

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LABOR AND TRADES
LOCAL NO. 1180
AFL-CIO**

July 1, 2009 - June 30, 2010

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

Section 1.1 The City of Tulsa recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local No. 1180, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment. The term “employee” as used herein shall be certain permanent, non-supervisory employees in designated job classifications in the Labor and Trades category. The term “Union” will specifically refer to the Labor and Trades bargaining unit. Regular and part-time employees shall be included in the terms of this Agreement. Temporary and seasonal employees shall not be covered by the terms of this Agreement.

Section 1.2 The job classifications included in the bargaining unit are set forth in Appendix B attached hereto and made a part thereof. The City will advise the Union in writing prior to initiation of any general classification studies and will receive input from and communicate with the Union in advance of any changes or additions to the classifications in Appendix B.

Section 1.3 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.

Section 1.4 New employees shall be allowed to attend a brief orientation on paid City time that shall include Union presentations by Union representatives authorized by the Union President. The Union representative used for such orientation shall not be on duty or attending at a time that would interfere with regular work hours or require special leave approval. The City shall allow the Union this orientation opportunity either at regularly scheduled orientations of City employees or at a time determined by the City but normally within six (6) months of original hire. Union presentation timeframes, including allowing new employees to ask questions, shall not exceed fifteen (15) minutes. Bargaining unit employees will be required to attend the orientation. The Union’s presentation and written materials are subject to the Human Resources Director’s approval. The City shall provide the copies of the Collective Bargaining Agreement.

Section 1.5 AFSCME 1180 patches may be added to uniforms of Union members, at the Union's expense. Union patches and placement of patches shall be approved by the Human Resources Director.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Union recognizes the prerogative of Employer to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities. Employer retains all 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 City's Personnel Policies and Procedures Manual, and the power of authority which the City has not officially abridged, delegated, or modified by this Agreement is retained by the City. Such rights include, but are not limited to, the following:

- (1) To direct the work of municipal 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 to 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 2.2 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 3 – 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 4 – DISCRIMINATION

Section 4.1 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 4.2 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 4.3 Employer and the 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 4.4 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 4.5 The City and the 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 12 processes within 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 Except as provided in Section 1.4, 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 – DISCIPLINE

Section 7.1 The City reserves the right to discipline or discharge any non-probationary employee for just 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 7.2 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 D, 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 7.3 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 7.4 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 7.5 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 7.6 Notice of a pre-action hearing means that the employee is being considered for discipline involving a written reprimand, 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. In cases involving written reprimand, the employee may waive the right to a hearing by initialing a waiver of hearing notation on the disciplinary action form.

Section 7.7 Disciplinary hearings involving only a written reprimand shall not require a certified hearing officer, but shall require a hearing officer from outside the department except in Public Works, Parks, and Airports where a hearing officer from outside the division will be acceptable. However, the hearing process shall be conducted in a similar manner. 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 7.8 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 11 or Article 12 of this Agreement.

Section 7.9 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 7.10 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 7.11 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 8 – STRIKES AND LOCKOUTS

Section 8.1 No strikes of any kind shall be caused or sanctioned by the Union or employees. The Union or employees shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph shall 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 8.2 Upon notification confirmed in writing by the Employer that a strike, mass absenteeism, slowdown, or any type of concerted work stoppage is in progress, the Union 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 8.3 The City agrees that no lockout of employees shall be instituted.

ARTICLE 9 – SENIORITY

Section 9.1 City seniority according to this Agreement shall consist of the continuous, accumulated paid service of the employee with the Employer. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or lay-off not to exceed twelve (12) months.

Section 9.2 Classification seniority according to this Agreement shall consist of continuous, accumulated paid service of the employee within a classification specified in Appendix B. The computation of classification seniority shall take into consideration changes in classification titles which reflect an evaluation of the position without contemplating changes in the duties, responsibilities, and nature of the work itself.

Section 9.3 City seniority shall be a factor of consideration in reduction in force, reemployment after lay-off due to reduction in force, and expenditure of vacation leave. The extent to which such seniority shall be a factor is specified in the Article covering reduction in force and vacation leave contained in this Agreement.

Section 9.4 Classification seniority shall be a factor of consideration in shift assignment when not rotated. The extent to which such seniority shall be a factor shall be specified in Article 15 – Hours of Work.

Section 9.5 A City seniority list shall be brought up to date quarterly and a copy shall be furnished to the Union within fifteen (15) calendar days at the end of the quarter. Such list shall include the employee's name, department, position number, classification title, date of classification, pay grade and step within the pay grade, and date of employment.

Section 9.6 Classification seniority lists may be sent or delivered to the Secretary of Local No. 1180 when utilized as a factor specified in this Article. Such lists shall contain only the names, department, and seniority dates of those employees applying for rights based upon classification seniority as specified in this Article.

Section 9.7 All seniority rights shall be forfeited by:

- A. Resignation.
- B. Discharge for cause.
- C. Lay-off in excess of one (1) year.
- D. Failure to report within ten (10) calendar days upon notice of recall from lay-off.
- E. Retirement.
- F. Disability separation.

ARTICLE 10 – UNION STEWARDS AND GRIEVANCE COMMITTEE

Section 10.1 Employees within the bargaining unit shall be represented by Stewards in areas of the City employment set forth in Appendix C. 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 and their work locations. No more than twenty-seven (27) employees shall be designated as Union Stewards to serve in the combined areas set forth in Appendix C. No more than four (4) stewards shall be designated as Chief Stewards of the Union. Chief Stewards shall each be selected from different departments with the exception of the Public Works Department. Three (3) of the Chief Stewards may be appointed from different divisions of the Public Works Department. At Large Stewards shall be considered Chief Stewards and are in addition to the designated Chief Stewards. “At Large” Stewards shall be selected from areas with more than fifty (50) bargaining unit members and/or the combined areas as designated in Appendix – C. Under no circumstances can two Stewards or Union Officers come from the same work unit and report to the same supervisor. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 10.2 Before investigating or engaging in any activity relating to grievances, a Union 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 10.3 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 10.4 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 Union 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 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 7. 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 12 grievance process. A Civil Service Commission appeal shall be considered a waiver of any rights for an Article 12 arbitration appeal. An Article 12 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 11.3 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 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 12.1 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 12.2 Normally, except and unless specifically provided differently within particular sections of Article 11 or Article 12, 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 12.3 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 12.4 Normally all grievances, other than as set forth in Sections 12.1 and 12.3, 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 10.4) 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 12.5 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 13 – PAYMENT OF BACK CLAIMS

Section 13.1 Back wages shall be paid to any employee upon a finding that same employee is entitled thereto, in such amounts as may be determined through the Grievance and Arbitration Procedures.

