

AGREEMENT

BETWEEN THE

CITY OF STILLWATER

AND THE

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1002**

CONTRACT YEAR 2008/2009

AGREEMENT

This Agreement, executed this _____ day of _____, is between the City of Stillwater, Oklahoma hereinafter referred to as the "Employer", "City" or "Management," and the International Brotherhood of Electrical Workers, Local Union 1002 hereinafter referred to as "Union".

ARTICLE 1 BASIC PRINCIPLES

1.1 Cooperation

1.1.1 The employer and the employees represented in this agreement agree that each will benefit by continuous peace and by adjusting any difference that may arise by rational, common sense methods.

1.1.2 It is the mutual desire of both parties hereto to provide for uninterrupted and continuous service which requires the cooperation of the employees to be responsive when called during out-of-hour periods to maintain such continuous service to the public.

1.2 Recognition. The City recognizes the Union as the exclusive collective bargaining agency for its employees in the departments and classifications now or later covered by this Agreement.

1.3 No Strikes or Lock-outs. The City agrees that during the term of this Agreement or any extension thereof, there shall be no lockout of bargaining unit employees and the Union agrees that there shall be no strikes or walkouts. Authorized representatives of the City will meet at reasonable time with representatives of the Union to consider or settle questions which may arise from time to time. Questions or controversies arising under this agreement shall be handled in the manner set forth in Article 3 of this Agreement. Nothing herein, however, is intended to prevent the resignation or the discharge of individual employee for just cause.

1.4 No Discrimination. It is the policy of the City to extend equal opportunity to all employees in all aspects of their employment, and it is agreed by the parties to this Agreement that neither the City nor the Union shall discriminate unlawfully against any employee.

1.5 Federal and State Laws. Nothing in this Agreement shall be construed to require either party to this Agreement to act in violation of any valid Local, State or Federal Law.

1.6 Gender Reference. Reference in this Agreement to either the male or female gender is intended to include both genders.

1.7 Recognition of Stewards. The City agrees the Union may designate Stewards (union representatives) who shall be recognized as a representative of the Union herein. The Union shall notify the City in writing of the names of accredited Stewards. The Union agrees to limit the number of stewards to four (4). Stewards shall be allowed a reasonable amount of time during regular work hours to investigate grievances and conduct other business on behalf of the Union as may be required in the scope of their duties. Time spent by stewards on Union business during regular work hours shall be counted against the total number of regular work hours allowed for the conduct of union business in section 1.7.1

1.7.1 Union Business. The City agrees Union employees as a whole shall be allowed a cumulative total of one hundred twenty (120) hours per calendar year to work on Union business during regular work hours without loss of pay, excluding contact negotiations up to four (4) people.

1.8 Deduction of Dues

1.8.1 The City agrees to deduct from the pay of each employee who executes a written authorization, an amount equal to the current Union dues as set forth in the Local Union By-Laws and the Constitution of the International Brotherhood of Electrical Workers. The amount of these deductions along with a list of employees from who deductions were made will be sent to the Financial Secretary of the Local Union. The deduction will be renewed for successive periods of one year unless revoked by written notice by certified mail to the City and the Union

within ten (10) days prior to the anniversary date of the authorization or the expiration of the agreement. The Union shall notify the City of any changes in the dues amount to be deducted.

1.8.2 The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of honoring in good faith the written authorization.

1.9 Contract Coverage. The parties expressly agree that, to the extent any subject concerning wages, hours and other terms and conditions of employment is addressed herein, the terms of this agreement shall govern according to their plain meaning and be enforced as written. This agreement shall prevail in the event of any conflict with the City's Employee Manual.

1.10 Copies of Agreement. The Employer agrees to post a copy of this agreement on its website within one month of the ratification of this agreement by both the City Council and the Union.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Management Rights. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which Employer has not officially and specifically abridged, delegated, granted, or modified by this agreement are retained by the Employer, and all rights, powers, and authority Employer had prior to the signing of this Agreement are retained by Employer and remain exclusively without limitation within the rights of Employer.

Except as may be limited herein, Employer retains the rights in accordance with the constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Stillwater and the ordinances and regulations promulgated there under as follows:

- (a) To determine Electric Department policy including the right to manage the affairs of the Electric Department;
- (b) To assign working hours, including overtime;
- (c) To direct the members of the Electric Department, including the right to hire, promote, or transfer employees;
- (d) To discipline, suspend or terminate any employee for just cause;
- (e) To determine the organizational chart of the Electric Department, including the right to organize and reorganize the Electric Department, and the determination of job classifications and positions based upon duties assigned;
- (f) To determine the safety, health, and property protection measures for the Electric Department;
- (g) To allocate, schedule and assign work to all employees within the Electric Department;
- (h) To be the sole judge of the qualifications of applicants and training of new employees;
- (i) To schedule the operations and to determine the number and duration of hours of assigned duty per work period;
- (j) To establish and enforce reasonable Electric Department rules, regulations, and orders;
- (k) To introduce new, improved, or different methods and techniques of Electric Department operation or change existing methods and techniques;
- (l) To determine the amount of supervision necessary;

(m) To control the departmental budget;

(n) To take whatever actions may be necessary to carry out the mission of Employer in situations of emergency.

