE 15**

### **EMPLOYEE ASSISTANCE PROGRAM**

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

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

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

#### ***References***

Oklahoma State Law, Title 37 and Title 63

Federal Controlled Substances Act, 21 U.S.C. 812

City of Oklahoma City Personnel Policies

Drug Free Workplace Act of 1988, Public Law 100-690 (1988)

## ARTICLE 16

### SICK LEAVE

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

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

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

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

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

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

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

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

usage within a reasonable time prior to reaching the 130-hour threshold of non-extended sick leave usage.

**16.6 Sick Leave Donation:** In the event of an FMLA qualifying illness or non-job related injury to an employee or a member of an employee's immediate family (as defined under the Family and Medical Leave Act) requiring the employee to miss work, and who has exhausted their sick leave, vacation leave, and compensatory time, the employee may accrue additional donated sick leave beginning with the initial date of the FMLA qualified leave of absence. Donating employees should have 240 hours of accrued sick leave available in order to be eligible to donate. Donated sick leave will be on an hour for hour basis. The maximum amount of sick leave that can be donated to a single employee per fiscal year by any one employee shall be twenty-four (24) hours. Donated sick leave shall not extend the 12 weeks of leave permitted under the Family and Medical Leave Act.

The donated leave shall be used in the order it is donated. Should the injured or ill employee return to work, retire, resign, or expire with a balance of donated sick leave, the unused donated leave shall revert back to the employee who donated the leave.

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

**16.8 On The Job Injuries:** An employee injured on the job shall be provided medical treatment in accordance with the State of Oklahoma workers' compensation laws and workers' compensation procedures approved by the City Council. A full-time employee injured on the job shall continue to receive regular salary, or rate of pay during absence from work, in lieu of total temporary disability (TTD) not to exceed a period of one thousand forty-four hours (1,044) for each injury event or occurrence, including those that result in multiple injuries arising out of a single injury event or occurrence. Court-ordered disability compensation shall not duplicate City earnings.

**16.9 Sick Leave Conversion:** Employees will be permitted to convert up to a maximum of forty (40) hours of sick leave to vacation leave during the fiscal year. Sick leave can only be converted by employees who have not reached the maximum vacation leave accrual and who have a minimum of 80 hours of accrued sick leave available. Converted sick leave must be used, with supervisor approval, in the same pay period in which it is converted. Sick leave must be converted in a minimum of two (2) hour increments.

## ARTICLE 17

### INSURANCE

**17.1** The parties agree that the level of benefits provided to employees covered by this Agreement in plan year ~~2024~~2025 will be equal to or better than the level of benefits offered for

health care plan year ~~2023~~2024. For benefits available under the provided plan(s), members should refer to the Summary of Benefits and Coverage plan documents maintained by the Total Rewards Division of the Human Resources Department, as well as Addendum D from the FY 2022-2023 Collective Bargaining Agreement of the parties. A copy of the Benefits and Coverage plan documents shall also be provided to AFSCME once it has been created.

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

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

The parties agree to continue dental coverage with no changes and at no additional cost to the City. If an indemnity dental program is available, in FY 2022-2023, at no additional cost to the City, bargaining unit employees may elect to participate in the indemnity dental program.

**17.4** During the duration of this Agreement, parties agree to continue participation in the Joint Insurance Committee. Any changes recommended by said Committee which affect members of the bargaining unit shall be presented to the AFSCME negotiating team and members for a ratification vote.

**17.5** The health care plan year is January 1 through December 31. ~~The parties agree, and intend, to eliminate the current HMO in favor of an EPO (Exclusive Provider Organization network) and a PPO (Preferred Provider Organization), however, an HMO plan may continue to be offered.~~

Employees enrolled in the EPO, ~~or the HMO if offered,~~ shall make a monthly contribution of 15% of the actuarial/underwriter recommended premium equivalent, and employees enrolled in the PPO network insurance plan shall make a monthly contribution of 20% of the actuarial/underwriter recommended premium equivalent. Prior to implementation of rates, AFSCME shall have the right to review the data relied on by the actuary/underwriter to arrive at said recommended premiums. For the plan year beginning January 1, ~~2025~~2026, the actuary/underwriter recommended premium equivalents for the PPO and EPO shall be made available to AFSCME by June 15, ~~2024~~2025.

The monthly employee premium contribution shall be divided equally and withheld during the first two pay periods of each month. For FY 23-24~~24-25~~, employees shall be notified of the required premium contribution prior to the annual open-enrollment period. ~~Once those final rates are known and agreed to by the parties for FY 23-24~~24-25~~, the parties shall reduce them to a Memorandum of Understanding and attach it to this CBA. In subsequent years, Employee premium rates for all plans offered under this contract shall be made a part of the CBA as set forth in Addendum D, Insurance Premium Rates.~~



For FY ~~23-24~~24-25, the premium rates and pharmaceutical co-pay rates for the PPO shall be no greater than they were in Addendum D of the FY 22-23 CBA. In addition, the premium rates for the EPO shall be no greater than the rates for the HMO found in Addendum D of the FY 22-23 CBA. Pharmaceutical co-pay rates for the EPO shall be the same as those for the HMO. ~~For FY 23-24, the medical and pharmaceutical premium rates for HMO participants, for plan year 2024, shall reflect an increase over FY22-23 Addendum D rates based on the actual contract rates between the City and the HMO vendor, if any, for plan year 2024.~~

AFSCME members are able to elect participation in any of the plans offered by the City during the open enrollment period.

Should any legal restriction upon the term of this agreement make this section voidable, the parties can reaffirm their intent in a subsequent agreement.

**17.6 SECTION 125 CAFETERIA PLAN** - For fiscal year ~~2023-2024~~2024-2025, the parties agree to continue participation in the cafeteria plan, authorized under Section 125 of the Internal Revenue Code, on the same terms in effect during fiscal year 2022-2023.

**17.7** During times when the City issues Requests For Proposals (RFP) for health insurance for a health care plan year in the future, the City will not select any level of benefit or plan design or carrier for the PPO and/or EPO that results in greater than five percent (5%) negative disruption to members. A member of AFSCME, designated by the AFSCME President, will serve on the City's health insurance RFP selection committee.

## ARTICLE 18

### BEREAVEMENT LEAVE

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

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

## ARTICLE 19

### VACATION

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

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

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

**19.4** All employees with fifteen (15) or more years of continuous service shall accrue vacation leave at the rate of six and two-tenths (6.2) hours per pay period with a maximum accrual of Four Hundred (400) hours.

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

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

## ARTICLE 20

### HOLIDAYS

**20.1** All employees covered by this agreement shall receive holiday leave for the observed holidays listed below; with the exception of employees in the Solid Waste Division of the Utilities Department as described in §20.1.01.