Section 13.2 No claim for back pay or wages for employees who are terminated or suspended shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage excluding over-time pay for potential unscheduled overtime work. Said claims for back pay or wages shall be reduced by monies received from the State Employment Service, Worker’s Compensation, or other employment compensation received by the employee or employees or which would have been received upon proper application for such compensation.

Section 13.3 All back wage and benefit claims against the City shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years.

Section 13.4 All back wage and benefit claims against an employee shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years unless there is a finding of criminal wrongdoing or fraud.

ARTICLE 14 – LABOR-MANAGEMENT RELATIONS

Section 14.1 Representatives of the Union, not to exceed five (5) in number and from different departments or divisions of the Public Works Department, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 14.2 Meetings shall be scheduled during working hours on the Employer’s premises and the City shall pay the Union representatives their normal rate of pay.

Section 14.3 The parties agree to maintain a joint subcommittee on productivity and efficiency to provide recommendations to the Mayor on ways to effect efficiencies and/or eliminate waste within City operations. The committee will normally be comprised of no more than four representatives

each of management and the Union inclusive of the Human Resources Director or designee and the Union President. The Committee shall meet quarterly and as needed to address special issues as they arise.

Section 14.4 Definitions for certain terms used in this Agreement are contained in Appendix F.

ARTICLE 15 – HOURS OF WORK

Section 15.1 The normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of lunch periods. The normal workweek shall consist of seven (7) consecutive 24-hour periods commencing at 12:01 a.m. each Sunday and ending at 12:00 p.m. Saturday seven (7) calendar days later. The regular weekly work schedule shall consist of either five (5) consecutive workdays of eight (8) consecutive hours each or four (4) consecutive workdays of ten (10) consecutive hours each. The regular work schedule for twelve (12) hour shifts shall be administered as follows: the first week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours; the second week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours and one (1) consecutive workday of eight (8) consecutive hours; and the twelve (12) hour schedule shall alternate every other week. It is understood employees shall be compensated for only those hours actually worked.

Section 15.2 Appointing authorities may, at their discretion, establish hours and tours of duty for their department, for specified units, or for individual employees as may be necessary to provide adequate service. In the interest of equity and uniformity, however, such hours shall conform to the following provisions:

- A. The standard hours that are established for full-time employees shall total forty (40) hours a workweek. All time worked shall be rounded to the nearest quarter (1/4) hour.
- B. Lunch periods may be established as one-half (1/2) or one (1) hour, but not otherwise; provided that in the case of Employees who are required to eat a meal while at work no lunch hour will be scheduled. Employees shall be required to work during a lunch period only due to an emergency.
- C. Lunch time, if established, shall be deducted from the workday in establishing the total hours worked.
- D. Employees shall be given a five (5) minute grace period at the start of the shift. If they arrive during this period of time their pay will not be docked. Employees consistently late, even if within the five (5) minute grace period, shall be subject to disciplinary action.
- E. Employees shall not be allowed to start their shift or clock in earlier than 7 minutes prior to start of shift unless specifically authorized to do so by their supervisor.

Section 15.3 Prior to a permanent change of an employee's normal work shift, reporting location or days to be worked within the workweek, the employee shall be given at least five (5) calendar days' notice of such change. Employees who are designated as relief operators shall not be subject to the advance notice requirement, but they shall receive the shift differential provided for in Article 34, Section 10 for all hours worked regardless of shift worked. In the event of an emergency situation which necessitates the change of an employee's shift or days worked whereby it is impossible to provide the required notice, the employee shall be notified of such change at the earliest possible time. The purpose of avoiding overtime payments shall not be construed to be an emergency situation under the provisions of this Section.

Section 15.4 For purposes of this Section, normal working hours ("regular work hours") shall be defined as those work hours beginning on or after 6:00 a.m. and ending prior to 6:00 p.m., Monday through Friday. Employees who are required to work shifts other than during the normal working hours may request to work a specific shift in accordance with the following provisions:

- A. Between November 15th and December 15th, employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period January 1st through December 31st of the following calendar year. Shifts shall be determined and assigned by December 23rd and shall become effective the first Sunday in January.
- B. Except where impractical due to skill levels of employees or where special working conditions exist which would preclude certain employees from working specific shifts, shift assignment shall be made on the basis of classification seniority, provided however that shift bid rights for employees of similar classification at water and wastewater plants shall be determined by specific plant location seniority.
- C. Where shifts are regularly rotated among employees, the provisions of this Section shall not apply.
- D. In the event that a new shift is established which requires the assignment of personnel, employees in the affected work unit may bid on the new shift assignment pursuant to the provisions of paragraph B of this Section.
- E. Managers and supervisors may conduct general shift bid procedures for all employees within their work area (in accordance with 15.4A time frames) regardless of employees' normal working hours as defined within this section. Such general shift bid selection procedures are understood by the parties to be at management's discretion and shall not be considered in violation of normal shift bid procedures.

Section 15.5 Nothing herein shall prohibit the Employer from establishing work shifts of ten (10) hours per day, four (4) days per workweek, provided however, the Employer shall notify and consult with the Union prior to establishing such work shifts. Effective September 1, 1993, should such a shift be established, premium pay for overtime would be paid on only those hours worked in excess of forty (40) hours per workweek in accordance with Article 16 of this Agreement. Accrual and expenditure of vacation leave and sick leave shall be calculated on an equivalent hourly basis.

ARTICLE 16 – OVERTIME

Section 16.1 Employees shall be compensated for overtime at the rate of time-and-one-half (1-1/2) the employee's straight-time hourly rate for only those hours worked in excess of forty (40) hours per workweek, except as specifically provided within Article 17 and Article 25. Fatigue pay, time spent on vacation, holiday or injury leave shall count as hours worked for computing overtime pay.

Section 16.2 All time worked (including overtime) prior to or immediately following an employee's regular shift, shall be rounded to the nearest quarter (1/4) hour.

Section 16.3 Upon request by an employee's supervisor or other representative of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.

Section 16.4 When possible, except where precluded due to special working requirements, employees will be given one-half (1/2) shift notification of overtime assignments which follow the employee's regular shift and twenty-four (24) hours notification of overtime assignments to be scheduled on the employee's regular days off.

