

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
OFFICE TECHNICAL (OT) & ADMINISTRATIVE TECHNICAL (AT)
LOCAL NO. 1180
AFL-CIO**

DECEMBER 18, 2008- JUNE 30, 2009

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ARTICLE 1 – PREAMBLE

Section 1.1 This Agreement, entered into by and between the City of Tulsa, Oklahoma, a municipal corporation hereinafter referred to as “City” or “Employer,” and Local No. 1180, American Federation of State, County and Municipal Employees (“Union”), AFL-CIO, has as its purposes the promotion of harmonious relations between the Employer and AFSCME Local 1180 and the establishment of an equitable and peaceful procedure for the resolution of differences; to insure the well-being of employees and the efficient and economical operation of the department in which they are employed; and the establishment of rates of pay, hours of work and other conditions of employment.

Section 1.2 This Agreement shall serve as the basic, initial contract for the remainder of FY 08-09 from the date of execution. The City of Tulsa and the Union each reserves the right to re-negotiate all terms in the next contract negotiations without prejudice to their positions.

Section 1.3 Appendices to this Agreement are:

Appendix A-1 – Office Technical (OT) Pay Schedule;

Appendix A-2 – Administrative Technical (AT) Pay Schedule

Appendix B – Steward List

Appendix C – Work Rules for Personal Conduct

ARTICLE 2 – RECOGNITION

Section 2.1 Employer recognizes AFSCME Local 1180 as the exclusive bargaining agent for all permanent, non-probationary employee(s) in the Office Technical (OT) and Administrative Technical (AT) classifications (“Employee”) except those designated as “Confidential Employees” as defined by the Oklahoma Municipal Employee Collective Bargaining Act, 11 O.S. §51-200 et seq.

Section 2.2 For the purpose of this Agreement, a probationary Employee shall be defined as an Employee who has served less than one (1) year from the original appointment date or the most recent rehire date as an employee. Probationary Employees shall be covered under the terms and conditions of employment set forth in this Agreement, except that probationary Employees shall have no right of appeal, due process, or property rights in their positions until after completing the probationary periods as specified by the Civil Service Commission and this Agreement. Additionally, the just cause standard shall not apply to probationary Employees.

Section 2.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders. Reference to AFSCME Local 1180 or Union shall mean the composite AFSCME Union. Whereas, the term “OT/AT Unit” will specifically refer to the Office Technical/Administrative Technical bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 AFSCME Local 1180 recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with all applicable laws and with its responsibilities; Employer retains all other 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 Tulsa and the ordinances and regulations promulgated thereunder, and the Human Resources Policies and Procedures Manual, and the powers of authority which Employer has not officially abridged, delegated, granted or modified by the Agreement are retained by 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. Such rights include, but are not limited to, the rights outlined below.

- (1) To direct the work of municipal employees including all Employees to include:
 - (a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;
 - (b) assigning and determining working hours, including overtime, and allocating and assigning work or duties to employees of the City;
 - (c) managing and directing the employees of the City of Tulsa, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer, furlough, or lay off, or to discharge, suspend, demote or discipline any City employee, whether probationary or non-probationary;
 - (d) determining the table of organization of the City of Tulsa, including the right to organize and reorganize, to determine job classifications and ranks, to determine the number of employees to be employed, to determine staffing of shifts and departments, and to determine the standards of performance of employees;
 - (e) determining the safety, health and property protection measures for the City of Tulsa;
 - (f) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;
 - (g) determining the methods, means, tools, procedures, location and personnel by which the operations of the various departments of the City are to be conducted, including the right to contract existing and future work;

- (h) introducing new, improved, or different methods and techniques of operation for the various departments, or change or eliminate existing methods and techniques;
 - (i) maintaining the efficiency of operation of the City of Tulsa;
 - (j) determining the amount of supervision necessary; and,
 - (k) determining and controlling City budgets.
- (2) To determine the qualifications for employment and the nature and content of personal examinations; and,
- (3) To take actions as may be necessary to carry out the City's mission in emergencies.

Section 3.2 It is also understood and agreed that in the event the Employer should waive, knowingly or otherwise, any right it may have, when the Employer believes it is in the best interest of the Employee and Employer, the waiver of such right shall establish no precedent and such right shall establish no precedent and such right shall not be reduced, diminished, or lost in any other event or action, past, present, or future.

ARTICLE 4 - SAVINGS CLAUSE

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

Section 5.1 Employees may authorize payroll deductions for the purpose of paying union dues. An Employee who becomes a member of the Union shall maintain membership in the Union for a period of one year from the date of Employee signing the payroll deduction card unless revoked by procedures outlined in Section 5.2.

Section 5.2 Payroll deductions for Union membership shall be for the one year period defined above and shall automatically be renewed for successive similar periods unless revoked by proper signatures on a form provided by Local 1180. This form shall be copied by the Union with the Employee retaining one copy and the Employer receiving one copy at Payroll. The form shall be properly signed by the Union President and Secretary Treasurer as well as the initiating employee. Payroll deduction of Union dues shall initiate or cease within thirty (30) days from the City's receipt of the form from Local 1180.

Section 5.3 Employees who move to positions outside of this Bargaining Unit shall notify their payroll clerk in writing of such move. Upon receipt of the written notification, the City shall cease such deductions.

ARTICLE 6 - CHECK-OFF OF DUES

Section 6.1 The Employer agrees to make payroll deduction from the wages of each Employee who has signed an authorization for payroll deduction card, in the amount certified by the Secretary of Local No. 1180 as the Union dues. The deduction shall be made from the second paycheck each month, if any, and the total dues will normally be delivered to the Treasurer of Local No. 1180 not later than ten (10) days after the deduction.

Section 6.2 The Employer agrees that deduction of Union dues for the prescribed period of time shall be according to this Agreement and shall be authorized by the Employee's signature on the Union Authorization Card.

Section 6.3 The Union shall indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues.

Section 6.4 There shall be no solicitation of Union dues during regular working hours by members or representatives of the Union, nor solicitation of employees for membership in the Union during working hours, nor solicitation of Union members to discontinue membership in the Union during working hours.