Employees who are not required to report to work on an observed holiday because of their regular work schedules shall, unless falling within the provisions of Section 20.4, receive another day off in lieu of the observed holiday. The day off in-lieu of an observed holiday must be approved in advance and taken within 180 days or before the end of the current fiscal year, whichever occurs first, excluding days off in lieu of Memorial Day and Juneteenth. Days off in lieu of Memorial Day and Juneteenth shall be taken within 180 days of the observed holiday but are not limited to the fiscal year. Any approved day off in-lieu not used within the term specified above will be forever forfeited by the employee.

New Year's Day

Veteran's Day or Armistice Day

Dr. Martin Luther King, Jr.'s Birthday  
Memorial Day  
Independence Day  
Juneteenth  
Labor Day

Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day  
Day before Christmas Day

**20.1.01** Employees of the Solid Waste Division of the Utilities Department shall only receive the following nine (9) holidays: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day or Armistice Day, Thanksgiving, and Christmas. Employees in the Solid Waste Division, who work a four day work week, will receive ten (10) hours exchange time or pay for each City holiday worked, to be taken at such time that is mutually agreeable to the employee and the employee's supervisor during the contract year. Employees may continue to request which type of payment they prefer, subject to divisional revenue as appropriated by the City Council.

**20.2** If any employees of the City of Oklahoma City are granted by Council action, Personnel Policies, and/or collective bargaining Agreements, any additional holidays not listed under Section 20.1 of this Article, then under the same condition, such holidays will be recognized in the ~~2023-2024~~2024-2025 Agreement with AFSCME Local 2406.

**20.3** In an attempt to address scheduling problems concerning holidays, Oklahoma City Police Department supervisors will be allowed to schedule holiday leave time after the holiday has occurred, for bargaining unit employees who are required to work on an observed holiday, provided it is scheduled and taken within the fiscal year quarter that the holiday is earned or the quarter following the quarter in which the holiday is earned and does not extend into another fiscal year, excluding days off in lieu of Memorial Day and Juneteenth. Days off in lieu of Memorial Day and Juneteenth shall be taken within 180 days but are not limited to the fiscal year. Employees who, because of their regular work schedules, are required to work on a designated holiday may also request another day off in lieu of the observed holiday, to be taken after the holiday occurs, provided it is taken within the same fiscal year quarter in which the holiday is earned or in the quarter following the quarter in which the holiday is earned and does not extend into another fiscal year, with the approval of the supervisor. However, days off in lieu of Memorial Day and Juneteenth shall be taken within 180 days of the observed holiday, but are not limited to the fiscal year. It is understood by both parties that the scheduling and taking of holiday leave time will be at the supervisor's discretion. It is further understood by both parties that in no instance will an employee be allowed to take or be scheduled for holiday leave time prior to the holiday actually occurring, and all scheduling will be in compliance with Fair Labor Standards Act (FLSA) requirements concerning forty (40) hour work weeks.

**20.4** Subject to Department and Divisional revenue as appropriated by the City Council, management may elect to pay employees entitled to a day off in lieu under Section 20.1 above holiday leave rather than approve the day off in lieu of an observed holiday, subject to the following:

- a. The employee requests paid holiday leave rather than a day off in lieu of the observed holiday (subject to management approval); or
- b. Unforeseen critical incidents or events, as determined by management, cause a threat



- to continuity of operations; or
- c. Use of days off in lieu of an observed holiday will negatively impact operations, as determined by management, and management has provided AFSCME as well as the affected employees notice no less than 30 days prior to the observed holiday that employees will be paid holiday leave rather than given a day off in lieu of the observed holiday.

## ARTICLE 21

### RETIREMENT BENEFITS

**21.1** The City Council, under Section Chapter 40, Article 3, Section 40-92 of the 2002 Code, shall appoint as one of the ~~four (4)~~ two (2) Council appointees one person from a listing submitted by the Union to serve as Trustee of the Employee Retirement Systems.

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

## ARTICLE 22

### WAGES

**22.1** The Parties agree to use CPI-W (south region) to determine the appropriate adjustment of wages, not to exceed the City's General Fund Revenue growth and subject to the City's ability to pay the adjustment. February of each year is the ending period that will be used for purposes of wages and contract negotiation discussions in FY ~~2023-2024~~ 2024-2025 for wage adjustment consideration for contract year ~~2024-2025~~2025-2026.

**22.2** Effective July 1, ~~2023~~2024, the rates of pay for the various steps (A-M) for each of the ranges of the general pay plan are reflected in the pay plan attached hereto as Addendum B. For FY~~2023-2024~~2025, Addendum B has been adjusted to reflect a ~~six point zero two percent (6.02%)~~ three point six two percent (3.62%) increase in wages consistent with the February ~~2023~~2024 CPI-W (south region). Classification adjustments reflected in Addendum A will take effect on the first pay period following the date the City Council approves the collective bargaining agreement. For those affected positions with incumbents, that will result in the affected employees being placed in the nearest step in the new range with no loss of pay.

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

- (b) Management retains all discretionary rights to assign and designate individual employees to serve 2<sup>nd</sup> and/or 3<sup>rd</sup> shift schedules, which assignments shall not be subject to grievance under Article 8 of this Agreement unless the assignments violate Section E of this Article 22.3.
- (c) Excluding 911 Communications employees, sSecond shift employees shall be paid at ~~50~~75 cents per hour, and third shift employees at ~~75 cents one~~ (\$1.00) dollar per hour, in addition to the shift employee's straight time hourly rate of pay for hours worked during or immediately following their assigned shift, provided that 75% of the regularly scheduled designated work hours of the second or third shift are within the second or third shift period established by department heads.
- 911 Communications employees assigned to Shift Two shall be paid at 55 cents per hour, Shift Three shall be paid at 75 cents per hour, and Shift Four shall be paid at one dollar (\$1.00) per hour, in addition to the shift employee's straight time hourly rate of pay for hourse worked during or immediately following their assigned shift.
- Employees shall receive shift premium pay under the same terms while on paid leave time.
- (d) Shift differential pay shall be in addition to base pay and will be subject to regular rate calculations for overtime pay for time worked over forty (40) hours per work week.
- (e) Changes in shift assignments by management shall not be made for the purpose of imposing disciplinary action and shall not be made for retaliation for the bona fide exercise of legitimate employee rights.
- (f) When new shifts are instituted by management, or a vacancy shift openings occurs, assignments will be offered by City-wide seniority and filled by reverse City-wide seniority subject to the employee's work record for the previous two years.
- (g) Employees who are temporarily assigned to work seventy-five percent (75%) of their hours within the 2<sup>nd</sup> or 3<sup>rd</sup> shifts as defined in 22.4 (a) will be paid the shift differential as described in 22.3(c).

**22.4** All bargaining unit employees are required to receive their bi-weekly paycheck in an electronic format, either through direct deposit or paycard.

## **ARTICLE 23**

### **OVERTIME PAY**

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

Duly authorized paid holiday leave time shall be considered as straight time worked for the purpose of reporting the regularly scheduled 40 hours work week, but not as additional time or overtime worked. This provision shall not interfere with Sections 23.4 or 23.5 of this Agreement. The Employer agrees to give an employee advance notice of any permanent schedule changes from five (5) day work weeks to four (4) day work weeks, or from four (4) day work weeks to five (5) day work weeks.