Section 16.5 Overtime will be distributed as evenly as possible among qualified employees by department, division, section, work unit, classification, and shift. The employee lowest on the overtime list who is qualified for the assignment will normally be assigned the overtime. If excused from working the overtime by the appropriate supervisor, he/she shall be charged for such assignment as if he/she had worked the overtime for equalization purposes. If the employee is unavailable after reasonable attempts have been made to contact him/her, he/she shall be charged one-half (1/2) of such assignment for equalization purposes. Employees on approved leaves of absence in excess of one hundred sixty (160) continuous work hours shall not be charged for such overtime when unavailable, and upon return to work such employees shall be no lower than twelve (12) hours from the otherwise lowest employee on the list. When an employee enters a new work area by appointment, promotion, transfer or re-assignment for the first time, he/she shall be brought onto an overtime equalization list with as many hours as the highest person on that list.

Section 16.6 Each work unit shall post in a conspicuous place on a monthly basis an updated overtime equalization list. Such list shall include each employee who is eligible for overtime assignments as provided in Section 5 of this Article, and the total number of equalization overtime hours charged against the employee. At the end of each fiscal year work units shall carry over the equalization list. This shall be accomplished by zeroing out the person with the lowest overtime amount on the list and reducing the time carried over for other employees by subtracting the amount previously held by the person with the lowest overtime amount. Every other year, work units shall zero out the equalization list and establish a new overtime equalization list. This shall be accomplished by listing each employee by seniority with the most senior employee on the top.

Section 16.7 For purposes of employee safety and work effectiveness, supervisors are responsible to ensure that employees shall not work in excess of sixteen (16) hours straight or be assigned to

more than sixteen (16) hours of work within any twenty-four (24) hour period. Therefore, overtime assignments will at times result in an employee being relieved from duty prior to completion of the normally scheduled hours of his/her regular shift. An Employee relieved from duty shall receive payment ("fatigue pay") for the remaining hours of his/her regular shift at the employee's straight-time hourly rate. Based on these considerations, supervisors should take reasonable steps to limit overtime scheduling which results in the loss of an employee's availability to work normal work hours.

Section 16.8 The supervisor shall make an attempt to provide employees at least an eight (8) hour continuous break in every twenty-four (24) hour period. The parties agree that it is not the intent of this language to utilize either the sixteen (16) hour or the eight (8) hour standard as an operational goal. Supervisors shall make a reasonable attempt to rotate crews prior to reaching these maximum hour limits. It shall be the joint responsibility of the lead person and the supervisor to track the hours worked by each crewmember and to notify the on-call supervisor two hours prior to the employee(s) reaching the sixteen hour limit or a situation that would make the employee ineligible to complete the ongoing job.

Section 16.9 Employee's shift will not be broken nor shall employees be relieved from duty prior to the end of their regular work shift nor told not to report on normal work days (except as provided in Section 16.7 above) and shall not be for the specific purpose of avoidance of overtime assignments as defined in this Article. Supervisory personnel shall not perform the normal duties of the employees within the bargaining unit after such employees have been relieved from duty for the specific purpose of avoidance of overtime assignments to such employees.

Section 16.10 It is understood by the parties that incentive programs have been implemented within City of Tulsa work groups which provide that employees may be relieved from duty prior to completing eight (8) or ten (10) hour workshifts, but shall be paid for eight (8) or ten (10) hours during that day, contingent upon the satisfactory completion of all work assignments made by supervision. It is further understood that employees may occasionally be required to work in excess of eight (8) or ten (10) hours in a workday in order to complete their work assignments.

Section 16.11 It is also understood other work groups may be included in the incentive program provided realistic and appropriate standards are developed, and upon approval of the Human Resources Director. It is the intent of this program to provide employees an incentive to complete their work assignments in a timely and satisfactory manner by allowing them to be relieved from duty when such work is completed satisfactorily and therefore potentially work less than the standard eight (8) hour or ten (10) hour day.

Section 16.12 In recognition of the intent of this program, the parties agree that overtime at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay will be paid when an employee works in excess of forty (40) hours in a week. Work in excess of eight (8) or ten (10) hours in one workday shall not be compensated unless the employee's total work hours exceed forty (40) during that workweek. The provisions of this Section shall only apply to employees covered by the incentive program.

ARTICLE 17 – CALL-IN AND STAND-BY

Section 17.1 An employee who has been relieved from duty and has left the premises of his/her work location and is subsequently recalled to duty to perform work which is not continuous with the employee's next regular work period shall be compensated for a minimum of two (2) hours overtime at the pay rate of one-and-one-half (1-1/2) times the regular rate. The minimum two (2) hours overtime compensation standard shall apply to both regular call-in and stand-by call-in, except that on the employee's holiday, a minimum of four (4) hours overtime compensation shall apply. For purposes of this article only, Holiday shall mean the actual Holiday (as listed in 25.1 A-K) and/or the day on which the employee is to observe the holiday per Section 25.2A.

Section 17.2 All employees scheduled for stand-by assignment shall be provided with a pager, when possible, for use during the course of said assignment. An employee who is required to be on stand-by away from the work location during non-work hours for possible emergency overtime work shall be compensated at the rate of \$1.25 per hour. Stand-by pay shall be reduced by the amount of hours actually worked during such stand-by period. All time worked during a stand-by period shall be compensated at one-and-one-half (1-1/2) times the basic hourly rate of the employee. Such hours spent on stand-by away from the work location shall not count as time worked for computing total hours worked in any one (1) day or any one (1) workweek.

Section 17.3 Employees shall be allotted a reasonable amount of time to report for work after a call-in or standby contact from their work unit. Circumstances such as weather or other unusual situations or employee emergencies shall be a factor in determining a reasonable amount of time to report to work. Normally, a reasonable amount of time shall be accepted as one (1) hour from the time of personal contact. An Employee who fails to respond to standby contact from their work unit shall be afforded consideration of circumstances related to the failure to respond through a pre-action or pre-termination review as appropriate. However, due to the business requirements and emergency response nature of many City work areas as well as the consistent enforcement of work rules, it is understood that employees are personally responsible to ensure every reasonable effort is made to remain consistently available for contact by his/her work unit.

ARTICLE 18 – REST PERIODS

Section 18.1 Employees normally will be given a fifteen (15) minute rest period during each one-half work shift of each day. The Employer will make every effort to plan work so as to permit such rest periods. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

Section 18.2 Rest periods shall not be contiguous to the lunch period, and they may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday.