ARTICLE 7 - STRIKES AND LOCKOUTS

Section 7.1 No strikes of any kind shall be caused or sanctioned by AFSCME Local 1180 or Employees. AFSCME Local 1180 or Employees will 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 will 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 strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph will be grounds for disciplinary action, including discharge for all such Employees involved. An Employee who believes that such discipline or discharge by the Employer was not justified shall have recourse through the Grievance Procedure.

Section 7.2 Upon notification confirmed in writing by the Employer that a strike, mass absenteeism, slowdown, or any type of concerted work stoppage is in progress, AFSCME Local 1180 shall notify Employees to return to work and shall take all reasonable action to secure the Employees' return to work as promptly as possible.

Section 7.3 The City agrees that no lockout of Employees shall be instituted.

ARTICLE 8 - DISCRIMINATION

Section 8.1 The Employer and the Union jointly agree that there shall be no discrimination against any employee in any manner which would violate any applicable laws or because of race, creed, color, sex, age, religion, political beliefs, national origin, ancestry, or disability in any manner involving employment – including recruitment, advertising, appointment, promotion, layoff, compensation, benefits, training, selection for training, or any other terms, conditions or privileges of employment.

Section 8.2 An Employee shall not be discriminated against because of his/her status of Union membership or non-membership or for exercising any rights under this Agreement. This shall include, but not be exclusive of, filing of grievances or participating in investigations, organizing, negotiating, or otherwise supporting the Union.

Section 8.3 Employer and Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity. The parties agree that the Union shall have a representative on the City's Affirmative Action/Equal Employment Opportunity Committee that is established to review the employment practices of the City and, if deficiencies are found, to recommend and support the implementation of appropriate corrective actions related to those deficiencies.

Section 8.4 All grievances regarding discrimination under this article shall be filed under the rules outlined in Section 104 of the Human Resources Policies and Procedures Manual.

Section 8.5 The City and Union acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that Work Rule R-29 is set forth to preclude any employees from threatening, intimidating, harassing, coercing or interfering with other employees on the job. The Union and the City agree no action in violation of Work Rule R-29 shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected group discrimination, shall be administered through Article 10 processes within this Agreement.

ARTICLE 9 - DISCIPLINE

Section 9.1 The City reserves the right to discipline or discharge any non-probationary Employee for cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure. In the administration of this Article, discipline shall be expedient, progressive in nature, based upon the circumstances of the offense and the Employee's performance record, and be corrective rather than punitive (except in the case of termination). This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge. Pursuant to Tulsa's Charter and Civil Service rules, probationary Employees have no due process or property rights in their positions until after completing the initial probationary period, which shall mean probationary Employees cannot file disciplinary related grievances or be the subject of such grievances.

Section 9.2 The City and Union agree Employees shall be treated as consistently as possible as concerns the application of discipline and/or other actions regarding work rules as found within Appendix C, Work Rules for Personal Conduct. This shall not preclude the rights of individual departments and managers to set forth specific rules or manners of operating their work areas which are related to the provision of specific services and the mission of their work sections.

Section 9.3 If it is necessary to interview an Employee to discover information as part of an investigation, and the Employee has a reasonable belief that the interview may result in disciplinary action against him or her, the Employee has the right, upon request, to have a Union representative present. Management is not required to inform the employee of his/her witness rights; it is the Employee's responsibility to know and request Union representation. The Union representative shall be told the purpose of the meeting and be given reasonable time to confer with the Employee before the meeting. Employees have the right to not participate in such a meeting if management denies union representation and continues to question the Employee.

Section 9.4 For minor offenses by an Employee, management has a responsibility to discuss such matter with the employee. Counseling of this type shall be held in private between the Employee and the supervisor. Counseling is not considered discipline and is not subject to the Grievance Procedure. A written Employee Counseling Record may be completed to document such counseling with a copy provided to the Employee. The Employee may provide a written response, which shall be retained with the written Employee Counseling Record. It is understood informal counseling sessions occur from time to time which may not be documented in any manner. Employee Counseling Records shall not be placed in the employee's official Human Resources Department file.

Section 9.5 Employees shall be given the opportunity to have a Union Steward or representative, chosen by the Employee, present in any disciplinary hearing. Employees shall be notified in writing of any pre-action or pre-termination hearing at least two (2) working days prior to such hearing. The written notification of hearings shall include: 1) general information concerning the alleged offense(s), 2) the work rule(s) violated (if any), 3) the policy or procedure(s) violated (if any), 4) the time, date and place of hearing, and 5) the right to have a Union Steward or representative at the hearing.

Section 9.6 Notice of a pre-action hearing means that the Employee is being considered for discipline involving a suspension or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing.

Section 9.7 Discipline above the level of written reprimand shall require a certified hearing officer from outside the department except in Public Works which shall require a certified hearing officer from outside the work division. An Employee must be afforded an opportunity to hear and discuss the charges and major supporting evidence against him/her prior to any decision being made. Upon conclusion of a disciplinary hearing, the Union Steward or representative shall be afforded the opportunity to meet privately with

the hearing officer for no more than ten (10) minutes prior to the hearing officer meeting with management representatives. Hearings shall be conducted by an impartial hearing officer designated by the department head.

Section 9.8 Discipline shall include: written reprimands, suspensions, demotions, and discharges. Employees disciplined shall be given a copy of such discipline at the time such action is taken. This document shall include the specific reasons for such discipline such as, approximate time and location, specific work rule or regulation violated, action of the employee and if appropriate, recommend corrective action to the Employee. A non-probationary Employee shall have the right to appeal or grieve such discipline as provided under Article 10 or Article 11 of this Agreement.

Section 9.9 Pending a pre-action or pre-termination hearing, the City may suspend an Employee until investigation of the incident is completed and will normally place the Employee on paid administrative leave. The Employer shall normally hold a pre-action or pre-termination hearing no less than two (2) working days and within five (5) working days of the suspension or as soon as reasonably possible. In cases where the Employee is on paid administrative leave, the Department shall have sole authority to extend the five (5) working day requirement due to investigation process considerations and/or upon receipt of an extension request from the Union. If the Employee has been involved with a possible criminal offense, the employee shall be placed on either authorized personal leave or leave without pay and the timeframes for investigation and the pay status determination shall be solely at management's discretion.