ARTICLE 3 SETTLEMENT OF DISPUTES

3.1 Disputes and Grievances.

3.1.1 Any grievance covered by the terms of this Agreement and pertaining to promotion, demotion, lay-off, discharge, discipline or discrimination, or any dispute which shall arise between the Union or bargaining unit employees and the City with respect to the interpretation or application of any of the terms or provisions of this Agreement during its term shall be determined by the procedure set forth in this Article. No action or matter relating to promotion, demotion, lay-off, discharge, discipline, transfer or claim of preferential treatment shall be considered unless a written grievance is submitted in accordance with this Article within ten (10) calendar days from its occurrence, or within ten (10) calendar days of when the infraction could have reasonably been known by the affected employee or the Union. A bona fide attempt to resolve any dispute shall be made by the Union and designated representatives of the City before a written grievance is filed.

3.1.2 Time limits may be extended by written mutual agreement of the parties. If the City fails to answer a grievance within the time limits set forth or mutually agreed upon in writing, the grievance shall automatically advance to the next step. If the Union fails to advance a grievance within the time limits set forth or mutually agreed upon in writing, the Union shall be barred from any further processing of the grievance.

3.2 Grievance Procedure

Step 1

The written grievance shall be submitted to the division head in which the grievance arose who shall accord the Union representative an opportunity for a hearing within seven (7) work days following receipt of such grievance. He/She will make his/her written decision to the Union within three (3) work days after the grievance has been discussed. If the grievance is not settled, it may be appealed to the next step within ten (10) workdays following receipt of the division head's answer.

Step 2

If the grievance is not settled with the division head, it shall be submitted to the Electric Utility Director or his designated representative who shall give the Union Representative an opportunity for a hearing on the written grievance within seven (7) work days after the grievance as been submitted to the Electric Utility Director. He/She shall render his/her decision in writing to the Union within seven (7) work days after the hearing. In the event the grievance is not satisfactorily adjusted at this step, it may be appealed to Step 3 within ten (10) work days from receipt of the written answer.

Step 3

In the event the grievance is not settled in Step 2, it may be referred to the City Manager or his/her designated representative, who shall give the Union an opportunity for a hearing on the matter within ten (10) work days after the grievance was submitted to him/her. The City Manager or his/her designated representative shall render his/her decision in writing to the Union within seven (7) work days after hearing the grievance.

3.3 Arbitration Procedure.

3.3.1 A grievance arising under this Agreement which is not satisfactorily adjusted in the manner provided in Section 3.2 of this Article may be submitted to arbitration by notifying the City Manager within thirty (30) calendar days following the answer in Step 3. The Federal Mediation and Conciliation Service shall be requested to furnish a list of seven arbitrators from which the parties shall select one arbitrator. Each party shall have the right to reject

one list of arbitrators and request another list. The selection of an Arbitrator shall be made by the parties' alternately striking one name from the list, with the party seeking arbitration striking first, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute.

3.3.2 The arbitration hearing will be held at a time and location mutually acceptable to the parties. Each party shall bear the expense of preparing and presenting its own case. The expense of the Arbitrator and incidental expenses of arbitration shall be borne equally by the parties hereto.

3.3.3 The decision of the Arbitrator in the matter shall be final and binding upon the parties, except as may be otherwise provided by law.

3.4 Grievance Settlement. The settlement of any grievance in any step of the grievance procedure, when signed by the parties authorized to make the settlement, shall be final and binding upon all parties concerned except as may be otherwise provided by law.

ARTICLE 4 LEAVE OF ABSENCE

4.1 Union Business

4.1.1 Employees of the City who may be called upon to transact business for the Union which temporarily requires their absence from duty shall, upon written application and twenty-four (24) hours notice to their division head, be allowed to absent themselves without pay for a sufficient time to transact such business, provided that such employee can be spared from his/her regular duties without, in the judgment of the employee's division head, substantially interfering with the City's operations.

4.2 Jury Service.

4.2.1 The City encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time employees qualify for jury duty leave. An eligible employee who is summoned for jury duty may request up to four (4) weeks of paid jury duty leave over any two (2) year period. If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available annual leave, comp time, personal days or request time off without pay.

4.2.2 Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

4.2.3 Employees must present the jury duty summons to their supervisor as soon as possible so that their supervisor may make arrangement to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Either the City or the employee may request to be excused from jury duty if, in the City's judgment, the employee's absence would result in serious operational difficulties.