ARTICLE 19 – PROMOTIONS

Section 19.1 For the purpose of this Agreement, a vacancy shall be defined as a regular position opening within a classification included in the bargaining unit (Appendix B) for which funds have been appropriated and the appropriate appointing authority has requested the position be filled.

Section 19.2 Whenever a vacancy exists, the position will be posted within each department for a minimum of five (5) working days. The posted notice shall specify the location of the vacant position. Employees desiring to be considered for said vacancy shall make written application for the position on forms prescribed by the Human Resources Department through the department's application clerk no later than 5:00 p.m. on the closing date set forth on the promotional announcement.

Section 19.3 Certain specified classifications of an "entry level" nature shall be advertised quarterly in order to establish internal candidate lists. Employees desiring consideration for any of these openings shall make written application for those positions when lists are advertised on the internal bulletin. Classification vacancies which shall be filled through use of the quarterly "Entry Level Applicant Lists" are those positions listed in Appendix E.

Section 19.4 The Human Resources Department shall make all determinations of the qualifications of the applicants applying for promotion. The Personnel Director or designee shall certify the three (3) most qualified applicants.

Section 19.5 Among those employees certified, the appointing authority shall appoint the most qualified applicant to the position based on fair and competitive selection criteria. The certified candidates shall receive written notification from the appointing authority within one (1) week of a decision stating that the employee has either been selected or not selected for the subject position. If the employee believes the reason(s) unjust, the employee may appeal the rejection through the Grievance Procedure.

Section 19.6 Upon appointment to a higher classification or upon transfer as defined in Section 19.12, an employee shall be on probation for a period not to exceed ninety (90) calendar days. If an employee desires to return to his/her previous position within the probationary period, the employee may request this return, in writing, to his/her supervisor and the Human Resources Director for a decision. The appointing authority may elect to return the employee to his/her previous position at any time during the ninety (90) day period.

Section 19.7 Promotional consideration for classifications excluded from the bargaining unit shall not be subject to the provisions of this Agreement, but shall be covered by provisions of the Human Resources Policies and Procedures Manual.

Section 19.8 Employees who are not covered by this Agreement and who request promotion into a classification included in the bargaining unit shall be given the same promotional consideration as set forth in this Article.

Section 19.9 An employee shall be ineligible to apply for promotional consideration until he has completed six (6) months of continuous employment with the City of Tulsa after initial appointment.

Section 19.10 Upon promotional appointment to a position in a new classification or upon transfer as defined in Section 19.12, an employee shall be ineligible for interdepartmental promotional consideration until completion of six (6) months in the new position. Intradepartmental promotion eligibility will normally begin after three (3) months are completed in the new position. An applicant who does not meet the eligibility criteria in Section 19.9 and Section 19.10 may be considered as an external candidate for the vacancy if approved by the Personnel Director and the employee's current appointing authority.

Section 19.11 When a vacancy has been advertised for promotion, employees in the same classification or pay grade may apply for the position in the same manner defined under Section 19.2 or Section 19.3, provided that the vacancy is in a different department from that of the employee. This procedure shall also apply to employees who desire a transfer to a different classification which has the same pay grade as the employee's classification, regardless of department. Final selection will be based upon the most qualified employee among all applicants for the vacancy, subject to the provisions of Section 19.4 and Section 19.5.

Section 19.12 Employees desiring a lateral transfer to a vacant position within the same classification and department shall request the transfer in writing with copies provided to the Department Head, appropriate hiring supervisor and the Personnel Director within the Human Resources Department prior to the closing date of the promotional announcement which includes said vacancy. All such requests for lateral transfer shall be considered and answered by the department in writing with copies to the employee and the Personnel Director prior to the vacancy being filled. Lateral transfers shall normally be limited to one (1) per employee per twelve (12) month period unless special supervisory approval is granted. If the transfer is approved, the vacancy created by the transferred employee will be filled through the promotional procedure already in progress without re-advertising the position, except as determined by the Personnel Director.

ARTICLE 20 – SAFETY AND HEALTH

Section 20.1 The Employer and the Union will cooperate in the communication and enforcement of safety rules and regulations for the purpose of providing a safe and healthful working environment. Departments shall maintain on-going viable safety programs for this purpose. Violations of established safety rules and regulations may be subject to disciplinary action. The Employer and the Union insist on the observation of safety rules, regulations and procedures.

Section 20.2 All unsafe or unhealthful working conditions shall be reported to the supervisor. The supervisor may request the aid of safety personnel in making assessments of hazards and remedies if desirable and necessary. The employee is to perform work in a safe manner and management is to see that the work place is reasonably safe and healthful. Should any employee feel an imminent danger (conditions or practices exists which could reasonably be expected to cause

death or serious physical harm immediately or before the imminence of such danger can be eliminated) exists, the employee shall notify his/her supervisor immediately. Work or operation of unsafe equipment shall cease until the supervisor properly investigates and takes corrective action when an imminent danger exists. The Human Resources Safety and Training Division shall be contacted at any time by supervision when concerns continue that the imminent danger issues have not been resolved. Safety Division staff (if available) shall provide advice and assistance and may make any appropriate recommendation regarding the situation in question, including stoppage of work on a site until appropriate corrective action occurs when Safety staff has made a determination that imminent danger exists.

Section 20.3 No person shall discharge or in any manner restrain, coerce, threaten or discriminate against an employee for well intended reporting of unsafe or unhealthful conditions. If an employee believes sufficient remedy has not taken place in response to his/her request, the matter may then be entered as a written grievance in Step Two (2) of the grievance procedure within five working days of the conclusion of the department's investigation. Management may take disciplinary action when allegations of imminent danger have no reasonable basis. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration. If the Union is not satisfied with the third step resolution, they may file a complaint with the appropriate State or Federal governing authority.

Section 20.4 The City and the Union recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the Union agree that substance abuse in the workplace may represent a threat to personal and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are subject to and encouraged to review the City's Personnel Policies and Procedures applicable to substance abuse, including discipline, as stated in Safety and Health Manual Section 109, Drug Testing Policy and Section 112, EAP Program Information.