Section 9.10 It is understood that previous disciplinary issues shall be considered part of the progressive disciplinary process regardless of similarity. However, disciplinary actions shall normally be considered in future disciplinary reviews for a maximum of only two (2) years, except in cases involving unusually serious offenses including but not limited to allegations of discrimination or sexual harassment, or harassment based on other protected characteristics. Any documentation relating to a specific disciplinary action overturned through either the grievance or appeal procedure shall be removed from the Employee's Human Resources Department file and the Employee's official personnel file within his/her department.

Section 9.11 It is agreed reduction of accrued vacation in lieu of suspension is an effective means of corrective discipline. Vacation leave accrual reduction in lieu of suspension for excessive absenteeism shall be offered to an Employee and, if accepted by an Employee, shall be considered a suspension for purposes of progressive discipline. An Employee who commits a non-absentee offense for which the Employee could be suspended, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. Only one vacation leave accrual reduction may be imposed during any twelve (12) month period. Vacation Leave accrual reduction shall be limited to a maximum of five (5) days and shall be considered non-grievable.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1 The Union or any member of the bargaining unit may file a grievance concerning the meaning, application, and/or interpretation of the specific articles of this Agreement and the application of any work rules or regulations affecting the members of the bargaining unit with the exception that probationary Employees shall have no right to grieve disciplinary issues under this article. The grievance procedure set forth in this Article shall apply to all disciplinary or work rule issues except those issues involving: (A) suspension, demotion or dismissal appeals which are determined by the employee and/or Union as issues to be processed under Article 11 Civil Service disciplinary appeals (rather than through arbitration processes); or (B) grievances involving promotional matters which shall only be processed per Article 11 provisions.

Section 10.2 Normally, except and unless specifically provided differently within particular sections of Article 10 or Article 11, no matter shall be entertained as a grievance hereunder unless it is raised as such within fifteen (15) calendar days after the occurrence of the event or after the Employee becomes aware or reasonably should have been aware of the event giving rise to the grievance.

Section 10.3 In the instance of an Employee's grievance involving non-approval of Injury Leave arising from a decision of the Claims Administrator, any such issue shall be entered at the third step of the grievance procedure within ten (10) working days of receipt of the notification of non-approval of Injury Leave benefits from the Claims Administrator.

Section 10.4 Normally all grievances, other than as set forth in Sections 10.1 and 10.3, shall be processed in accordance with the following steps:

Step 1. The grievance shall be discussed verbally by the grieving Employee with the Employee's immediate supervisor. The appropriate Union Steward or representative shall be present at the first step of the Grievance Procedure if requested by the Employee. It shall be the responsibility of the grievant to verbally notify the supervisor that this is the first step of a formal grievance. The immediate supervisor shall orally submit his/her answer to the grieving Employee or Steward within three (3) working days.

Step 2. If the grievance is not settled in Step One (1), the grieving Employee shall contact a Union representative and the grievance shall be reduced to writing stating the nature of the complaint including specific event(s) and facts upon which the grievance is based, and the Article or Articles of the Agreement alleged to be in violation. All Step 2 grievances shall be filed through the Union and the Union shall have the final authority to determine whether or not a grievance shall proceed. Upon approval of the Grievance Review Committee, the written grievance will be submitted to the grieving Employee's department head within ten (10) working days after receipt of the supervisor's oral answer in Step One (1). The department head may investigate and/or meet with the parties involved at

his/her discretion. Within ten (10) working days after receipt of this written grievance, the employee's department head shall answer the grievance in writing to the Union office. If the grievance remains unresolved, the Union and its representative shall forward the grievance as originally written and the attached answer to the Human Resources Director within five (5) working days after receipt of the department head's answer.

Step 3. Within ten (10) working days after receipt of the grievance, the Human Resources Director or his/her designee and the supervisory representative of the department in which the grievance was initiated shall meet with designated representatives of the Grievance Committee of the Local Union (per Section 12.4) in an attempt to resolve the grievance. A grieved Employee and one (1) material witness requested by the Union may be present at such a meeting at the discretion of the witness without loss of regular pay. Within ten (10) working days after the hearing, the Human Resources Director or his/her designee will submit to the Union the City's answer to the grievance.

Step 4. If the grievance is unresolved after receipt of the Human Resources Director's answer, the Union may request in writing within fifteen (15) working days that the grievance may be submitted to impartial arbitration. The parties may, by mutual agreement, request and obtain a mediator from the Federal Mediation Conciliation Service or other acceptable source. The mediation effort shall take place as soon as practical for purposes of resolving the grievance. Within five (5) working days after the mediation meeting, the Human Resources Director or his/her representative will submit to the Union the City's mediation answer to the grievance. Within five (5) working days from receipt of a request for arbitration, the parties shall jointly request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. Within five (5) working days from receipt of such a panel, a representative of the Union and the City shall meet and alternatively strike names until one (1) Arbitrator remains who shall be selected as the Impartial Arbitrator. The party requesting arbitration shall strike the first name.

Step 5. Both the Federal Mediation and Conciliation Service and the Arbitrator selected shall be notified of the appointment within five (5) working days from the date of selection. The date for the arbitration hearing shall be set within ten (10) working days from the date of such notification to the Arbitrator. Two (2) representatives from Local No. 1180, the grieved Employee, and up to two (2) material witnesses requested by the Union may be present at such arbitration hearing without loss of regular pay for time spent in arbitration if the hearing is scheduled during the Employee's normal work period. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the Arbitrator.

The Arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

Step 6. With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings and recommendations of the Arbitrator shall be final and binding on the parties to this Agreement; however, the authority and responsibility of the Employer as provided by the Charter of the City of Tulsa shall not be usurped in any manner unless specifically amended or modified by this Agreement. The Arbitrator's authority is strictly limited to the interpretation and application of the terms of this Agreement. The Arbitrator shall have no jurisdiction to establish a new agreement or any variation or modification of the present Agreement nor to arbitrate away, in whole or in part, any provision of this Agreement or any supplements thereto or amendments thereof; nor shall any wage structures or structure of job classifications covered by this Agreement be subject to arbitration. This shall not preclude individual wage grievances.

Step 7. It is specifically and expressly understood that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum. The cost and expenses incurred by the Impartial Arbitrators shall be shared equally by the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 10.5 All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the Union fails to follow specified grievance filing time constraints, the Union and or grievant forfeits grievance rights. If the City fails to respond within specified time constraints, the lack of response shall be considered a denial of the grievance at that particular step.