4.2.4 The City will continue to provide health insurance benefits until the end of the month in which the unpaid jury duty leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish to continue coverage.

ARTICLE 5 INDEPENDENT CONTRACTING

5.1 The City shall have the right to contract for the performance of all types of work covered by this Agreement provided that it does not reduce the regular hours, displace to a lower paying job or lay-off any regular employees as a result thereof, and there are no employees on layoff qualified to perform the work being subcontracted.

5.1.2 The City agrees to notify designated Union representatives and to meet upon request for the purpose of reviewing alternatives to subcontracting.

ARTICLE 6

SENIORITY

6.1 Seniority Defined. Seniority, as considered in this Agreement, is preference or priority due to length of service that entitles employees to certain rights, as set out herein.

6.2 Measurement of Seniority. Seniority shall be measured by the length of a regular employee's continuous service within the Electric Department.

6.3 Introductory Period. During the first one hundred eighty (180) calendar days of employment, which is the probationary period, an employee shall not be considered to have seniority, however, upon completion of this probationary period, seniority shall be extended from the first day of employment which has not been broken by an interruption. During the probationary period, an employee may be discharged without recourse to the grievance procedure.

6.4 Termination of Seniority. Seniority of an employee shall terminate under any of the following conditions:

- A. When an employee quits, resigns, or is no longer employed for any reason other than a lay-off or medical disability.
- B. When an employee is laid off continuously for a period of twelve (12) months.
- C. When an employee who has been laid off fails to return to work within two (2) weeks after written notice requesting his/her return has been sent by registered mail to his/her last known address, or if such employee fails to notify the City of his/her intent to return within forty-eight (48) hours after return of receipt for registered letter containing such notice.

ARTICLE 7

PROMOTIONS, JOB POSTINGS, PARTIAL DISABILITY, LAY-OFFS and REHIRES

7.1 Promotions and Trial Period

7.1.1 Trial Period When an employee is promoted he/she will be given up to six (6) months to become acquainted with the position and prove his/her ability to fill it satisfactorily to the City. If an employee proves incapable of fulfilling the position within the trial period, he/she shall be returned to his/her former position without loss of seniority and other employees shall consent to such demotions as are necessary for him/her to return to his/her former position.

7.2 Job Postings

7.2.1 When a vacancy occurs in a position covered by the contract and the City determines to fill such vacancy, a posting will be made so employees may bid (apply), except where the job is filled through the lines of progression, i.e. apprenticeship, or filled as a reasonable accommodation.

7.2.2 Job postings will be posted for a minimum of ten (10) work days. If a job is posted while an employee is on vacation or laid-off, such job bid may be submitted by a steward on behalf of the employee.

7.2.3 The City will post notice of the successful bidder.

7.2.4 The City will notify the successful bidder following completion of the bid process and such employee will receive the applicable pay for the job upon assuming the duties thereof which shall be no later than fifteen (15) working days following notification unless noted otherwise on the vacancy posting or requested by the employee.

7.2.5 Temporary vacancies including those due to sickness, vacations or leave of absence will not be posted but may be filled by the City through temporary appointments. Temporary appointments shall not exceed one hundred twenty (120) days in a six (6) month period.

7.3 Partial Disability

7.3.1 Employees who cannot perform the essential functions of their job on a temporary basis due to medical restriction may perform other work for the City that will not interfere with their medical recovery for a period not to exceed one hundred twenty (120) calendar days.

7.4 Lay-offs

7.4.1 Lay-offs and/or demotions which may be necessary due to lack of work or reduction in forces shall be according to seniority and applied as follows: The employee with the least seniority, as measured in section 6.2, among those employees in the affected job classifications shall be laid off or demoted to the next lowest job classification for which they are qualified. This process shall repeat and continue in like manner through the lowest job classification.

7.4.2 Rehires. Employees laid off within the preceding twelve (12) months and able to meet hiring requirements will be offered reemployment opportunities as they become available in accordance with their seniority.