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

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

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

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

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

**23.7** When employees who are required to appear in court because of the official function of their job and that court time is on their own time, then the amount of time required will be considered as overtime and shall be compensated at the rate of one and one-half (1-1/2) times the

normal rate either in pay or comp time, for a minimum of two (2) hours.

**23.8** Fire Apparatus Mechanics employed as of July 1, 2022, are eligible for 16 hours compensatory leave time for each on-call work week to be taken in accordance with S/FLC-114 FIRE LOGISTICS CENTER OPERATIONS, as amended. Fire Apparatus Mechanics hired after July 1, 2022, shall not receive compensatory time but shall be paid overtime in accordance with Article 23 of this agreement and S/FLC-114 FIRE LOGISTICS CENTER OPERATIONS, as amended.

**23.9** The City agrees to include vacation leave, holiday leave, and compensatory leave time as hours worked for purposes of calculating overtime pay for PSC Dispatchers working in the 911 Center.

## **ARTICLE 24**

### **UNIFORMS AND MANDATED TOOLS**

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

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

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

**24.4** Employees in the Department of Airports, Fire Department, Streets, Traffic and Drainage Maintenance Division and Equipment Services classifications of Master Mechanic (job code #7628), Mechanic Helper (job code #7624), Lead Mechanic (job code #7627), Mechanic (job code #7623), Fire Apparatus Mechanics (job code #7629), Alternative Fuels Mechanic (job code #7641), and Alternative Fuels Master Mechanic (job code #7642) hereinafter referred to as Mechanics, and Fire Equipment Technician (job code #7625) are required to provide their own tools for work. The City requires mechanics to provide particular tools (mandated tools) to work on special equipment that is particular to the needs of the City. Mechanics are required to obtain mandated tools for special equipment, as it is obtained from year to year.

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

Therefore, Master Mechanics, Lead Mechanics, Fire Apparatus Mechanics, Fire Equipment

Technicians, Mechanics, Mechanic Helpers, Alternative Fuels Mechanics, and Alternative Fuels Master Mechanics employed in the Department of Airports, Fire Department, Streets, Traffic and Drainage Maintenance Division of the Public Works Department and Equipment Services Division of the General Services Department will be issued a \$700.00 tool allowance on or about February 15, 2024 to purchase all necessary tools required to work on special equipment acquired during FY 2023-2024.

Management personnel of these named Departments and Divisions will post a list of equipment purchased during FY 2022-2023 and Mechanic personnel will be required to purchase necessary tools within fourteen weeks after receiving the tool allowance.

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

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

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

**24.5** The City agrees to pay the application fee in the amount of \$25 and the background check fee in the amount of \$94 for the haz-mat license endorsement cost associated with the renewal of commercial driver's licenses.

## **ARTICLE 25**

### **PERSONAL VEHICLE ALLOWANCE**

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

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

**25.3** Subject to available funding and space availability, the City will agree to provide paid parking in the Sheridan-Walker parking garage only, for employees who work in the immediate downtown area (City Hall, 420 W. Main Building, Police Department, Municipal Courts, 100 N. Walker Building, Civic Center Music Hall), on a first-come, first-serve basis, or a COTPA bus pass of similar value. If the cost of the bus pass exceeds the cost of paid parking, the employee must pay the difference before the bus pass is issued. The paid parking or bus pass program is not available for employees who currently park in other lots at no cost to the employee. The paid parking and



bus pass program is available during fiscal year ~~2023-2024~~ 2024-2025 only, with an effective date of July 1, ~~2023~~2024, and shall expire on June 30, ~~2024~~2025.

## ARTICLE 26

### TUITION REIMBURSEMENT

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

**26.2** All employees covered by this agreement shall receive tuition reimbursement for college level courses according to the following conditions:

(a) Courses must be taken for credit hours at an accredited college, university, junior college, or vocational/technical school. Courses not taken for credit (course monitoring, etc.) are not covered. Remedial courses taken at an accredited college, university or junior college are eligible for reimbursement even though they do not confer credit hours provided satisfactory completion of the course is documented.

(b) The City will reimburse bargaining unit members 100% of their cost for tuition and mandatory fees for courses which are satisfactorily completed up to a maximum of \$1,250 per semester. Satisfactory completion shall mean a grade of C minus or above or evidence of satisfactory completion in a non-graded course.

(c) In addition to college courses, the Tuition Reimbursement Committee may also reimburse the cost of certain certification testing. The cost for taking the examination to become certified in a number of specializations may be fully reimbursed up to \$1,250. The Tuition Reimbursement Committee will develop a list of certifications that will be reimbursable. Certifications required for an employee's current job will not be reimbursable. Certifications that may provide an employee with potential job advancement would be reimbursable.

## ARTICLE 27

### SAVINGS CLAUSE

**27.1** In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the Courts' decision; and upon

issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

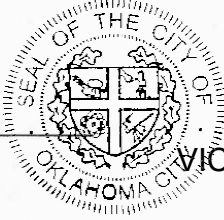
**27.2** This Agreement shall supersede any and all Agreements, written or verbal, existing or previously executed between the City, the AFSCME bargaining group or any individual. No agreement, alteration or modification of any of the terms, conditions or covenants contained in this Agreement shall be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

IN WITNESS WHEREOF, the parties have set their hands this 30th day  
of July, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson  
CITY CLERK



Burhan Peak  
VICE-MAYOR

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

[Signature]  
PRESIDENT

REVIEWED for form and legality.

[Signature]  
ASSISTANT MUNICIPAL COUNSELOR



**ADDENDUM A****General Pay Plan Classifications**

<b><u>PAY RANGE</u></b>	<b><u>JOB CODE</u></b>	<b><u>CLASSIFICATION TITLE</u></b>
414	4925	911 Call Taker
416	4923	911 Dispatcher I
418	4922	911 Dispatcher II
412	4924	911 Dispatcher Trainee
413	5536	Administrative Support Technician
414	5822	Account Escalation Representative
414	7173	Airfield Painter & Maintenance Technician
417	7642	Alternative Fuels Master Mechanic
415	7641	Alternative Fuels Mechanic
418	7640	Alternative Fuels Systems Technician
409	9413	Animal Collections Officer
411	9415	Animal Welfare Officer I
413	9416	Animal Welfare Officer II
415	9417	Animal Welfare Officer III
409	9414	Animal Welfare Representative
409	8210	Aquatics Coordinator
413	7524	Arborist I
415	7525	Arborist II
413	7215	Athletic Field Groundskeeper
414	7654	Aviation Fuel Systems Technician
416	7220	Building Heat and Air Mechanic
417	9014	Building Inspector I
420	9013	Building Inspector II
413	9015	Building Inspector Provisional
414	7221	Building Maintenance Mechanic
415	7223	Building Automation Systems Technician
410	7204	Building Service Worker
414	7132	Carpenter
413	9215	Code Inspector Provisional
415	9212	Code Inspector I
418	9214	Code Inspector II
415	6403	Code Technician
415	7455	Collection and Distribution Operator
414	7453	Collection and Distribution Technician
413	7454	Collection and Distribution Trainee
415	7422	Collection and Distribution Operator, Meter Maintenance