Section 20.5 The parties agree to form a joint Collision Review Committee to review Collision Review Board (CRB) purposes, CRB system options and possible modifications to the current collision review processes (CRC and CRB) including the possibility of further distinguishing between and/or completely separating moving vehicle accidents (on road damages) and accidents involving only damage to vehicle/equipment and/or other stationary properties (off road damages). The parties agree that any and all recommended program modifications shall be provided to the Mayor for approval by March 1, 2008, and that the revised CRB processes shall include all employees under a three (3) year vehicle accident review standard and, one voting member of the CRB shall be selected by the Union.

Section 20.6 An eight (8) member Labor and Trades Management Safety Committee shall be established consisting of four (4) Labor and Trades employees and four (4) members of management. The Manager of Safety and Training Development shall serve as a technical advisor and shall be a non-voting member except to break a tie at the meetings. The Committee will normally meet on a bi-monthly basis or as determined by the Committee, but shall meet at

least quarterly. The Committee shall review Labor and Trades safety initiatives, training efforts, and policies and may thereafter recommend or propose any safety program changes to the Management Safety Committee for consideration and possible approval by the Mayor. The Manager of Safety and Training Development or his/her designee shall develop and maintain the agendas and minutes of the meetings. Agenda items shall be submitted at least seven (7) working days prior to a scheduled meeting. Previous meeting minutes and the upcoming agenda shall be mailed to the Union at least five (5) calendar days prior to a scheduled meeting.

ARTICLE 21 – EQUIPMENT, PROTECTIVE GEAR AND UNIFORMS

Section 21.1 The City shall continue to provide certain equipment and protective gear to employees which is deemed to be necessary for the efficient performance of the normal duties of those employees. It shall be the responsibility of the department head to determine what items are necessary for the operation of the department and to assure compliance with required safety standards and City policies. Such items which an employee would be reasonably expected to possess and utilize in his/her field of work shall not normally be provided by the City.

Section 21.2 Replacement of items furnished shall be made on the basis of need due to normal wear and tear which could be reasonably expected for that item. Employees shall be required to reimburse the City for damage or loss to equipment, uniforms and protective gear upon a determination by the department head or designated supervisor that such damage or loss was the result of theft, intentional destruction, gross negligence or other misuse of such equipment.

Section 21.3 The appropriate department head, with approval of the Human Resources Director and the Uniform Committee, shall set reasonable standards of work uniform or dress including the type of clothing, color, and condition of clothing in consideration of the type of work performed by the employee. The Uniform Committee shall include two (2) employees selected by the Union who shall have voting rights and may attend Uniform Committee meetings without loss of pay.

Section 21.4 It shall be the responsibility of the employee to maintain the prescribed uniform in a manner consistent with the established policy of the department. Reasonable standards of grooming shall only be established for safety, customer service and cleanliness purposes.

Section 21.5 The City shall provide employees with a subsidy of \$75.00 towards the purchase of one pair of safety footwear each fiscal year per the policy on Safety Footwear Protection approved by the Mayor. Any additional pairs of safety footwear will be subsidized by the City only at the discretion of the department head's designee and based on verified need and propriety. Employees shall be responsible for reasonable care of such footwear and compliance with the Mayor's approved policy.

Section 21.6 The City and the Union shall cooperate through the Labor Management Committee to develop tool list requirements for individuals within the Automotive Mechanic classification and develop related policies. Upon approval of the tool listing and procedures by the Human Resources Director, automotive mechanics required to maintain personal tools for their work duties shall be eligible for an annual tool allowance of three hundred dollars (\$300.00) per year and employees in

the Automotive Servicer classification shall be eligible for an annual tool allowance of one hundred fifty dollars (\$150.00) per year.

Section 21.7 Employees who sustain damage to their uniform while in the performance of their job duties as City employees due to no fault of the employees and which would warrant the replacement of such item or uniform may submit a written request to the department head for replacement of the damaged item. Damage due to the normal wear and tear shall not be covered nor shall negligence on the part of the employee. Upon determination by the department head that the request is valid, the department shall replace the item in question. Approved replacement shall not affect the Employee's annual clothing allowance. Prescription eyeglasses shall be included in the above section, not to exceed one hundred and fifty dollars (\$150) towards the purchase of prescription eyeglasses.

ARTICLE 22 – RETIREMENT

Section 22.1 In the event that the Board of Trustees of the Municipal Employees Pension System establishes a committee to study plan benefit changes that would potentially affect an employee's pension benefits, such committee shall include two (2) employees selected by the Union to represent the interests of the Labor/Trades employees of the City. The City shall forward a copy of the final minutes to the Union.

Section 22.2 The attendance at such meetings of the committee shall be without loss of pay for those employees.

ARTICLE 23 – BULLETIN BOARDS

Section 23.1 The City agrees to provide locking bulletin boards for the steward locations listed in Appendix C for the exclusive use of Local No. 1180 for the posting of Union informational notices. Keys shall be provided to both City management and the Union representative in each location. The parties agree the reference and use of Appendix C for locking bulletin boards shall not result in the removal or restriction of the Union's use of other existing bulletin boards currently in use by the Union. Such boards shall be of reasonable size and material and designated A.F.S.C.M.E., AFL-CIO Local No. 1180. Bulletin boards shall be placed in locations mutually agreed upon by the parties. Such Union notices shall contain no City political, libelous, vulgar, or inflammatory matter. The boards shall be used only for the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of Union committees.
- E. Ruling or policies of the Union.

- F. Other notices as approved for posting by the Human Resources Director or his/her designee.
- G. Newsletters

Section 23.2 The management of the City reserves the right to remove any material from such bulletin boards which, in their opinion, does not conform to the purpose or intent of this Article. The City shall make a Union representative aware of any such removal of materials. If the Union disagrees with such removal, there shall be an informal meeting with the Department Manager or designee to seek resolution. If resolution is not reached, the Union may utilize the grievance procedure outlined in Article 12.

Section 23.3 Only designated bulletin boards shall be used for posting Union material on City property.

ARTICLE 24 – UNION BUSINESS

Section 24.1 The City agrees to provide time off with pay for a period not to exceed five (5) working days for two (2) Union members who are employees of the City to attend the National Convention of the A.F.S.C.M.E. held once every two (2) years. One additional Union member will be granted Authorized Personal Leave to attend the National Convention for a period not to exceed five (5) working days.

Section 24.2 The City agrees to provide time off with pay for a period not to exceed three (3) working days for two (2) Union members who are employees of the City to attend the State AFL-CIO Convention held annually. One additional Union member will be granted Personal Leave to attend the State Convention for a period not to exceed three (3) working days.

Section 24.3 The Union will notify the City at least one (1) week prior to the State and National Convention which employees will attend.