ARTICLE 8 WORK DAY AND WORK WEEK

8.1 Work Schedule

Division	Employees	Work Schedule	
Administration	Office Assistant	Summer	7:00 a.m. - 3:30 p.m.
		Regular	7:30 a.m. - 4:00 p.m.
Engineering	All	Regular	8:00 a.m. - 5:00 p.m.
Generation & Transmission	Shift Operators	Regular	6:00 a.m. - 6:00 p.m. (Shift 1)* 6:00 p.m. - 6:00 a.m. (Shift 2)*
		Summer	7:00 a.m. - 3:30 p.m.
	Electronics Technician, Power System Tech Maintenance and Administrative Assistant	Summer	7:00 a.m. - 3:30 p.m.
		Regular	7:30 a.m. - 4:00 p.m.
Distribution	Line Crews, Backhoe Operator	Summer	7:00 a.m. - 3:30 p.m.
		Regular	7:30 a.m. - 4:00 p.m.
	Line Locator	Regular	8:00 a.m. - 5:00 p.m.
	Trouble Crew	Regular	8:00 a.m. - 5:00 p.m.
Warehouse	All	Summer	7:00 a.m. - 3:30 p.m.
		Regular	7:30 a.m. - 4:00 p.m.
<i>The transition to and from the summer schedule will occur on May 1 and October 1 each year.</i>			
<i>* - Work Schedules for Shift Operators are adjusted weekly to provide a 40-hour work week.</i>			

Employees that are assigned to an 8:00 a.m. to 5:00 p.m. schedule shall take an unpaid one (1) hour lunch period each day. Shift Operators shall take their meal periods on the job. All other employees shall take an unpaid half (1/2) hour lunch period at the work site.

8.2.2 Shift schedules shall be available seven (7) days in advance of the start of the schedule.

8.3 Schedule and Shift Changes

8.3.1 For purpose of clarification, the following shall apply:

- a) "Schedule Change" shall mean a change in days of a workweek.
- b) "Shift Change" shall mean a change within a work day which results in the previously scheduled starting and quitting times being adjusted by more than two (2) hours.
- c) "Emergency" as used in paragraph 8.3.2 only, shall mean an unplanned outage or condition that could cause economic harm or physical danger to the customer, public or City.

8.3.2 Except in emergency situations, if an employee is notified of a schedule change or shift change less than twenty-four (24) hours before the employee's regular schedule is altered, the employee shall be paid one and one-half (1-½) times the regular straight time rate for the scheduled hours worked on the first day of the schedule change and/or shift change. If the employee continues to work such changed schedule and/or shift, the employee shall be paid at their regular straight-time rate for the remainder of the hours worked on such changed schedule and/or shift.

8.3.3 If an employee is notified of a schedule or shift change twenty-four (24) hours or more before the employee's regular schedule is altered, the employee shall be paid at their regular straight-time rate for the hours worked on such changed schedule and/or shift.

8.3.4 If a schedule and/or shift change results in a less than eight (8) hour difference between the end of the regularly scheduled shift and the beginning of the next shift, the employee shall be paid one and one-half (1-½) times the regular straight time rate for the scheduled hours worked on the first day of the schedule change and/or shift change. If the employee continues to work such changed schedule and/or shift, the employee shall be paid at their regular straight-time rate for the remainder of the hours worked on such changed schedule and/or shift.

8.3.5 If an employee's schedule and/or shift is changed and the employee receives the premium described in paragraphs 8.3.2 or 8.3.4 above, the premium shall not apply to the change returning the employee to their regular schedule and/or shift.

8.4 Other work hours and work weeks may be arranged by mutual agreement between the City and the Union.

8.5 Employees shall be allowed two (2) fifteen (15) minute breaks per shift at the times established by the division head.

ARTICLE 9 OVERTIME, ON-CALL and CALL BACK, MEALS AND EXPENSES

9.1 Overtime

9.1.1 When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime hours. Advance notification of these mandatory assignments shall be provided whenever possible. All overtime work must receive a division head's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Failure to work scheduled overtime or overtime worked without prior authorization from the division head may result in disciplinary action, up to and including termination. Extenuating circumstances affecting an employee's ability to work scheduled overtime will be considered.

9.1.2 Overtime compensation is paid to all non-exempt employees in accordance with the Fair Labor Standards Act (FLSA) and will be calculated at one and one-half times the employee's regular rate.

9.1.3 Overtime pay is based on actual hours worked. For the purpose of this agreement annual vacation leave and holiday leave shall be counted as "hours actually worked". An employee will have the option, twice a year to select either pay or compensatory time (comp time) for overtime hours worked. For those employees that select comp

time, when overtime is worked the employee will be credited with 1.5 hours of comp time for every hour of overtime worked. Comp time shall be credited with one and one-half (1-1/2) hours for each hour worked up to a maximum of forty-eight (48) hours. Once an employee has earned forty-eight (48) hours of comp time, they will receive overtime pay for overtime work. Once an employee has used forty-eight (48) hours of comp time, they may re-select comp time and earn up to another forty-eight (48) hours of comp time in lieu of overtime pay when overtime is worked. Comp time may be requested and used with forty-eight (48) hours notice. This notice may be waived with Division Head approval. At the end of each calendar year, the City will buy back all comp time. Reimbursement shall be made at the employee's current straight time hourly rate times the number of remaining comp time hours and payment shall be included in the employee's first full check in which all hours are for the new calendar year. Comp time bought back by the City will be paid at the employee's pay rate as of December 31 of that year and the payment will be one hour of pay for one hour of comp time. The payment will be included in the employee's first full check in which all hours are for the new calendar year.