<u>PAY RANGE</u>	<u>JOB CODE</u>	<u>CLASSIFICATION TITLE</u>
414	7421	Collection and Distribution Technician, Meter Maintenance
413	7420	Collection and Distribution Trainee, Meter Maintenance
409	7732	Communications Dispatcher
414	7153	Concrete Finisher
412	7114	Construction Equipment Operator I
414	7113	Construction Equipment Operator II
415	9152	Construction Inspector I
418	9154	Construction Inspector II
413	7105	Crew Chief
407	7110	Crew Worker I
408	7109	Crew Worker II
406	<del>7993</del>	<del>Custodian</del>
409	5307	Customer Service Representative
411	5535	Database Technician
415	9160	Design Compliance Officer
415	7461	Distribution Systems Inspector
417	9114	Electrical Inspector I
420	9113	Electrical Inspector II
417	7143	Electrician
415	6314	Electronic Technician I
417	9174	Elevator Inspector I
420	9173	Elevator Inspector II
413	6225	Engineering Aide I
410	7112	Equipment Operator Provisional
409	7612	Equipment Service Technician
415	7404	Facilities and Plant Mechanic I
417	7403	Facilities and Plant Mechanic II
413	7402	Facilities and Plant Mechanic Trainee
416	7459	Field Customer Service Representative
413	7460	Field Customer Service Representative Provisional
417	7629	Fire Apparatus Mechanic
412	7627	Fire Equipment Technician I
416	7626	Fire Equipment Technician II
412	7655	Fuel Systems Technician
409	7106	Grounds Maintenance Operator I
414	7211	Grounds Maintenance Operator II
408	7108	Grounds Maintenance Operator Trainee
411	9213	Hazard Abatement Technician
411	7115	Heavy Truck Driver

<u>PAY RANGE</u>	<u>JOB CODE</u>	<u>CLASSIFICATION TITLE</u>
413	7515	Horticulture Worker I
414	7516	Horticulture Worker II
417	7144	Industrial Electrician
415	7145	Industrial Electrician Apprentice
419	7140	Industrial Heat and Air Mechanic
409	5804	Inventory Technician
414	7504	Irrigation Technician
411	5309	Lead Customer Service Representative
413	7522	Lead Tree Trimmer
410	7122	Light Equipment Operator
409	7123	Light Truck Driver
413	7162	Machinist
414	7213	Maintenance Supervisor
417	6230	Mapping Technician
414	7152	Mason
416	7628	Master Mechanic
414	7623	Mechanic
411	7624	Mechanic Helper
417	9136	Mechanical Inspector I
420	9137	Mechanical Inspector II
409	9612	Meter Reader
413	9614	Meter Specialist
412	7118	Micro Paver Operator
412	5314	Municipal Court Clerk I
413	5310	Municipal Court Reporter
416	9217	Neighborhood Support Representative
411	7512	Nursery Worker
411	5210	Office Assistant
408	5205	Office Clerk
413	7172	Painter
413	8321	Parking Enforcement Technician
415	7980	Plant Operator I
417	7983	Plant Operator II
413	7981	Plant Operator Trainee
416	7182	Plumber
412	7181	Plumber Helper
417	9134	Plumbing Inspector I
420	9133	Plumbing Inspector II
409	5312	Police Court Liaison

<b><u>PAY RANGE</u></b>	<b><u>JOB CODE</u></b>	<b><u>CLASSIFICATION TITLE</u></b>
416	4242	Police Dispatch Coordinator
414	4243	Police Dispatcher
411	4244	Police Dispatcher Trainee
415	4246	Police Identification Technician I
417	4247	Police Identification Technician II
409	4241	Police Report Clerk
415	4228	Police Service Technician I
417	4229	Police Service Technician II
411	6601	Production Specialist
409	6603	Production Technician
413	5807	Property Room Technician
413	5806	Property and Evidence Technician
415	9135	Provisional Trades Inspector
411	2305	Public Infrastructure Technician
415	7196	Recreational Facilities Technician
410	7101	Refuse Collector I
411	7100	Refuse Collector II
412	7104	Refuse Collector III
409	7199	Refuse Collector Trainee
412	7198	Refuse Equipment Operator
410	5305	Senior Customer Service Representative
412	5803	Senior Inventory Technician
418	7462	Senior Field Customer Service Representative
414	5315	Municipal Court Clerk II
415	6426	Senior Water Quality Technician
413	7615	Service Writer
414	7195	Skilled Trades Worker
411	6154	Survey Aide I
413	6153	Survey Aide II
418	6311	Systems Support Technician I
413	7321	Traffic Crew Chief
415	6123	Traffic Data Analyst
411	6124	Traffic Data Collector
412	7322	Traffic Maintenance Worker
410	7323	Traffic Maintenance Worker Trainee
418	6318	Traffic Signal Technician I
408	7436	Transit Meter Technician
411	7523	Tree Trimmer
411	4240	UCR Clerk

<b><u>PAY RANGE</u></b>	<b><u>JOB CODE</u></b>	<b><u>CLASSIFICATION TITLE</u></b>
420	5007	Union Liaison
411	5308	Utilities Customer Service Representative
414	6435	Veterinary Assistant
413	6423	Water Quality Field Technican
413	6425	Water Quality Technician
412	7448	Water Service Representative
412	7444	Water Service Technician
415	7414	Water Supply Mechanic I
417	7408	Water Supply Mechanic II
413	7416	Water Supply Mechanic Trainee
413	7192	Welder