Section 24.4 The City agrees to provide time off for five (5) employees to act as the negotiating team for Local No. 1180. 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 24.5 In lieu of exercising the option provided for under Section 24.8, the duly elected Union President of Local No. 1180 shall be allowed a maximum of eight (8) hours per week with pay to conduct Union business. This eight (8) hour per week availability shall also apply to the Vice-President, in addition to other hours allocated, if it is clearly necessary for him/her to assume the duties of the President due to absence of the President for periods in excess of four (4) consecutive workdays and upon proper forty-eight (48) hour pre-notification to Employer. The parties agree Section 24.8 is inapplicable to the Vice-President in such instance. The Union President may use these eight (8) hours to conduct grievance investigations or any other Union related activities. It is understood by the parties these eight (8) hours are in addition to time

permitted the Union President as a Grievance Committee member under Section 4 of Article 10 or to attend formal collective bargaining sessions. All such time shall be authorized by the appropriate supervisor.

Section 24.6 In view of Section 5 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the employee shall be factors considered by the City in making such a shift assignment decision.

Section 24.7 Except as provided within Sections 24.4 and 24.5, the City agrees to provide a maximum of six (6) hours time off with pay per week for the duly elected Vice President of Local 1180 to attend to the duties of that office. It is understood that these six (6) hours shall not be affected (increased) by the Vice-President's participation as a steward, grievance committee member or any other role which would normally include specified time off. The City agrees to provide a maximum of six (6) hours time off with pay per week for the duly elected Secretary Treasurer and two (2) hours time off with pay per week for the duly elected Recording Secretary of Local 1180 to attend to the duties of those offices, provided that the Secretary Treasurer, Recording Secretary, and any Chief Steward are from separate work units. All hours worked (per this section) conducting Union business during the employee's normal work schedule shall count as regular hours worked for the purposes of calculating overtime.

Section 24.8 The duly elected President of Local No. 1180 of the American Federation of State, County and Municipal Employees shall be granted an option (and at his/her discretion) to be placed within an administrative Employee/Labor Relations capacity reporting to the Human Resources Director in lieu of Section 24.5 above and subject to the following conditions:

- A. The President shall receive reasonable assignments and work completion timeframes involving special assigned projects related to employee/labor relations studies, surveys or other employee issues as determined and directed by the Human Resources Director and for the purposes of ensuring the effective and efficient use of personnel within the bargaining unit and/or other work areas of the City of Tulsa as it may affect the bargaining unit.
- B. The President shall work within a 40 hour schedule as a non-exempt employee, requesting and reporting leave per the standard Human Resources methodologies through the Human Resources Director and the department's payroll clerk. The President shall be subject to the provisions of the Agreement that is applicable for his/her pay designator at the time of election. The President shall be allowed to determine specific flex hours as reasonable and necessary to conduct Union business. The parties agree and understand that neither City projects nor Union business shall result in any additional overtime costs to the City of Tulsa. Payment or consideration of additional hours determined necessary by the Union, if any, shall be the responsibility of the Union. The President shall also be considered a regular City employee with regard to other normal employment rights, obligations and standards, as would apply to other City employees. Office space for the President shall continue to be provided by and be an obligation of the Union.

- C. The President shall be allowed to perform Union business in an unimpeded manner and to set work priorities and time schedules that will reasonably enable him/her to fully perform the necessary duties of the office of AFSCME President as well as perform special assigned projects.
- D. The President's pay obligation from the City of Tulsa shall be set based on the wage level that would have been normally expected based on his/her City position and wage level prior to his/her becoming Union President. The City shall be responsible to track base salary changes that would have normally been available to the president had he/she remained in his/her prior job assignment, and adjust the City's pay obligation accordingly throughout the President's tenure in office. The Union may establish a higher salary level for the Union President, but shall be obligated to pay a specific amount of money on a monthly basis to the City to cover the additional salary, FICA and City pension payment costs above and beyond the costs the City would incur by providing the normal wage based salary to the President.
- E. The President's prior position and leave accruals, if any, will be transferred from his/her old department and assigned and held within the Human Resources Department during the term of the presidency, with an understanding the position, remaining leave accruals and the President will return to the originating department upon termination of his/her term in office or employment with the City of Tulsa. During this leave of absence from his/her prior department, the President shall be considered to have a base pay rate as determined under 24.8D above, and to retain all seniority rights and accrual of said seniority, as well as all other benefit and pension service credits, including normal paid leaves during the term as Union President as well as upon return to the prior position if the term ends.
- F. The President shall be ineligible for promotional consideration unless he/she agrees to forfeit the presidency at the time of any such job offer. In any such case, the President must resign from the presidency and assume the new position within 30 calendar days, with an understanding that he/she will be ineligible to return to the position of Union President or Vice President for at least a two year timeframe.
- G. The City shall provide the President with all benefit options and shall pay the City's portion of all benefit costs as would apply to other AFSCME bargaining unit employees, except as specifically noted with regard to any Union determined additional salary (if any), as well as the related additional FICA and MERP contributions within this Section.
- H. The parties agree that the President's term in office shall not be less than a two (2) year period in order to utilize the option provided within this Section. In the event that the President has been granted a two (2) year leave of absence in accordance with this Article and becomes permanently incapacitated or resigns at least three months prior to the end of his/her term as President, the Vice President of Local No. 1180 may have the option of completing the President's remaining leave of absence subject to the approval of the Union and the provisions of this section.

ARTICLE 25 – HOLIDAYS

Section 25.1 The following days shall be observed as holidays and employees shall be granted time off with pay, for eight (8) or ten (10) hour shifts unless required to work:

- A. New Year's Day (January 1st)
- B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- C. Good Friday (Friday before Easter)
- D. Memorial Day (Last Monday in May)
- E. Independence Day (July 4th)
- F. Labor Day (First Monday in September)
- G. Veteran's Day (November 11th)
- H. Thanksgiving Day (Fourth Thursday in November)
- I. Friday after Thanksgiving
- J. Christmas Eve (December 24th)
- K. Christmas Day (December 25th)
- L. 2 Floating Holidays (See Section 25.2H for restrictions)

Section 25.2 The granting of holidays observed by the City shall be subject to the following provisions:

- A. For employees whose regular days off are Saturday and Sunday, when a holiday falls on Saturday it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday. For employees whose regular days off are other than Saturday and Sunday, the observance of the holiday shall be the actual day defined in Section 1 of this Article, except that when a holiday falls on an employee's scheduled day off, the employee's next scheduled workday shall be observed as the holiday.
- B. An employee required to work on a scheduled holiday shall be compensated in money at time-and-a-half (1-1/2) his/her straight time rate for the hours actually worked on the holiday in addition to the normal rate of pay for all hours worked on that day through eight (8) or ten (10) hours. In the event an employee works more than eight (8) or ten (10) hours on a holiday, the employee shall be paid two (2) times his/her straight-time rate for such hours worked in excess of eight (8) or ten (10) hours during the holiday. An employee who is scheduled to work on a holiday shall be notified of such holiday work not less than five (5) calendar days prior to the holiday. In the event of an emergency situation which necessitates requiring an employee to work a holiday without five (5) days notice, the employee shall be notified of such work at the earliest possible time.