9.1.4 If an employee is called out three (3) or more times after midnight or actually works four (4) or more hours after midnight and is released from work, he/she shall be off-duty at least six (6) consecutive hours for rest prior to returning to regular scheduled hours, provided he/she is not required for emergency work. An employee who is required to work during an earned rest period shall be paid at one and one-half (1-1/2) times their regular straight time rate for the hours actually worked during the rest period.

9.1.5 If an employee is required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, the employee shall be off-duty at least eight (8) consecutive hours for rest prior to returning to his/her regular scheduled hours. An employee who is required to work during an earned rest period shall be paid at one and one-half (1-1/2) times their regular straight time rate for the hours actually worked during the rest period.

9.1.6 A rest period shall begin thirty (30) minutes after being released and end upon the employee's return to work.

9.1.7 An employee who is required to work during an earned rest period shall be paid at one and one-half (1-1/2) times their regular straight time rate for the hours actually worked during the rest period.

9.2 Call-Back

All employees are subject to call back as needed by the City to provide necessary, uninterrupted services to the public. Each supervisor shall maintain an on-call list of employees with current contact information. The on-call list shall be available to all employees to review on a daily basis. Employees must be called from the top of the list down and the list shall be updated as necessary to move those who last worked call-out duty to the bottom of the list. When an employee is called, the employee must respond to the call by either answering the call directly or returning the call as soon as they get the message. Response should not be unnecessarily delayed for any reason. If an employee is unavailable to respond to a call-out, they must immediately notify their supervisor. A minimum of one crew chief and one journeyman lineman or two journeyman lineman shall be called for each call back, except line location.

In the event no employee is available, or has responded timely to a supervisor's call after the call list has been exhausted, City shall utilize other personnel, including supervisors or other third-parties, as deemed necessary.

9.2.1 When an employee is called back to work after leaving the premises and outside of the employee's regularly scheduled hours of work, the employee shall be paid for actual time worked upon arrival at the worksite, or a minimum of two (2) hours (known as the guaranteed call back period), whichever is greater. The employee must be able to report to work within a reasonable timeframe from receiving a call. If the employee completes his/her original assignment and is called back again at a time that is within the guaranteed call back period, he/she will be considered still on the clock from the initial call and shall not receive additional compensation. The employee shall receive compensation for all hours actually worked in excess of the initial two (2) hours. Call back compensation will be calculated at one and one-half (1-1/2) times the employee's regular rate.

9.3 Meals

9.3.1 Employees who work overtime may be allowed meal periods as defined herein. A meal period shall consist of an unpaid ½-hour break where the employee is relieved of all duties. After regular working hours, the employee/crew may drive a city truck from the work site to another nearby location to obtain or eat a meal before returning to work.

9.3.2 Employees called out one (1) hour or more prior to their regular work time and who work into their regular starting time shall be allowed a meal period as soon as practicable as determined by the Division Head.

9.3.3 Employees whose workday is continued for a period of one and one-half (1-1/2) hours past their normal quitting time shall be allowed a meal period. An additional meal period shall be allowed after every additional four hours worked beyond the normal quitting time.

9.3.4 An employee who is called to work outside the regular scheduled hours and works more than four (4) continuous hours shall be allowed a meal period. An additional meal period shall be allowed after every additional four (4) hours worked.

9.3.5 Employees who are scheduled to work overtime shall provide their first meal which will normally be eaten after four (4) hours of work. Additional meal periods shall begin after nine and one-half (9 ½) hours worked and every additional four (4) hours thereafter until released from duty.

9.3.6 Employees who qualify for a meal period as described in this section shall be paid a meal allowance of ten dollars (\$10.00) per meal.

9.4 Travel and Training Expenses

9.4.1 Travel and training expenses shall be paid in accordance with Section 11 of the City's purchasing manual as approved on February 4, 2008.

9.4.2 When employees are required to work at place other than their regular headquarters, they shall be paid from the time they leave their headquarters or place of lodging until their return. The City shall furnish transportation or pay mileage in accordance with the then current IRS allowance.

ARTICLE 10 PAID ABSENCES AND BENEFITS

10.1 Vacations

10.1.1 Employees shall accrue vacation as outlined below:

Length of Service	Per Pay Period Vacation Earned	Yearly Total	Limit Carried Forward
0-4 Years	3.08 Hours	80.08	120.08
5-9 Years	3.70 Hours	96.20	136.20
10-14 Years	4.62 Hours	120.12	160.12
15-19 Years	5.53 Hours	143.78	183.78
20 and Over	6.16 Hours	160.16	200.16

10.1.2 The length of service is calculated from the employee's hire date with the City in an eligible position.

10.1.3 New employees are not allowed to use accrued vacation leave during their first six months of employment.

10.1.4 Employees shall submit leave requests to their division head who shall accommodate all requests so long as the scheduling does not, in the judgment of division head, substantially interfere with the operational needs of the

department. Vacation requests should be submitted as far in advance as possible. Division heads will notify employees of the status of their request as soon as practical but not longer than two (2) days after receipt of request.