## Addendum B

### GENERAL EMPLOYEE PAY PLAN 2023-2024

RANGE	A/1	B/2	C/3	D/4	E/5	F/6	G/7	H/8	I/9	J/10	K/11	L/12	M/13
401													
Hourly	12.22	12.67	13.09	13.66	14.19	14.69	15.26	15.79	16.42	17.02	17.64	18.28	18.97
Bi-weekly	977.60	1013.60	1047.20	1092.80	1135.20	1175.20	1220.80	1263.20	1313.60	1361.60	1411.20	1462.40	1517.60
Annual	25515.36	26454.96	27331.92	28522.08	29628.72	30672.72	31862.88	32969.52	34284.96	35537.76	36832.32	38168.64	39609.36
402													
Hourly	12.74	13.25	13.75	14.24	14.78	15.32	15.91	16.51	17.14	17.76	18.41	19.07	19.77
Bi-weekly	1019.20	1060.00	1100.00	1139.20	1182.40	1225.60	1272.80	1320.80	1371.20	1420.80	1472.80	1525.60	1581.60
Annual	26601.12	27666.00	28710.00	29733.12	30860.64	31988.16	33220.08	34472.88	35788.32	37082.88	38440.08	39818.16	41279.76
403													
Hourly	13.35	13.83	14.36	14.92	15.42	16.02	16.62	17.21	17.90	18.56	19.22	19.94	20.63
Bi-weekly	1068.00	1106.40	1148.80	1193.60	1233.60	1281.60	1329.60	1376.80	1432.00	1484.80	1537.60	1595.20	1650.40
Annual	27874.80	28877.04	29983.68	31152.96	32196.96	33449.76	34702.56	35934.48	37375.20	38753.28	40131.36	41634.72	43075.44
404													
Hourly	13.88	14.45	15.00	15.55	16.10	16.70	17.37	18.00	18.69	19.35	20.08	20.78	21.58
Bi-weekly	1110.40	1156.00	1200.00	1244.00	1288.00	1336.00	1389.60	1440.00	1495.20	1548.00	1606.40	1662.40	1726.40
Annual	28981.44	30171.60	31320.00	32468.40	33616.80	34869.60	36268.56	37584.00	39024.72	40402.80	41927.04	43388.64	45059.04
405													
Hourly	14.55	15.08	15.63	16.27	16.87	17.53	18.17	18.85	19.54	20.27	21.00	21.73	22.57
Bi-weekly	1164.00	1206.40	1250.40	1301.60	1349.60	1402.40	1453.60	1508.00	1563.20	1621.60	1680.00	1738.40	1805.60
Annual	30380.40	31487.04	32635.44	33971.76	35224.56	36602.64	37938.96	39358.80	40799.52	42323.76	43848.00	45372.24	47126.16
406													
Hourly	15.80	16.30	16.97	17.64	18.27	18.94	19.68	20.43	21.15	21.95	22.70	23.54	24.41
Bi-weekly	1264.00	1304.00	1357.60	1411.20	1461.60	1515.20	1574.40	1634.40	1692.00	1756.00	1816.00	1883.20	1952.80
Annual	32990.40	34034.40	35433.36	36832.32	38147.76	39546.72	41091.84	42657.84	44161.20	45831.60	47397.60	49151.52	50968.08



407													
Hourly	<b>16.49</b>	<b>17.11</b>	<b>17.76</b>	<b>18.40</b>	<b>19.08</b>	<b>19.84</b>	<b>20.56</b>	<b>21.31</b>	<b>22.09</b>	<b>22.89</b>	<b>23.73</b>	<b>24.59</b>	<b>25.48</b>
Bi-weekly	1319.20	1368.80	1420.80	1472.00	1526.40	1587.20	1644.80	1704.80	1767.20	1831.20	1898.40	1967.20	2038.40
Annual	34431.12	35725.68	37082.88	38419.20	39839.04	41425.92	42929.28	44495.28	46123.92	47794.32	49548.24	51343.92	53202.24
408													
Hourly	<b>17.22</b>	<b>17.83</b>	<b>18.55</b>	<b>19.28</b>	<b>19.95</b>	<b>20.73</b>	<b>21.47</b>	<b>22.30</b>	<b>23.17</b>	<b>23.97</b>	<b>24.87</b>	<b>25.79</b>	<b>26.77</b>
Bi-weekly	1377.60	1426.40	1484.00	1542.40	1596.00	1658.40	1717.60	1784.00	1853.60	1917.60	1989.60	2063.20	2141.60
Annual	35955.36	37229.04	38732.40	40256.64	41655.60	43284.24	44829.36	46562.40	48378.96	50049.36	51928.56	53849.52	55895.76
409													
Hourly	<b>18.01</b>	<b>18.65</b>	<b>19.37</b>	<b>20.05</b>	<b>20.84</b>	<b>21.65</b>	<b>22.44</b>	<b>23.30</b>	<b>24.20</b>	<b>25.06</b>	<b>25.98</b>	<b>26.90</b>	<b>27.92</b>
Bi-weekly	1440.80	1492.00	1549.60	1604.00	1667.20	1732.00	1795.20	1864.00	1936.00	2004.80	2078.40	2152.00	2233.60
Annual	37604.88	38941.20	40444.56	41864.40	43513.92	45205.20	46854.72	48650.40	50529.60	52325.28	54246.24	56167.20	58296.96
410													
Hourly	<b>18.77</b>	<b>19.48</b>	<b>20.20</b>	<b>20.99</b>	<b>21.76</b>	<b>22.61</b>	<b>23.43</b>	<b>24.34</b>	<b>25.23</b>	<b>26.15</b>	<b>27.11</b>	<b>28.08</b>	<b>29.08</b>
Bi-weekly	1501.60	1558.40	1616.00	1679.20	1740.80	1808.80	1874.40	1947.20	2018.40	2092.00	2168.80	2246.40	2326.40
Annual	39191.76	40674.24	42177.60	43827.12	45434.88	47209.68	48921.84	50821.92	52680.24	54601.20	56605.68	58631.04	60719.04
411													
Hourly	<b>19.67</b>	<b>20.41</b>	<b>21.14</b>	<b>21.97</b>	<b>22.74</b>	<b>23.61</b>	<b>24.48</b>	<b>25.40</b>	<b>26.36</b>	<b>27.33</b>	<b>28.33</b>	<b>29.39</b>	<b>30.42</b>
Bi-weekly	1573.60	1632.80	1691.20	1757.60	1819.20	1888.80	1958.40	2032.00	2108.80	2186.40	2266.40	2351.20	2433.60
Annual	41070.96	42616.08	44140.32	45873.36	47481.12	49297.68	51114.24	53035.20	55039.68	57065.04	59153.04	61366.32	63516.96
412													
Hourly	<b>20.55</b>	<b>21.30</b>	<b>22.05</b>	<b>22.89</b>	<b>23.79</b>	<b>24.69</b>	<b>25.56</b>	<b>26.56</b>	<b>27.54</b>	<b>28.55</b>	<b>29.58</b>	<b>30.66</b>	<b>31.77</b>
Bi-weekly	1644.00	1704.00	1764.00	1831.20	1903.20	1975.20	2044.80	2124.80	2203.20	2284.00	2366.40	2452.80	2541.60
Annual	42908.40	44474.40	46040.40	47794.32	49673.52	51552.72	53369.28	55457.28	57503.52	59612.40	61763.04	64018.08	66335.76
413													
Hourly	<b>21.45</b>	<b>22.29</b>	<b>23.11</b>	<b>23.94</b>	<b>24.85</b>	<b>25.81</b>	<b>26.78</b>	<b>27.74</b>	<b>28.83</b>	<b>29.89</b>	<b>30.96</b>	<b>32.08</b>	<b>33.29</b>
Bi-weekly	1716.00	1783.20	1848.80	1915.20	1988.00	2064.80	2142.40	2219.20	2306.40	2391.20	2476.80	2566.40	2663.20
Annual	44787.60	46541.52	48253.68	49986.72	51886.80	53891.28	55916.64	57921.12	60197.04	62410.32	64644.48	66983.04	69509.52
414													
Hourly	<b>22.43</b>	<b>23.29</b>	<b>24.12</b>	<b>25.02</b>	<b>25.93</b>	<b>26.96</b>	<b>27.95</b>	<b>29.00</b>	<b>30.06</b>	<b>31.18</b>	<b>32.31</b>	<b>33.45</b>	<b>34.71</b>
Bi-weekly	1794.40	1863.20	1929.60	2001.60	2074.40	2156.80	2236.00	2320.00	2404.80	2494.40	2584.80	2676.00	2776.80
Annual	46833.84	48629.52	50362.56	52241.76	54141.84	56292.48	58359.60	60552.00	62765.28	65103.84	67463.28	69843.60	72474.48