ARTICLE 11 - CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL APPEALS

Section 11.1 All Civil Service Commission related appeals and grievances by bargaining unit members shall be processed through the Union office. The administration of Civil Service Commission related grievances and appeals shall normally be handled by the Human Resources Director or designee or Personnel Director as set forth in the City Charter. An Employee's written grievance or any appeal request notice shall include an Employee's specific objection(s) to the original action.

Section 11.2 Discipline involving only suspensions, demotions and dismissals may be appealed to the Civil Service Commission and shall be made solely for good and sufficient cause. Non-probationary Employees shall be afforded an opportunity to hear and discuss

charges and evidence prior to any such disciplinary actions. Non-probationary Employees who are suspended, demoted or dismissed shall be provided written notice of the disciplinary action as provided in Article 9. A copy of the notice shall also be filed concurrently with the Human Resources Department.

Section 11.3 A non-probationary Employee may file a written request for a Civil Service Commission hearing of any suspension, demotion or dismissal with the Personnel Director or designee within ten (10) calendar days from receipt of the department's disciplinary notification. The Employee and Union may instead elect to process a suspension, demotion or dismissal through the Article 10 grievance process. A Civil Service Commission appeal shall be considered a waiver of any rights for an Article 10 arbitration appeal. An Article 10 arbitration appeal shall be considered a waiver of any rights for a Civil Service Commission appeal.

Section 11.4 If a non-probationary Employee files a written request for a Civil Service Commission hearing of discipline as set forth in .3 above, the Civil Service Commission hearing shall be held within the time frame established and/or set forth based upon the City Charter, (currently sixty (60) days) after the filing of the initial Employee request with the Personnel Director or designee. The Human Resources Director or designee shall investigate, review, and/or hold a preliminary hearing to determine whether to modify the department's action. A written statement of the Human Resources Director or designee's recommendation shall be provided to the employee and to the Civil Service Commission at least five (5) working days prior to the Civil Service Commission hearing. The non-probationary Employee may accept the recommendation or continue his/her appeal to the Civil Service Commission.

Section 11.5 If a non-probationary Employee appears as a grievant or any Employee appears as a witness at a Civil Service meeting, he/she shall be allowed to appear on City time at no loss of pay as long as his/her attendance is required. Only three (3) material witnesses (including the grievant) may appear at the hearing unless the Civil Service Commission provides advance approval of more than three (3) material witnesses. If such hearing continues after the conclusion of the Employee's regularly scheduled work hours, the Employee shall be paid on an overtime basis until the conclusion of his/her testimony or until the Employee's presence is no longer required for testimony. At the time an Employee files a written request for a Civil Service Commission hearing, he/she shall also submit a witness list to the designated hearing officer and to his/her department Section Head. An Employee who is required to attend a Civil Service Commission meeting during paid work hours as a witness must have knowledge and be involved with testimony relevant to the case at point.

Section 11.6 The burden of proof shall be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action shall be affirmed by the Civil Service Commission unless sustained by a preponderance of the evidence.

Section 11.7 A grievance involving a promotional matter shall be handled as follows:

- A. If the Employee's grievance involves promotional non-certification or non-selection, the Employee must initiate a grievance by submission of the grievance in writing to the Personnel Director or designee within fifteen (15) calendar days of receipt of the written notification of non-certification or non-selection. Within ten (10) working days after receipt of the grievance, the Personnel Director or designee shall conduct a hearing which shall include the designated representatives of the Grievance Committee of the Local and the Employee for purposes of gathering facts relating to the case. The Employee and one material witness may be present at the hearing without loss of pay. Within ten (10) working days after the hearing, the Personnel Director or designee shall submit to the Union and the Employee the City's response to the grievance.

- B. If an Employee decides that his/her promotional grievance has not been resolved by the investigation and response to the grievance by the Personnel Director or designee, the Employee may file a written request for a Civil Service Commission hearing of the issue within fifteen (15) calendar days from the receipt of the City's written response. Within ten (10) working days from receipt of the Employee's written request for such hearing, the Personnel Director or designee shall provide to the Civil Service Commission Secretary, the Union and the Employee a "Civil Service Commission recommended resolution" relating to the grievance. The recommended grievance resolution shall include the date, time and location of the meeting when the matter will be submitted to the Civil Service Commission.

Section 11.8 The Civil Service Commission hearing may result in approval, denial or modification of the department's action and/or the Human Resources Director or designee's recommendation, or the Personnel Director's decision. Time limits set forth within this Article may be extended by mutual consent of the parties except for those time frames set forth and required under the City Charter.

ARTICLE 12 - UNION STEWARDS AND GRIEVANCE COMMITTEE

Section 12.1 Employees within the OT/AT Unit shall be represented by Stewards in areas of the City employment set forth in Appendix B. The Union shall furnish the Human Resources Department a written list of names of the Stewards and shall keep the list current at all times. On a biannual basis the Union shall provide the Human Resources Director or designee with a complete updated list of the Stewards for the OT/AT Unit and their work locations. No more than eighteen (18) Employees shall be designated as Union Stewards to serve in the combined areas set forth in Appendix B. No more than three (3) stewards shall be designated as Chief Stewards of the OT/AT Unit. Chief Stewards shall each be selected from different departments with the exception of the Public Works Department. Two (2) of

the Chief Stewards may be appointed from different divisions of the Public Works Department. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 12.2 Before investigating or engaging in any activity relating to grievances, a Steward shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from his/her supervisor, the Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance without loss of pay for such time spent up to a maximum of two (2) hours per week. Any Employee who requests to discuss a grievance matter with a Steward during working hours shall first request and receive the authorization of his/her immediate supervisor. Each Chief Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance without loss of pay for such time spent for a maximum of four (4) hours per week.

Section 12.3 All Union business shall be conducted at a time and location to cause the least possible interference with the work assignments of Stewards and/or other Employees.

Section 12.4 The Grievance Committee for the Union shall be composed of the President, Vice-President, Secretary-Treasurer, Recording Secretary, and the Chief Steward(s). The officers and Chief Steward(s) of the OT/AT Unit shall request authorization from their supervisors prior to attending a Human Resources Director or designee's grievance meeting and shall receive their regular compensation for such time spent during regularly scheduled working hours. The Union President and no more than two (2) officers or Chief Stewards or regular stewards, chosen by the Union President, shall attend such a meeting unless otherwise agreed by both parties.