10.1.5 Vacation leave will be paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation leave does not accrue during periods of unpaid leave.

10.1.6 In the event that available vacation is not used by the end of the calendar year, employees may carry unused time forward to the next calendar year. At year end, if the total amount of unused vacation surpasses the "maximum carry forward" limit the employee will lose the amount above the limit. Each employee who is expected to exceed their "maximum carry forward" limit will be notified prior to year end to provide them an opportunity to use the vacation.

10.1.7 Upon termination of employment, employees will be paid for unused vacation that has been earned through the last day of employment.

10.2 Holidays

10.2.1 The following shall be recognized as holidays:

- New Years Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)
- Two (2) floating holidays

10.2.2 At the beginning of each calendar year, each employee will be provided with 80 hours of holiday leave, which shall be used only for the recognized holidays. Employees that start work after the first of the year will be provided with a portion of the 80 hours of holiday leave, prorated based on the portion of the calendar year remaining. Upon termination of employment, the employee will lose any unused holiday leave hours.

10.2.3 The number of holiday leave hours used for a recognized holiday shall not exceed the number of hours that would have normally been worked on a regularly scheduled shift on the day of the recognized holiday.

10.2.4 Floating holidays must be scheduled with prior approval of the employee's division head.

10.2.5 A recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on Sunday will be observed on the following Monday. When a recognized holiday falls on an employee's regularly scheduled day off, the holiday shall be treated as though it had fallen on his/her next workday. If a subsequent day off is not awarded in lieu of the holiday, the employee may return holiday leave hours to the City for payment, up to the number of regular scheduled hours actually worked on the day of the recognized holiday. If a subsequent day off is awarded in lieu of the holiday, the employee may select any one of the next four (4) scheduled work days immediately following the holiday as a substitute day off.

10.2.6 To be eligible for holiday pay, employees must work, or be on approved paid leave, the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. If a recognized holiday falls during an employee's paid absence, holiday leave must be used instead of the paid time off that would otherwise have applied.

10.2.7 Holiday pay will be calculated based on the employee's straight-time pay rate as of the date of the recognized holiday.

10.2.8 When an employee works on an observed holiday and it is part of their regular schedule, they shall be paid at one and one-half (1-1/2) times their regular straight-time rate for the actual hours worked. When an employee

works on an observed holiday and it is not part of their regular schedule, they shall be paid at two (2) times their regular straight-time rate for the actual hours worked.

10.2.9 Holiday leave hours may not be carried forward from one calendar year to the next.

10.3 Sick Leave

10.3.1 Regular employees covered by this Agreement shall be entitled to receive paid sick leave at a rate of 3.70 hours per pay period.

10.3.2 An eligible employee may use sick leave for an absence due to the employee's own illness or injury or to care for immediate family members. Immediate family members are defined as the employee's spouse, parent, child, or legal ward, sibling; The spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren or corresponding in-law, "step", or "half" relation.

10.3.3 Employees who are unable to report to work due to illness or injury shall notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be notified on each additional day of absence. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be request to verify the medical condition and its beginning and expected ending date.

10.3.4 Sick leave will be calculated based on the employee's base rate of pay at the time of absence and will not include any special forms of compensation. Sick leave does not accrue during periods of unpaid leave.

10.3.5 Unused sick leave will be allowed to accumulate until the employee has accrued 1,000 hours. Once the employee accumulates the maximum he/she can accrue an additional 96.2 hours throughout the year. This amount will not be allowed to be carried forward to the following year but any amount over the 1,000 hours will be placed in the employee's "catastrophic leave bank" for use by the employee after all other sick leave has been exhausted.

10.3.6 Unused sick leave up to 1,000 hours, excluding those hours in the "catastrophic leave bank" will be paid to employees who resign or retire according to the following schedule:

After five (5) full years employment	10%
After ten (10) full years employment	12.5%
After fifteen (15) full years employment	15%
After twenty (20) full years employment	20%
After twenty-five (25) full years employment	25%
After thirty (30) full years employment	30%
After thirty-five (35) full years employment	35%

10.3.7 An employee absent because of an on-duty accident may elect to receive his/her unused sick leave accumulations to supplement payments received under the Worker's Compensation Law to the extent that the combined amounts shall not exceed the regular wages per week of the employee during such portion of the period of disability as the employee may have accumulated sick leave, and the allowance shall be charged proportionally against such employee's sick leave accumulation.