415													
Hourly	<b>23.43</b>	<b>24.34</b>	<b>25.23</b>	<b>26.20</b>	<b>27.16</b>	<b>28.18</b>	<b>29.23</b>	<b>30.33</b>	<b>31.42</b>	<b>32.60</b>	<b>33.79</b>	<b>34.98</b>	<b>36.26</b>
Bi-weekly	1874.40	1947.20	2018.40	2096.00	2172.80	2254.40	2338.40	2426.40	2513.60	2608.00	2703.20	2798.40	2900.80
Annual	48921.84	50821.92	52680.24	54705.60	56710.08	58839.84	61032.24	63329.04	65604.96	68068.80	70553.52	73038.24	75710.88
416													
Hourly	<b>24.46</b>	<b>25.39</b>	<b>26.33</b>	<b>27.38</b>	<b>28.33</b>	<b>29.43</b>	<b>30.53</b>	<b>31.69</b>	<b>32.88</b>	<b>34.10</b>	<b>35.37</b>	<b>36.62</b>	<b>37.97</b>
Bi-weekly	1956.80	2031.20	2106.40	2190.40	2266.40	2354.40	2442.40	2535.20	2630.40	2728.00	2829.60	2929.60	3037.60
Annual	51072.48	53014.32	54977.04	57169.44	59153.04	61449.84	63746.64	66168.72	68653.44	71200.80	73852.56	76462.56	79281.36
417													
Hourly	<b>25.55</b>	<b>26.52</b>	<b>27.52</b>	<b>28.59</b>	<b>29.61</b>	<b>30.79</b>	<b>31.95</b>	<b>33.07</b>	<b>34.30</b>	<b>35.57</b>	<b>36.87</b>	<b>38.18</b>	<b>39.61</b>
Bi-weekly	2044.00	2121.60	2201.60	2287.20	2368.80	2463.20	2556.00	2645.60	2744.00	2845.60	2949.60	3054.40	3168.80
Annual	53348.40	55373.76	57461.76	59695.92	61825.68	64289.52	66711.60	69050.16	71618.40	74270.16	76984.56	79719.84	82705.68
418													
Hourly	<b>26.75</b>	<b>27.72</b>	<b>28.81</b>	<b>29.88</b>	<b>30.97</b>	<b>32.11</b>	<b>33.36</b>	<b>34.63</b>	<b>35.90</b>	<b>37.22</b>	<b>38.56</b>	<b>39.99</b>	<b>41.46</b>
Bi-weekly	2140.00	2217.60	2304.80	2390.40	2477.60	2568.80	2668.80	2770.40	2872.00	2977.60	3084.80	3199.20	3316.80
Annual	55854.00	57879.36	60155.28	62389.44	64665.36	67045.68	69655.68	72307.44	74959.20	77715.36	80513.28	83499.12	86568.48
419													
Hourly	<b>27.95</b>	<b>28.98</b>	<b>30.05</b>	<b>31.24</b>	<b>32.37</b>	<b>33.57</b>	<b>34.86</b>	<b>36.15</b>	<b>37.54</b>	<b>38.90</b>	<b>40.30</b>	<b>41.77</b>	<b>43.27</b>
Bi-weekly	2236.00	2318.40	2404.00	2499.20	2589.60	2685.60	2788.80	2892.00	3003.20	3112.00	3224.00	3341.60	3461.60
Annual	58359.60	60510.24	62744.40	65229.12	67588.56	70094.16	72787.68	75481.20	78383.52	81223.20	84146.40	87215.76	90347.76
420													
Hourly	<b>29.18</b>	<b>30.29</b>	<b>31.40</b>	<b>32.61</b>	<b>33.86</b>	<b>35.09</b>	<b>36.39</b>	<b>37.77</b>	<b>39.19</b>	<b>40.62</b>	<b>42.08</b>	<b>43.62</b>	<b>45.21</b>
Bi-weekly	2334.40	2423.20	2512.00	2608.80	2708.80	2807.20	2911.20	3021.60	3135.20	3249.60	3366.40	3489.60	3616.80
Annual	60927.84	63245.52	65563.20	68089.68	70699.68	73267.92	75982.32	78863.76	81828.72	84814.56	87863.04	91078.56	94398.48

Effective: July 1, ~~2023~~ 2024

## **ADDENDUM C**

### **DRUG AND ALCOHOL TESTING POLICY**

#### **1. POLICY STATEMENT**

The City of Oklahoma City considers employees to be its most valuable resource. In this regard, the city is concerned about the health, safety, well-being and satisfactory work performance of all employees. Safety is a paramount concern of the City, and employees under the influence of illegal or controlled drugs and/or alcohol while at work constitutes a serious danger risk towards people and property and is in contradiction with the City's organizational values, which requires accountability to the residents of Oklahoma City.

The City will not tolerate substances in the workplace that interfere with or impair an employee's mental or physical capacity to perform their duties or cause risk to employees, property, or the public. Any employee found using, possessing, selling, distributing or under the influence of an illegal substance, alcohol, medical marijuana and/or a medical marijuana product, or other intoxicant during working hours, any time while on duty, or on city property, including buildings, parking lots and vehicles, will be subject to appropriate disciplinary action, up to and including termination.

An employee or knowing party shall report to a supervisor, Division Manager or Department Director any employee suspected of violating this policy and such supervisor or manager will take appropriate action.

The City of Oklahoma City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse.

#### **2. EFFECTIVE DATE**

This addendum shall become effective ten (10) days following the date of this document.

#### **3. AUTHORITY**

This addendum is in accordance with OKLA. STAT. tit. 40, §551, et. seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, OKLA. STAT. tit. 63, § 427.1, et. seq.: The Oklahoma Medical Marijuana and Patient Protection Act, 49 U.S.C. Sections 2717 and 1434 of the Federal Statutes and the Department of Transportation (D.O.T.) rules and regulations found at 49 CFR Part 40 and 49 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act.

#### **4. SCOPE OF APPLICATION**

This addendum shall apply to all employees covered by this collective bargaining agreement. Certain provisions of this addendum will apply specifically to employees who are under the Department of Transportation's commercial motor vehicle driver regulations and are directed at

those employees who are **required** to possess an Oklahoma Commercial Driver's License type A, B, or C.

## 5. POSTING REQUIREMENTS

In addition to its inclusion in the collective bargaining agreement, each department/division shall post a copy of this addendum in a prominent place, accessible to all employees and applicants. Each employee and applicant, upon receiving a conditional offer of employment, shall be provided a copy of this addendum.