ARTICLE 13 - UNION VISITATION AND NOTIFICATION

Section 13.1 Authorized representatives of the Union shall first report to an appropriate supervisor within the department or section in which the business is to be transacted prior to entering the work area. Upon receiving authorization by the supervisor, the Union representative will be permitted to enter the premises to carry out his/her transaction in a location designated by the supervisor. Time spent in such transactions shall be kept to a minimum and shall not interfere with normal work activities of City employees.

Section 13.2 Management shall provide the Union and the Human Resources Director or designee with a copy of all written personnel policies, safety policies or non-operational work rule changes affecting employees within any work area as soon as reasonably possible. Such issues shall be presented at least thirty (30) days prior to implementation in order to provide the Union or the Human Resources Director or designee an opportunity to provide feedback.

ARTICLE 14 - EFFECT ON PRIOR AGREEMENTS

This Agreement shall supersede and take precedence over all agreements, supplemental agreements, amendments, attachments to agreements, letters of understanding and similarly related documents executed between the City and Union prior to the signing of this Agreement, provided that all rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, shall be satisfied or discharged.

ARTICLE 15 - DURATION OF AGREEMENT

Section 15.1 This Agreement shall become effective on execution, and shall remain in full force and effect until midnight, June 30, 2009. The parties agree that this Collective Bargaining Agreement may be extended after June 22 of each fiscal year by a written executed Memorandum of Understanding through affirmative action of the parties, for successive periods of one (1) year each.

Section 15.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, shall meet at reasonable times with agents of the OT/AT Unit to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, the Union shall notify the Human Resources Director or designee, in writing, no later than the last Friday in January immediately prior to the beginning of a new fiscal year for which no collective bargaining agreement has been negotiated. Negotiations for a new collective bargaining agreement shall begin no earlier than the first working day in February and no later than the first working day in March.

Section 15.3 The City agrees to provide time off for three (3) Employees to act as the negotiating team for the OT/AT Unit. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives of the City and shall be compensated for such time so engaged during the Employee's regularly scheduled working hours.

Section 15.4 Once a tentative collective bargaining agreement has been reached, the Union shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the Union's bargaining agent and the City representative are unable, within sixty (60) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues may be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute

resolution, the Union's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

Section 15.5 Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives shall meet within ten (10) working days after receipt of the list and strike names alternately from the list until one (1) remains. The Party requesting arbitration shall strike first. The arbitrator selected shall call a hearing to be held within a reasonable period of time after the arbitrator receives notification of his/her selection and the parties and the arbitrator agree on possible dates. The hearing shall be informal and the rules of evidence prevailing in a court of law may be applied by in the arbitration. The Party requesting arbitration shall present their case to the arbitrator first. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The arbitrator shall issue written finding and recommendations with respect to all issues presented. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

Section 15.6 An agreement of the parties, or an arbitrator's award resulting from Section 15.4 above, will be finalized through the processes set forth in the City of Tulsa Collective Bargaining Ordinance and Human Resources Policies and Procedures or as may be required by the Oklahoma Municipal Employee Collective Bargaining Act (OMECBA), 11 O.S. §§51-200 et seq., and as it may be amended. Notwithstanding the above, City specifically reserves any and all rights and objections it may have regarding the application of OMECBA to this Agreement.

ARTICLE 16 – WAGES AND PERFORMANCE INCREASES

Section 16.1

- A. For the term of this Agreement the pay chart shown as Appendix A-1 shall be effective for Office Technical (OT) Employees and the pay chart shown as Appendix A-2 shall be effective for Administrative Technical (AT) Employees. Employees shall be placed within the Appendix A-1 or A-2 pay chart, as appropriate, within the same pay grade that he/she had on the day prior to execution of this Agreement.
- B. Effective January 1, 2009, all SPI (satisfactory performance increase) eligible Employees shall be moved to the next pay step within the same pay grade on the Appendix A-1 or A-2 pay chart, as appropriate, provided the Employee has completed one year of service and is not within a probationary period following a promotion. Employees who complete one year of service or who complete a promotional probationary period between January 1, 2009 and June 30, 2009 and are otherwise eligible for

an SPI shall receive an SPI effective the pay period following completion of the respective probationary period.

- C. A Satisfactory Performance Increase (SPI) is an annual increase in pay involving movement from one pay step to the next pay step within the same grade level and requiring at least a proficient performance rating to become eligible. Individuals rated inadequate are ineligible for an SPI. Funding and implementation of future SPI's, if any, shall be determined through negotiation and budgetary processes, and shall be effective in January of each year if negotiated and budgeted for that fiscal year.
- D. If an Employee is to change positions and/or grade levels effective January 1, 2009 or July 1, 2009, such changes shall be effected after the Employee's placement on the pay schedule as described above. An Employee may not exceed the highest step within his/her pay grade.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the 18th day of December 2008.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL NO. 1180

By: Bill Roland
President

Paula S. Powers-Jacobs
Bargaining Committee Member

Harold Adair
Bargaining Committee Member

Anthony Pearce
Bargaining Committee Member

Bargaining Committee:
Mark Stodghill
Paula Powers-Jacobs
Tami Bunch
Frederick Gocsik
Harold Adair
Angela Jackson
Anthony Pearce

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By: Amy Poluchek
Mayor

Attest: Lynn Bennett
Deputy City Clerk



Approved: Christine J. JAH
Legal Division Mgr. HR/Contracts

Bargaining Committee:
Tony Puckett
Jean Ann Hudson
Nancy Siegel
Joyce Powell
Jeff Wilkie
Ross Weller
Lucy Dolman
Vickie Beyer