10.4 Family and Medical Leave. The provisions of the Family and Medical Leave Act, as applicable, shall be followed.

10.5 Bereavement Leave. The City shall provide bereavement leave to the employees of the bargaining unit based on the City policy that went into effect in August 2007.

10.6 Bonus and Incentive Plan. The employees covered by this Collective Bargaining Agreement shall participate in the City's Bonus and Incentive Plan, based on the provisions of that plan.

10.7 Health Benefit Plan. The City of Stillwater shall provide life insurance, major medical coverage and dental insurance to the employees of the bargaining unit. All the provisions relating to the current plans shall remain unchanged for the term of the Agreement unless mutually agreed otherwise by the parties.

10.8 Employee Assistance Program. The City will provide an Employee Assistance Program on the terms outlined in its contract with an Employee Assistance Program. Members are eligible for that program as outlined in that contract. This benefit is limited to the terms and conditions of the contract between the City and the program, and should that contract terminate, this benefit will terminate.

10.9 125 Benefit Plan. The City will provide a product-driven 125 Benefit Plan under the rules and regulations promulgated by the IRS. The Plan will be offered only so long as there is no cost to the City and so long as it is acceptable under IRS rules.

10.10 Uniforms. The current policy and practice regarding uniforms shall continue for the term of this Agreement.

10.11 REAP. All full time employee members of the Bargaining Unit (members) will be offered the Recreation, Entertainment and Activity Program (REAP) retroactive to July 1, 2008.

ARTICLE 11 GENERAL RULES AND REGULATIONS

11.1 Pay Period/Paydays

11.1.1 All employees are paid biweekly every other Wednesday. Each pay check will include earnings for all hours worked through the end of the previous payroll period.

11.1.2 In the event a regularly scheduled payday falls on a holiday, employees will be paid on the last business day before regular scheduled payday.

11.1.3 If the employee is not working on the day paychecks are issued, checks may be picked up any time after 10:00 a.m. in their Division. If the employee is unable to pick up their check and would like someone else to do so, accommodations should be made in advance. Proper identification must be shown at the time the check is picked up.

11.1.4 Employees may elect to have direct deposit of their paychecks by filling out the proper authorization form available from the Human Resources Department. Employees using direct deposit will receive an itemized statement of wages.

11.2 Working out of Classification.

11.2.1 When employees are temporarily assigned from the classification in which they are regularly employed to another classification paying a lesser wage, they shall suffer no wage reduction. After employees have been assigned for an accumulated period of forty (40) hours to a classification paying a higher wage, they shall thereafter receive the wage of the classification to which they are assigned when such assignment is for two (2) hours or more. Temporary assignments shall not exceed one hundred twenty (120) days in a six month period unless due to absences because of employee leaves or unless mutually agreed otherwise by the City and the Union.

11.2.2 Employees who are temporarily assigned to classifications outside the bargaining unit shall receive additional compensation equal to one (1) hour's pay at their regular overtime rate for each day so assigned.

11.2.3 When a line crew is sent to work without a regular Crew Chief, a Journeyman Lineman will be temporarily assigned to act in the capacity of Crew Chief with all the responsibility and authority of that position. The Journeyman so assigned will receive a rate of pay as outlined above when he is acting as Crew Chief.

11.2.4 If neither of the crew members on the two man trouble crew are Crew Chief during regular working hours, the senior qualified crew member shall be designated as Acting Crew Chief on the trouble crew. If one of the two is a Crew Chief, he will also be Crew Chief when on the on-call crew. Management will attempt to avoid assigning two Crew Chiefs to the same on-call duty.

11.2.5 Maintenance personnel at Boomer Lake Station (BLS) may also be assigned to work in Plant Operations.

11.2.6 Any non-worked paid time, i.e., sick leave, annual leave, holidays, etc., is to be paid from the appropriate step of the wage group where the employee is normally assigned.

11.2.7 When working out of classification, an employee shall be paid 6% higher than their normal pay rate or at the step one (1) pay rate of the pay classification in which they are working, whichever is greater.

11.3 New or Changed Classifications

11.3.1 New classifications can be established by the City for new jobs occasioned by new equipment, changes in operations or organization of work.

11.3.2 In the event such new job is of substantially different content and qualifications from those currently existing in the bargaining unit the rates of pay shall be negotiated and agreed upon if possible prior to the beginning of the regular work on the new job. If the rate of pay is not agreed upon prior to such time, then the new rate when agreed upon shall be retroactive to the date of the beginning of regular work in the new job.

11.3.3 In the event the job content for the new position is not so substantially different from that existing for another classification currently existing in the bargaining unit the rate of pay for the new position shall be the same as the other classification.