## 6. EDUCATION

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

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

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

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

## 7. DEFINITIONS

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

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

*Controlled Substances* - shall be defined as those substances whose dissemination is controlled by regulation or statute (Oklahoma State Law, Title 63 and/or Section 202, Schedules I through V of the Federal Controlled Substance Act), including but not limited to, narcotics, depressants,

stimulants, hallucinogens, and cannabis.

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

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

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

*Medical Marijuana Product* – shall be defined as a product that contains cannabinoids that have been extracted from plant material or the resin therefrom by physical or chemical means and is intended for administration to a qualified patient including, but not limited to, oils, tinctures, edibles, pills, topical forms, gels, creams, vapors, patches, liquids, and forms administered by a nebulizer, excluding live plant forms which are considered medical marijuana.

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

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

- (6.) Evidence that an individual has tampered with a drug or alcohol test.

*Reliable Informant* - shall be defined as one who has firsthand knowledge of an employee's alcohol, drug, or controlled substance problem, and who discloses this to the supervisor/manager.

*Safety Sensitive* – shall be defined as any job that includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others. Jobs within the City meeting the safety sensitive designation are noted as such in the official job description maintained by the Human Resources Department. Employees who hold a position defined as safety sensitive shall sign an acknowledgment that they are in such a position in which they can be subject to disciplinary action up to and including termination if they test positive for marijuana components or metabolites, even if they possess a valid medical marijuana license. Employees in safety sensitive positions who test positive for marijuana components or metabolites and have a valid medical marijuana license but have not signed an acknowledgment will not be subject to disciplinary action, but will be removed from any safety sensitive duties until completion of a mandatory referral to the EAP; such employees will be subject to random or periodic drug post-rehabilitation testing for two (2) years from completion of the EAP. City shall furnish AFSCME with a list of all job classifications in each Department that it has classified as safety sensitive.

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

## **8. DRUG/ALCOHOL TESTING**

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

### **8.1. Pre-Placement Testing**

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

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

### **8.2 For Cause Testing**

- a. "For Cause" testing shall be initiated after the circumstances are properly reviewed and agreed upon by at least two (2) management level personnel. However, only one manager/supervisor is necessary to require an employee to submit to drug/alcohol



testing if the supervisor observes the employee ingest, smoke, or use what is reasonably believed to be a controlled dangerous substance or alcohol. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable belief.

- b. The employee must be prohibited from working or continuing to work.
- c. Written documentation of the manager/supervisor's observations leading to a drug and/or alcohol test shall be created within 24 hours after the observation and forwarded to the City's Human Resources Department. Additionally, whenever possible, the manager/supervisor should communicate the basis for the reasonable belief to an Assistant Municipal Counselor or the Chief Human Resources Officer/designee, prior to requiring such test. The employee shall have the right to notify their Union representative and have representation present at the testing facility.
- d. The employee shall be transported immediately to the designated testing facility by a manager/supervisor. Prior to testing, the employee will be required to sign a drug/alcohol testing consent form at the sample collection site. Failure or refusal to sign the consent form and to submit to testing will be cause for a conclusion of an adverse inference relative to the employee being under the influence, as well as a charge of insubordination, and the appropriate disciplinary action, up to and including termination, will be administered.

The employee shall not be permitted to return to work prior to receiving the results of the drug/alcohol test. The manager/supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

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

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

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

### **8.3 Random and Scheduled Period Testing**

Certain classifications of employees, as delineated in Section 8.3 (b) below shall be required to

undergo drug and/or alcohol testing on a random selection basis or on a scheduled periodic basis.

- a. The City may not waive the selection of any employee who has been selected on a random selection basis or who is scheduled for periodic testing.
- b. Random and/or scheduled periodic testing shall include those employees who:
  1. Are employed in safety-sensitive positions as designated on an approved job description.
  2. Are required to participate in and complete a mandatory EAP referral as a condition of continued employment.
- c. Those employees subject to drug and alcohol testing as a commercial motor vehicle driver under Department of Transportation (D.O.T.) regulations shall be tested per those regulations:
  1. the initial minimum yearly percentage rate for random alcohol testing shall be twenty-five percent (25%) of all drivers;
  2. the initial minimum yearly percentage rate for random controlled substances testing shall be fifty percent (50%) of the average number of drivers;
  3. yearly percentage standards shall be subject to change based on current D.O.T. regulations.
- d. Other City employees shall be tested at a frequency rate determined appropriate by the City in consideration of State law, other legal requirements, or administrative regulations.
- e. Each employee selected for random drug or alcohol testing shall proceed to or be transported to the testing facility immediately upon notification to the manager/supervisor, unless the employee is engaged in a safety sensitive function, as determined by management, at the time of notification, which will not reasonably allow their replacement. In such cases, the manager/supervisor shall ensure the employee proceeds to the testing facility as soon as reasonably possible.

#### **8.4 Post-Accident Testing**

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

- a. Employees subject to D.O.T. commercial motor vehicle driver regulations who

suffer a vehicle accident during operation of a commercial motor vehicle, shall be tested for alcohol and controlled substances as soon as possible after an accident if:

1. the accident involved the loss of human life; and/or
  2. the driver receives a citation within 8 hours of the occurrence under state or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - b) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- b. If such testing cannot be administered within two hours of an accident, the manager/supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the City's Occupational Health Manager.

#### **8.5 Post Rehabilitation Testing**

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

- a. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

#### **9. CHALLENGING TEST RESULTS**

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

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

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

- a. Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- b. Cannabinoids or Marijuana
- c. Cocaine (including crack)

- d. Amphetamines, Methamphetamines (including speed and MDMA)
- e. Opioids (including morphine, codeine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone, dilaudid, percodan)
- f. Phencyclidine (PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA) or Oklahoma law. Any positive levels below those established reporting levels shall not be reported to the Medical Review Officer by the testing laboratory.

## **11. DRUG OR ALCOHOL TESTING METHODS AND DOCUMENTATION**

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

- a. Employees must present a picture I.D. (Oklahoma Driver's License or City identification card, etc.) or be accompanied by an exempt supervisor/manager who can provide identification as the employer representative to the Medical testing personnel representative prior to testing, as required by NIDA regulations.
- b. Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health.
- c. Samples shall be collected only by those persons "*deemed qualified*" by the State Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results.
- d. Body component samples that are appropriate for drug and alcohol testing shall be collected with due regard to the privacy of the individual being tested. In no case shall the City's representative directly observe the collection of a urine sample.
- e. A written record of the chain of custody of the sample shall be maintained until the sample is no longer required.
- f. An applicant or employee shall be given the opportunity to provide notification of any information which they consider relevant to the test, including currently or recently used drugs or other relevant information, at the time the sample is taken.
- g. Reporting levels utilized for identification of positive substance abuse results shall be those levels established by the Federal Department of Transportation.