- C. An employee who is scheduled to perform work on a holiday shall be compensated for a minimum of four (4) hours overtime pay. For purposes of this subsection only, Holiday shall mean either the actual Holiday (as listed in 25.1 A-K) or the day on which the employee observes the Holiday (per Section 25.2A), but not both.
- D. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended; however, when an employee is absent on a holiday for which he is scheduled to work, such time shall be charged to leave without pay and he shall not be eligible to receive an additional day off with pay at a later date.
- E. Holiday pay shall not be paid if the employee fails to work his/her regularly scheduled workday immediately prior to or following a designated holiday unless on paid leave which has been approved by the employee's supervisor.
- F. An employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday.
- G. All hours actually worked on a holiday shall be considered overtime for the purposes of overtime equalization as defined in Article 16.
- H. Floating Holidays
 - 1. Initial hire, probationary employees shall receive a prorated number of floating holidays during their first year of employment as follows:
 - If hired January 1 through April 30 = 2 days (16 or 20 hours based on shift)
 - If hired May 1 through August 31 = 1 day (8 or 10 hours based on shift)
 - If hired September 1 through December 31 = 0 days
 - 2. Initial hire, probationary employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.
 - 3. The Floating Holidays must be scheduled at least twenty-four (24) hours in advance. The Department Head or designee must approve the day(s) off and employees shall not be allowed to work on either designated Floating Holiday. If either day is not used during the calendar year, it shall not be compensated for either in pay or time off. Employees who terminate from the City and have not used their Floating Holiday(s) shall not be compensated for it.
- I. Holiday Pay shall be inclusive of shift differential.

ARTICLE 26 – VACATIONS

Section 26.1 Vacation leave shall begin to accrue to each employee covered by this Agreement on the first day of the month that coincides with or follows the date of appointment and shall be credited to the employee’s leave account on the last day of the month in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>	<u>Equivalent 8-hour days</u>
Date of employment to completion of 5 th year	9.33 hours	112 hours	14 days
5 years but less than 10 years	10.667 hours	128 hours	16 days
10 years but less than 15 years	14 hours	168 hours	21 days
15 years but less than 20 years	15.33 hours	184 hours	23 days
20 years but less than 25 years	16.667 hours	200 hours	25 days
25 years or more	17.333 hours	208 hours	26 days

Section 26.2 The maximum amount of vacation leave that may accumulate in an employee’s vacation leave account at any time shall be twice the amount for which the employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an employee who has reached the maximum amount. No employee shall be compensated for or allowed to use leave time which is above accrual limits.

Section 26.3 Vacation leave with pay shall be granted to employees in accordance with the following provisions:

- A. An employee must complete six (6) months of employment before becoming eligible to expend accrued vacation leave.
- B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an employee’s vacation because of work requirements. City seniority shall be a factor in the scheduling of vacation leave where practicable and such scheduling shall be documented in writing. However, seniority cannot be used as a basis for canceling a less senior employee’s previously approved and scheduled vacation.
- C. Vacation leave shall not exceed the total amount accrued to an employee at the time of the proposed departure.
- D. Vacation leave not scheduled in advance shall not be utilized for purposes of personal and/or family illness until all available sick leave has been utilized.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized in accordance with Article 7.11.

- F. Vacation leave shall normally be expended in no less than one-half (1/2) day periods. However, at the discretion of the immediate supervisor, vacation leave may be expended in one (1) hour increments. Work and/or crew assignment shall be a factor of consideration in such decisions.
- G. Vacation pay shall be inclusive of shift differential.
- H. Upon separation an employee shall be paid for the unused portion of their accrued vacation leave, provided the employee has completed six (6) months of employment with the City, and except as limited by Section 26.3(I).
- I. An employee who is dismissed from the service of the City for embezzlement of City funds, theft of City property, or deliberate destruction of City property shall be ineligible for payment of accrued vacation leave.
- J. Approved vacation leave shall be assumed to begin as soon as the Employee has completed his/her last regularly scheduled workday prior to the approved leave. Approved vacation leave shall be assumed to end as soon as the Employee has begun his/her first regularly scheduled workday following the approved leave. In the event of an emergency situation, which necessitates a change in the vacation schedule, the Employee shall be notified of such change at the earliest possible time.
- K. Normally, an employee must request to schedule vacation at least two (2) weeks in advance. However, work unit supervisors at their discretion may approve an employee's request for vacation leave upon shorter notice or in view of employee emergencies. The employee shall notify his/her supervisor of the need to request such vacation at the earliest possible time. Approval of requests for vacation leave with less than seventy-two (72) hours notice shall be limited to no more than six (6) occurrences per calendar year.

ARTICLE 27 – SICK LEAVE

Section 27.1 Sick leave shall be separated into two (2) distinct types: 1) Short-term sick leave and 2) Long-term sick leave.

SHORT-TERM SICK LEAVE

Section 27.2 On July 1, each employee who has completed six (6) months of continuous service shall be credited with 40 hours of short-term sick leave. Such leave may be expended: 1) when employees are incapacitated by sickness or non-job-related injury; 2) for medical, dental, or optical diagnosis or treatment; 3) for necessary care and attendance of a member of the employee's immediate family or other member of the employee's household when legal responsibility has been established through guardianship; 4) after exposure to a contagious disease when the attendance at

duty, in the opinion of the City Physician, jeopardizes the health of others. Short-term sick leave may be accrued up to a maximum of 96 hours.

Section 27.3 If an employee has in excess of 56 hours of short-term sick leave on July 1, the balance above and beyond 96 hours shall be applied to the employee’s long-term sick-leave accrual, not to exceed the normal 1200 hours limitation.