11.3.4 Changes in the job content of existing classifications because of new equipment, changes in operations, or organization of work shall not require changes in rates of pay, unless occasioned by substantially different job content and qualifications required in the work of the classification. In the latter event, the City and the Union shall negotiate appropriate change in the rate of pay for the position. If such new rate is not agreed upon prior to the date of the change in the job, the new rate of pay when agreed upon shall be retroactive to that date.

11.4. Personal Protective Equipment. The City shall determine the necessary tools, clothing, and protective devices/equipment to be used on the job. These may include but not be limited to: safety glasses, hard hat, hearing protection, leather gloves, mechanic's gloves, rain gear, rubber gloves, welding protection, cutting torch protection, breathing protection, fall protection, face shields, aprons, high/low voltage rubber gloves with leather protectors, high voltage sleeves, flash protection, Kevlar cut-resistant gloves, rubber blankets, and other necessary protective equipment. The City shall provide such personal protective equipment to the employee. The City shall also furnish approved climbers, pads, straps, body belts, accessories to body belts, replaceable gaffs and safety straps, to those employees whose job classification requires their use.

11.5 Inclement Weather. During weather conditions which create a threat to employee's health, precautions will be ordered by the City to provide the safest work environment possible. Employees will be required to work outside during emergencies and may be required to work outside on non-emergency jobs to provide scheduled service to the customer. Department Head will direct its division heads to use sound judgment and common sense in the assignment of outdoor work during inclement weather. Management and the Union will cooperate in ensuring productive and reliable service to customers while protecting employees' safety and well being.

11.6 Electric Line Apprentice Program

11.6.1 The City shall provide a four-year Electric Line Apprentice program for each entry level employees hired within the electric Distribution division. Employees will be enrolled in the program upon successful completion of the six-month introductory period. However, first year apprentices may be allowed credit for work experience completed during their introductory period.

11.6.2 The program shall consist of on-the-job and supplement training as well as an individual study and examination program as administered through Municipal Electric Systems of Oklahoma, Inc. (MESO).

11.6.3 Apprentices are generally expected to advance one apprentice level annually within the program so long as they have satisfactorily completed 2,000 hours of work experience and passed all examinations for their current apprentice level. On occasion, an apprentice may need additional time to complete the study and examinations related with an apprentice level or to demonstrate their ability to perform all functions expected of an apprentice at that level. In these cases, apprentices will be allowed to delay their advancement to the next level so long as the division head is satisfied continued progress is being made and that such delay does not cause undue hardship on the department. Unsatisfactory progression within the program shall be grounds for discipline up to and including termination regardless of the levels completed.

11.6.4 Upon enrollment in the Electric Line Apprentice program, employees will receive a written performance evaluation and then thereafter receive performance evaluations each time they have met qualifications to advance to the next level in the program. These performance evaluations may not correspond with an employee's annual review date as they are based on completion of both on-the-job training and individual study/examination.

11.6.5 Upon successful completion of the apprenticeship/training program the City shall request a certificate of completion from MESO and a Journeyman Lineman's card from the U.S. Department of Labor.

11.7 **Bulletin Boards.** The City will provide space for the installation of Union bulletin boards in each department covered by the bargaining unit.

**ARTICLE 12
SCOPE OF AGREEMENT**

12.1 The City agrees to pay, effective, July 1, 2008, the wage scales in effect July 1, 2008 with an upwards adjustment of Three Percent (3%), unless changed by mutual agreement of the parties.

12.2 This Agreement shall take effect as of the 1st day of _____, ____ and shall remain in full force and effect through the 30th day of June, ____ unless otherwise specifically provided for herein. In the event that either party desires to modify or amend this Agreement the party desiring to modify or amend shall serve written notice upon the other party no later than February 1 of the anniversary date of the Agreement. In the event that unresolved issues arising out of the failure to negotiate a renewal or modification of this Agreement remain on April 1, the Federal Mediation and Conciliation Service (FMCS) will be notified to assist the parties in resolving the issues. In the event that the FMCS is unsuccessful in assisting the parties in resolving the issues all remaining issues shall be submitted to binding and final arbitration at the request of either party. Negotiations may continue until a decision is issued by the Arbitrator.

12.3 Any portion of this Agreement may be changed at any time by mutual consent of the parties.

12.4 The above and foregoing, together with the wages attached hereto, subject to approval of the International President of the I.B.E.W. and the Stillwater City Council shall constitute the Agreement between the parties.

In witness whereof, the parties have affixed their signatures this 29th day of June, 2009

For the City of Stillwater:

By *Matthew Potts* (Mayor)
By *Don Gallaway* City Mgr.
By _____
By _____
By _____

For the Union:

By *Fannie Sullivan*
By *St. R. Be*
By _____
By _____
By _____