**APPENDIX A-1
OFFICE AND TECHNICAL (OT) PAY SCHEDULE**

Pay Grade	Minimum Rate B	C	D	E	F	G	H	I	J	K	L	M	N	O	Maximum Rate P
OT-12															
ANNUAL	14,240.03	14,809.63	15,402.02	16,018.10	16,658.82	17,325.17	18,018.18	18,738.91	19,488.46	20,268.00	21,078.72	21,921.87	22,798.75	23,710.70	24,659.12
MONTH	1,186.67	1,234.14	1,283.50	1,334.84	1,388.24	1,443.76	1,501.52	1,561.58	1,624.04	1,689.00	1,756.56	1,826.82	1,899.90	1,975.89	2,054.93
SEMI	593.33	617.07	641.75	667.42	694.12	721.88	750.76	780.79	812.02	844.50	878.28	913.41	949.95	987.95	1,027.46
H(40)	6.85	7.12	7.40	7.70	8.01	8.33	8.66	9.01	9.37	9.74	10.13	10.54	10.96	11.40	11.86
OT-13															
ANNUAL	15,597.22	16,221.11	16,869.95	17,544.75	18,246.54	18,976.40	19,735.46	20,524.88	21,345.87	22,199.71	23,087.70	24,011.20	24,971.65	25,970.52	27,009.34
MONTH	1,299.77	1,351.76	1,405.83	1,462.06	1,520.55	1,581.37	1,644.62	1,710.41	1,778.82	1,849.98	1,923.97	2,000.93	2,080.97	2,164.21	2,250.78
SEMI	649.88	675.88	702.91	731.03	760.27	790.68	822.31	855.20	889.41	924.99	961.99	1,000.47	1,040.49	1,082.10	1,125.39
H(40)	7.50	7.80	8.11	8.43	8.77	9.12	9.49	9.87	10.26	10.67	11.10	11.54	12.01	12.49	12.99
OT-14															
ANNUAL	17,204.95	17,893.15	18,608.87	19,353.23	20,127.36	20,932.45	21,769.75	22,640.54	23,546.16	24,488.01	25,467.53	26,486.23	27,545.68	28,647.51	29,793.41
MONTH	1,433.75	1,491.10	1,550.74	1,612.77	1,677.28	1,744.37	1,814.15	1,886.71	1,962.18	2,040.67	2,122.29	2,207.19	2,295.47	2,387.29	2,482.78
SEMI	716.87	745.55	775.37	806.38	838.64	872.19	907.07	943.36	981.09	1,020.33	1,061.15	1,103.59	1,147.74	1,193.65	1,241.39
H(40)	8.27	8.60	8.95	9.30	9.68	10.06	10.47	10.88	11.32	11.77	12.24	12.73	13.24	13.77	14.32
OT-15															
ANNUAL	19,272.07	20,042.95	20,844.67	21,678.46	22,545.60	23,447.42	24,385.32	25,360.73	26,375.16	27,430.16	28,527.37	29,668.47	30,855.20	32,089.41	33,372.99
MONTH	1,606.01	1,670.25	1,737.06	1,806.54	1,878.80	1,953.95	2,032.11	2,113.39	2,197.93	2,285.85	2,377.28	2,472.37	2,571.27	2,674.12	2,781.08
SEMI	803.00	835.12	868.53	903.27	939.40	976.98	1,016.05	1,056.70	1,098.96	1,142.92	1,188.64	1,236.19	1,285.63	1,337.06	1,390.54
H(40)	9.27	9.64	10.02	10.42	10.84	11.27	11.72	12.19	12.68	13.19	13.72	14.26	14.83	15.43	16.04
OT-16															
ANNUAL	21,819.40	22,692.18	23,599.86	24,543.86	25,525.61	26,546.64	27,608.50	28,712.84	29,861.36	31,055.81	32,298.04	33,589.96	34,933.56	36,330.90	37,784.14
MONTH	1,818.28	1,891.01	1,966.66	2,045.32	2,127.13	2,212.22	2,300.71	2,392.74	2,488.45	2,587.98	2,691.50	2,799.16	2,911.13	3,027.58	3,148.68
SEMI	909.14	945.51	983.33	1,022.66	1,063.57	1,106.11	1,150.35	1,196.37	1,244.22	1,293.99	1,345.75	1,399.58	1,455.57	1,513.79	1,574.34
H(40)	10.49	10.91	11.35	11.80	12.27	12.76	13.27	13.80	14.36	14.93	15.53	16.15	16.79	17.47	18.17
OT-17															
ANNUAL	24,951.36	25,949.41	26,987.39	28,066.89	29,189.56	30,357.14	31,571.43	32,834.29	34,147.66	35,513.57	36,934.11	38,411.47	39,947.93	41,545.85	43,207.68
MONTH	2,079.28	2,162.45	2,248.95	2,338.91	2,432.46	2,529.76	2,630.95	2,736.19	2,845.64	2,959.46	3,077.84	3,200.96	3,328.99	3,462.15	3,600.64
SEMI	1,039.64	1,081.23	1,124.47	1,169.45	1,216.23	1,264.88	1,315.48	1,368.10	1,422.82	1,479.73	1,538.92	1,600.48	1,664.50	1,731.08	1,800.32
H(40)	12.00	12.48	12.97	13.49	14.03	14.59	15.18	15.79	16.42	17.07	17.76	18.47	19.21	19.97	20.77
OT-18															
ANNUAL	28,145.99	29,271.83	30,442.70	31,660.41	32,926.83	34,243.90	35,613.66	37,038.20	38,519.73	40,060.52	41,662.94	43,329.46	45,062.64	46,865.14	48,739.75
MONTH	2,345.50	2,439.32	2,536.89	2,638.37	2,743.90	2,853.66	2,967.80	3,086.52	3,209.98	3,338.38	3,471.91	3,610.79	3,755.22	3,905.43	4,061.65
SEMI	1,172.75	1,219.66	1,268.45	1,319.18	1,371.95	1,426.83	1,483.90	1,543.26	1,604.99	1,669.19	1,735.96	1,805.39	1,877.61	1,952.71	2,030.82
H(40)	13.53	14.07	14.64	15.22	15.83	16.46	17.12	17.81	18.52	19.26	20.03	20.83	21.66	22.53	23.43
OT-19															
ANNUAL	31,900.58	33,176.60	34,503.67	35,883.81	37,319.17	38,811.93	40,364.41	41,978.99	43,658.15	45,404.47	47,220.65	49,109.48	51,073.86	53,116.81	55,241.48
MONTH	2,658.38	2,764.72	2,875.31	2,990.32	3,109.93	3,234.33	3,363.70	3,498.25	3,638.18	3,783.71	3,935.05	4,092.46	4,256.15	4,426.40	4,603.46
SEMI	1,329.19	1,382.36	1,437.65	1,495.16	1,554.97	1,617.16	1,681.85	1,749.12	1,819.09	1,891.85	1,967.53	2,046.23	2,128.08	2,213.20	2,301.73
H(40)	15.34	15.95	16.59	17.25	17.94	18.66	19.41	20.18	20.99	21.83	22.70	23.61	24.55	25.54	26.56