An employee who is found to have a positive drug test may designate an appropriate testing

facility to which the split sample shall be sent for repeat testing. Such testing facility must also meet the standards of this section.

## **12. COSTS ASSOCIATED WITH TESTING**

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

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

## **13. REFUSAL TO UNDERGO TESTING/TAMPERING WITH SAMPLE**

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

## **14. MEDICAL REVIEW OFFICER**

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

- a. The Medical Review Officer shall receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant.
- b. Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results such as possession of a medical marijuana license or drug prescription.

## **15. CONFIDENTIALITY**

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

- a. All records relating to drug/alcohol testing shall be kept separated from personnel records.
- b. Such records may not be used in any criminal proceeding or civil or administrative

action, except in actions taken by the City of Oklahoma City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records.

- c. Records shall be the property of the City of Oklahoma City and will be made available to the affected applicant or employee for inspection and copying upon request.
- d. Records may not be released to any person other than the applicant or employee without the applicant or employee's expressed written permission, or if otherwise required by law.
- e. Employees within supervisory or management positions shall be responsible for compliance with this policy. They shall also ensure that employees seeking treatment or within rehabilitation processes are treated fairly and appropriately as concerns their job rights and job security. Additionally, supervisors/managers shall ensure that all reasonable efforts are made to allow for confidential handling of diagnosis and treatment of employees with substance abuse problems.

## **16. DISCIPLINARY ACTION**

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

- a. A non-probationary employee with a previously satisfactory work record may be given only one opportunity to continue employment after an initial occurrence of a positive drug or alcohol test, where such testing was required by the City of Oklahoma City.
- b. Continued employment, if offered, shall be contingent upon the employee agreeing, in writing, to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years and satisfactorily participating and completing the Employee Assistance Program. If in-patient rehabilitation treatment is required, the employee may be permitted to use leave permitted under the Family and Medical Leave Act (FMLA), which includes accrued vacation leave, sick leave, and compensatory time.
- c. If an employee tests positive for drugs or alcohol, said employee may be subject to suspension, demotion, or termination following a pre-determination hearing. In addition to the alleged offenses, the appropriate course of action shall be determined based on the employee's total work record, including but not limited to, any prior drug or alcohol problems.



**17. PROHIBITIONS**

- a. No employee shall report for duty within four (4) hours after using alcohol or remain on duty while having a blood alcohol concentration of 0.02 or greater, and no supervisor/manager shall knowingly permit any employee to perform any work duties if the supervisor/manager is aware the employee has an alcohol concentration of 0.02 or greater. No employee shall be on duty or operate a City vehicle or perform job duties while under the influence of alcohol nor shall the employee be in possession of alcohol during such duty time or while on City premises.
- b. No employee shall report for duty, drive a City owned vehicle or equipment, or remain on duty when the employee has used any drug or controlled substance, except when the use is pursuant to the instructions of a licensed practitioner/physician or dentist, and the licensed practitioner/physician or dentist has advised the employee that the substance will not adversely affect his/her ability to perform his/her job duties. It is the employee's responsibility to notify his/her supervisor that he/she is taking a drug or controlled substance which may impact his/her ability to operate a vehicle or other City equipment. No manager/supervisor possessing such knowledge shall permit an employee to drive/operate any City equipment or vehicle.
- c. No employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

**Addendum D****INSURANCE PREMIUM RATES**  
**RESERVED**

<b>EPO Plan</b>	<b>Employee Rate (Monthly)</b>	<b>Employee Rate (Bi-Weekly)</b>
Employee	\$133.79	\$66.89
Employee + Spouse	\$301.05	\$150.53
Employee + Child	\$234.15	\$117.07
Employee + Children	\$287.67	\$143.84
Employee + Family	\$414.79	\$207.39

<b>PPO Plan</b>	<b>Employee Rate (Monthly)</b>	<b>Employee Rate (Bi-Weekly)</b>
Employee	\$166.63	\$83.32
Employee + Spouse	\$314.94	\$157.47
Employee + Child	\$233.29	\$116.64
Employee + Children	\$299.94	\$149.97
Employee + Family	\$424.91	\$212.46

**ADDENDUM E****LABOR/MANAGEMENT COMMITTEE FOR FISCAL YEARS ~~2023-2024~~ 2024-2025****Active Committees:**

Each side shall designate two (2) representatives to participate in a Labor/Management Committee.

Any Labor/Management Committee that has not met at least twice prior to the end of the fiscal year shall automatically terminate and be removed from the list of committees.

**ADDENDUM F****Grievance Procedure Selection Form**

Pursuant to Section 8.1 of the Collective Bargaining Agreement between The City of Oklahoma City and American Federation of State, County and Municipal Employee, Local 2406, I am signing this form to affirmatively state and attest that I understand I can only use one of the two available grievance procedures and that I have chosen to use the grievance procedure as described in Article 8 of the CBA instead of the grievance procedure in Article 1300 of the City of Oklahoma City Personnel Policies.

- I understand that by opting for the contract grievance procedure, as indicated by my signature below I will forfeit my access to and rights under the grievance procedure in Article 1300 of The City of Oklahoma City Personnel Policies.
- I understand that because the contract grievance procedure is a procedure governed by the Union and City, the Union has sole discretion to manage that part of the procedure that includes the selection and authorization of grievant representation during the contract grievance process. Further, I understand that for that reason should I reject Union representation and elect to use my choice of representative who is not authorized and selected by the Union I will:
  - Be responsible for all fees of my personal representative, and
  - I will no longer have access to or any recourse contemplated by Section 8.3 of the contract grievance procedure between the Union and the City.
- I understand that after Step IV of Section 8.3 of the grievance procedure if the Union does not submit my grievance to arbitration that I can elect to advance the grievance to arbitration on my own at my own expense. I further understand that I would be responsible to equally share the cost of the arbitrator with the City.

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Printed Name of Grievant

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Department

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Signature

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Date

**MEMORANDUM OF UNDERSTANDING FY '22-23 (2)****FIREARMS AND WEAPONS POLICY**

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

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

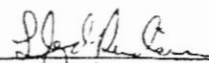
This policy is agreed to and endorsed by duly authorized representatives of the parties to the AFSCME Local 2406 Collective Bargaining Agreement.

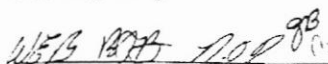
- 1) The possession of weapons, dangerous instruments and/or firearms by bargaining unit employees during work hours, on their person or in their personal vehicle on City property, is prohibited. Weapons, dangerous instruments and firearms shall include all instruments and devices named or described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

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

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

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

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

**MEMORANDUM OF UNDERSTANDING FY '22-23 (3)**

TO: William Burman, Business Manager  
AFSCME, Local 2406

FROM: Lloyd Rinderer  
Personnel Director

DATE: November 5, 1991

SUBJECT: Violence/Fighting Policy

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

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

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

William E. Burman  
AFSCME Local 2406

Lloyd Rinderer  
City of Oklahoma City

11/8/91  
Date

11/8/91  
Date