**APPENDIX A-2
ADMINISTRATIVE AND TECHNICAL (AT) PAY SCHEDULE**

<u>Pay Grade</u>	<u>Minimum Rate</u> B	C	D	E	F	G	H	I	J	K	L	M	N	O	<u>Maximum Rate</u> P
AT-23															
ANNUAL	29,509.09	30,689.45	31,917.03	33,193.71	34,521.46	35,902.32	37,338.41	38,831.95	40,385.23	42,000.64	43,680.66	45,427.89	47,245.00	49,134.80	51,100.20
MONTH	2,459.09	2,557.45	2,659.75	2,766.14	2,876.79	2,991.86	3,111.53	3,236.00	3,365.44	3,500.05	3,640.06	3,785.66	3,937.08	4,094.57	4,258.35
SEMI	1,229.55	1,278.73	1,329.88	1,383.07	1,438.39	1,495.93	1,555.77	1,618.00	1,682.72	1,750.03	1,820.03	1,892.83	1,968.54	2,047.28	2,129.17
H(40)	14.19	14.75	15.34	15.96	16.60	17.26	17.95	18.67	19.42	20.19	21.00	21.84	22.71	23.62	24.57
AT-28															
ANNUAL	32,516.64	33,817.31	35,170.00	36,576.80	38,039.87	39,561.46	41,143.92	42,789.68	44,501.27	46,281.32	48,132.57	50,057.87	52,060.19	54,142.60	56,308.30
MONTH	2,709.72	2,818.11	2,930.83	3,048.07	3,169.99	3,296.79	3,428.66	3,565.81	3,708.44	3,856.78	4,011.05	4,171.49	4,338.35	4,511.88	4,692.36
SEMI	1,354.86	1,409.05	1,465.42	1,524.03	1,584.99	1,648.39	1,714.33	1,782.90	1,854.22	1,928.39	2,005.52	2,085.74	2,169.17	2,255.94	2,346.18
H(40)	15.63	16.26	16.91	17.58	18.29	19.02	19.78	20.57	21.39	22.25	23.14	24.07	25.03	26.03	27.07
AT-32															
ANNUAL	35,971.80	37,410.67	38,907.10	40,463.38	42,081.92	43,765.19	45,515.80	47,336.43	49,229.89	51,199.09	53,247.05	55,376.93	57,592.01	59,895.69	62,291.52
MONTH	2,997.65	3,117.56	3,242.26	3,371.95	3,506.83	3,647.10	3,792.98	3,944.70	4,102.49	4,266.59	4,437.25	4,614.74	4,799.33	4,991.31	5,190.96
SEMI	1,498.83	1,558.78	1,621.13	1,685.97	1,753.41	1,823.55	1,896.49	1,972.35	2,051.25	2,133.30	2,218.63	2,307.37	2,399.67	2,495.65	2,595.48
H(40)	17.29	17.99	18.71	19.45	20.23	21.04	21.88	22.76	23.67	24.61	25.60	26.62	27.69	28.80	29.95
AT-36															
ANNUAL	39,887.62	41,483.12	43,142.45	44,868.15	46,662.87	48,529.39	50,470.56	52,489.39	54,588.96	56,772.52	59,043.42	61,405.16	63,861.36	66,415.82	69,072.45
MONTH	3,323.97	3,456.93	3,595.20	3,739.01	3,888.57	4,044.12	4,205.88	4,374.12	4,549.08	4,731.04	4,920.29	5,117.10	5,321.78	5,534.65	5,756.04
SEMI	1,661.98	1,728.46	1,797.60	1,869.51	1,944.29	2,022.06	2,102.94	2,187.06	2,274.54	2,365.52	2,460.14	2,558.55	2,660.89	2,767.33	2,878.02
H(40)	19.18	19.94	20.74	21.57	22.43	23.33	24.26	25.24	26.24	27.29	28.39	29.52	30.70	31.93	33.21
AT-40															
ANNUAL	44,775.99	46,567.03	48,429.71	50,366.90	52,381.58	54,476.84	56,655.91	58,922.15	61,279.03	63,730.20	66,279.40	68,930.58	71,687.80	74,555.31	77,537.53
MONTH	3,731.33	3,880.59	4,035.81	4,197.24	4,365.13	4,539.74	4,721.33	4,910.18	5,106.59	5,310.85	5,523.28	5,744.21	5,973.98	6,212.94	6,461.46
SEMI	1,865.67	1,940.29	2,017.90	2,098.62	2,182.57	2,269.87	2,360.66	2,455.09	2,553.29	2,655.42	2,761.64	2,872.11	2,986.99	3,106.47	3,230.73
H(40)	21.53	22.39	23.28	24.21	25.18	26.19	27.24	28.33	29.46	30.64	31.87	33.14	34.47	35.84	37.28
AT-44															
ANNUAL	49,472.42	51,451.32	53,509.37	55,649.74	57,875.73	60,190.76	62,598.39	65,102.33	67,706.42	70,414.68	73,231.27	76,160.52	79,206.94	82,375.22	85,670.22
MONTH	4,122.70	4,287.61	4,459.11	4,637.48	4,822.98	5,015.90	5,216.53	5,425.19	5,642.20	5,867.89	6,102.61	6,346.71	6,600.58	6,864.60	7,139.19
SEMI	2,061.35	2,143.80	2,229.56	2,318.74	2,411.49	2,507.95	2,608.27	2,712.60	2,821.10	2,933.94	3,051.30	3,173.35	3,300.29	3,432.30	3,569.59
H(40)	23.78	24.74	25.73	26.75	27.82	28.94	30.10	31.30	32.55	33.85	35.21	36.62	38.08	39.60	41.19
AT-48															
ANNUAL	58,832.10	61,185.38	63,632.80	66,178.11	68,825.24	71,578.25	74,441.38	77,419.03	80,515.79	83,736.42	87,085.88	90,569.31	94,192.09	97,959.77	101,878.16
MONTH	4,902.68	5,098.78	5,302.73	5,514.84	5,735.44	5,964.85	6,203.45	6,451.59	6,709.65	6,978.04	7,257.16	7,547.44	7,849.34	8,163.31	8,489.85
SEMI	2,451.34	2,549.39	2,651.37	2,757.42	2,867.72	2,982.43	3,101.72	3,225.79	3,354.82	3,489.02	3,628.58	3,773.72	3,924.67	4,081.66	4,244.92
H(40)	28.28	29.42	30.59	31.82	33.09	34.41	35.79	37.22	38.71	40.26	41.87	43.54	45.28	47.10	48.98

APPENDIX B
UNION STEWARDS

<u>Location</u>	<u>Number of Stewards</u>
1. Airport	1
2. PW Underground Collection Base, Zoo, and Oxley Nature Center	1
3. Police and Municipal Courts	2
4. One Technology Center (City Hall) and PAC	5
5. Newblock and Charles Page Locations	1
6. Park and Recreation Community Centers	1
7. 56 & Garnett Complex	1
8. 23 rd and Jackson Complex, West Yard, and 2445 S. Jackson	3
9. Animal Shelter, Northside Treatment Plant & Mohawk Treatment Plant	1
10. Lake, Raw Water Supply, and A.B. Jewell	1
11. Galveston and Elwood Locations	1
 TOTAL	 18

APPENDIX C
WORK RULES FOR PERSONAL CONDUCT

It is the policy of the City of Tulsa to foster a mutual concern for the efficient, orderly and safe operation of all City departments. Toward that end it is desirable to have clear, well-defined rules of personal conduct which are understood and communicated between employees at all levels of the organization.

These rules of conduct are not designed to restrict employee rights, but rather to define them and thus protect the rights of all. Disciplinary action will only be taken after consideration of the offense, as well as the work history of the employee. Such action shall be for the purpose of helping the Employee to correct mistakes rather than to merely punish. The application of discipline shall be of appropriate severity for the offense committed and as consistent as possible among all departments of the City.

It is not the intent that the work rules listed below be inclusive, but are stated as guidelines for personal conduct. Commission of, or being a party to, any of the following acts, or other acts contrary to good order, will be grounds for disciplinary action. Such action may include a written reprimand, suspension, demotion or discharge.

RULES

- R-1 Reporting late to work.
- R-2 Failure to report absence from duty to the immediate exempt supervisor or in his/her absence, to an available exempt supervisor within a reasonable period of time (normally as soon as it is apparent that it will be impossible to report for work, but at least thirty (30) minutes prior to the start of the assigned shift), unless otherwise directed by management.
- R-3 Absence from work without notification to an appropriate supervisor.
- R-4 Abuse or misuse of sick leave, funeral leave, or any other City benefits.
- R-5 Absence from duty without reasonable cause.
- R-6 Commitment of acts, on or off the job, which would bring embarrassment, distrust, or discredit to the City of Tulsa.
- R-7 Failure to punch time card or properly use applicable record keeping systems.
- R-8 Knowingly punching the time card of another employee, having one's time card punched by another employee, or unauthorized alteration of a time card or time report.
- R-9 Falsification of any written, electronic, or oral record, report, or documents arising from or related to employment or work with the City.

- R-10 Gambling, or engaging in a lottery on City premises.
- R-11 Immoral, indecent, or obscene conduct or language.
- R-12 Discourteous, disrespectful, or abusive conduct to citizens or other employees.
- R-13 Failure to meet established or appropriate standards of personal appearance and hygiene.
- R-14 Possession of weapons, explosives, or dangerous materials on the job without written authorization from the department head.
- R-15 Posting or removing any item from a bulletin board without proper authorization.
- R-16 Concealment of or failure to report a significant error, mistake, unsafe working condition or injury.
- R-17 Improper use of authority by using official position for personal profit or advantage.
- R-18 Acceptance of a gift or money given with the intent of influencing the employee in the performance of his or her official duties.
- R-19 Violation of the Safety and Health Manual provisions, safety rules or the performance of unsafe work practices.
- R-20 Littering or contributing to poor housekeeping, unsanitary or unsafe conditions on City premises.
- R-21 Conviction of or plea of guilty to a traffic violation while in a City-owned vehicle or while on City time in any vehicle.
- R-22 Using, possessing or selling alcohol or dangerous, illegal or illicit drugs on the job, or reporting to work under the influence of alcohol or such drugs.
- R-23 Taking more than specified time for meals, rest periods or coffee breaks.
- R-24 Stopping work or making preparation to leave work before specified time authorized by the appropriate supervisor.
- R-25 Leaving the work site without authorization.
- R-26 Engaging in horseplay, scuffling, demonstrations, or other actions which are disruptive to the normal work process.
- R-27 Wasting time, loafing, or sleeping on the job.
- R-28 Selling, soliciting, distributing written materials, or collecting money for any non-job related purpose on City time or property, unless given prior, proper authorization.
- R-29 Threatening, intimidating, coercing, assaulting, harassing or otherwise interfering with employees on the job.

- R-30 Fighting during working hours or on City properties or job sites.
- R-31 Refusal to obey order of supervisor or refusing to perform a job assignment. An employee should carry out order and assignments; then if a complaint exists, use the proper grievance procedure.
- R-32 Abusive, disrespectful, or insubordinate language to citizens, supervisors, and other employees.
- R-33 Negligent misuse, damage, or destruction to City property or the property of others.
- R-34 Willful or malicious misuse, damage or destruction to City property or the property of others.
- R-35 Removal of any City property or materials from the work premises without proper authorization.
- R-36 Use of City personnel or materials for purposes which are not authorized by the department head or designee.
- R-37 Theft or misappropriation of City property.
- R-38 Violation of the provisions of the Charter of the City of Tulsa or the Human Resources Policy Manual regarding political activity (see Section 801, Political Activities).
- R-39 Violation of any provision of the Human Resources Policy Manual or established internal departmental policies.
- R-40 Taking, receiving, viewing, or divulging competitive examination materials without proper authorization, or cheating in any way on a promotional procedure or test.
- R-41 Divulging confidential material or reports.
- R-42 Negligence, inefficiency, or incompetence in the performance of job duties.
- R-43 Installing unauthorized software on City computer equipment.
- R-44 Committing or condoning discrimination or sexual harassment.
- R-45 Displaying, distributing or accessing information, material or paraphernalia of a sexually explicit nature.

The above Appendix is not part of the negotiated agreement but has been included in this booklet for informational purposes.