Section 27.4 For the purpose of this Article, “immediate family” shall be defined as a parent of the employee, spouse, child, or “step” situation within these relationships.

Section 27.5 All employees who are hired or who enter a Labor/Trades classification from a non-bargaining unit position shall be credited with short-term sick leave days upon completion of six (6) consecutive months of service with the City of Tulsa in accordance with the following schedule. Employees entering the bargaining unit from a non-bargaining unit position shall be credited with the appropriate number of short-term sick leave days based upon the later of the date they entered the bargaining unit position or the date of completion of six (6) consecutive months of service with the City of Tulsa.

Date of Completion of <u>6-Month Period</u>	No. of Hours <u>Credited</u>
7/1 through 9/14	40
9/15 through 11/30	32
12/1 through 2/14	24
2/15 through 3/31	16
4/1 through 6/30	08

Section 27.6 In the event that short-term sick leave is used on the workday immediately prior to or immediately following an approved holiday, the employee shall receive no pay for the holiday unless the absence is verified by a statement from a medical doctor. Short-term sick leave shall not be approved for workdays which are contiguous with pre-scheduled vacation leave unless the absence is verified by a statement from a medical doctor.

LONG-TERM SICK LEAVE

Section 27.7 Long-term sick leave shall accrue at the rate of 4.67 hours per month. An employee may accrue a maximum of 1200 hours of long-term sick leave.

Section 27.8 Long-term sick leave may be expended: 1) when employees are incapacitated by sickness or non-job-related injury; 2) for medical, dental, or optical diagnosis or treatment; 3) after exposure to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others; or 4) for the necessary care and attendance of a member of the Employee’s immediate family or other member of the employee’s household when legal responsibility has been established through guardianship.

Section 27.9 Long-term personal or family sick leave may be granted to employees only after an absence of thirty-two (32) continuous working hours. Long-term personal or family sick leave shall

begin on the thirty-third (33rd) consecutive working hour that the employee is absent. It is understood by the parties that long-term personal or family sick leave are both expended from the long-term sick leave established within Section 27.7 above. Long-term personal or family sick leave usage shall not exceed the employee's total long-term sick leave accumulation. Except as provided in Section 27.12, employees may use a maximum of 160 hours long-term family sick leave to care for immediate family members as defined in Section 4 of this Article within any twelve (12) month period. An employee requesting use of long-term sick leave to care for immediate family members must present a doctor's statement indicating that the employee is needed to care for the family member and the amount of time needed to provide the care. However, Department heads may request approval by the Human Resources Director (or his/her designee) of an extension of the employee's use of long term sick leave on a case by case basis due to a verified and singular instance of dire family illness or injury. Employees who have exhausted all short-term sick leave may use vacation leave to cover sick days prior to entering long-term personal or family sick leave per Section 27.10C.

GENERAL ADMINISTRATION

Section 27.10 Sick leave shall be granted to employees in accordance with the following provisions:

- A. Sick leave used shall not exceed the total amount accrued or credited to the employee at the time of his/her absence.
- B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave at the discretion of the appointing authority.
- C. After six (6) months of service, accrued vacation may be used for short-term or long-term sick leave when accrued sick leave has been exhausted. The granting of such vacation time shall be at the discretion of the appropriate supervisor who may, prior to an approval determination, request medical verification of the absence when a question exists regarding the nature of the specific absence or when the employee's overall attendance record has been less than satisfactory. Upon receipt of the appropriate medical verification, the employee shall be granted the use of available vacation leave for the absence.
- D. Holidays and other nonscheduled workdays shall not be included in computing sick leave expenditures.
- E. Sick leave shall normally be expended in not less than two (2) hour increments. However, at the discretion of the immediate supervisor, sick leave may be expended in one (1) hour increments. Work and/or crew assignment shall be a factor in such a decision.
- F. An employee not in a reserve status who leaves the classified service directly for military service and applies for re-employment within fifteen (15) days after rejection or ninety (90) days after honorable discharge from military service shall

have his/her former unused sick leave credits reinstated if he is rehired within one year from the date of reapplication.

- G. An employee who is laid off and returns to City employment within one year from the date of layoff shall also have his/her former unused accrued sick leave reinstated.
- H. Reporting of Sickness. Employees who are absent from duty for reasons which entitle them to sick leave shall notify their supervisors within a reasonable time prior to their usual reporting time if physically able to do so.
- I. When an absence charged to short-term sick leave exceeds three (3) consecutive working days, the employee shall present at the time they return to work a statement from his/her doctor describing the illness. A department head may require a doctor's statement for shorter absences if there has been an established pattern of abuse or reason to suspect abuse before allowing the absence to be charged to short term sick leave. Long-term sick leave shall only be granted upon proper medical verification which shall include a statement from the employee's doctor, family or household member's doctor and/or review, investigation and/or examination by the City Physician. Such statement shall specify the dates which the employee was seen by the doctor, that the employee is medically unable to perform his/her normal duties and the reason for the examination and/or treatment.
- J. Any employee who shall receive payment for work performed for any other employer other than the City of Tulsa while on approved sick leave shall be subject to immediate dismissal. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved sick leave. False or fraudulent use of sick leave shall also be grounds for dismissal.
- K. Expenditure of accrued sick leave shall cease:
 - 1) On the date that an employee qualifies and receives payments from the Social Security Administration or the City's Long-Term Disability Program for any disability which prevents the employee from performing the normal duties of his/her job; or
 - 2) On the date that such payments would have commenced had the employee made proper application for those benefits.
- L. After initial approval of sick leave an employee who continues to be physically unable to perform his/her normal duties shall be required to present each thirty (30) calendar days a physician's statement to his/her department head confirming his/her continued inability to perform normal duties. The department head may at any time request a physician's statement or medical opinion from the City Physician regarding the employee's ability to continue or return to work.

M. During any leave, with exception of vacation leave, which is in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Full time employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. It is not the intention of the City to allow the accrual of paid leave benefits to be reinstated for employees who are not expected to remain at work consistently. Further, such absence (except as provided within Article 29 Military Leave) shall not be used in computing time in grade for Satisfactory Performance Increases or for completion of probationary period.

N. Sick leave pay shall be inclusive of shift differential.

Section 27.11 Employees whose service is terminated for reason of early retirement, normal retirement (or rule of 80), disability, or death shall be paid for unused accrued long-term sick leave in accordance with the following provisions:

A. Upon retirement after completion of at least twenty (20) years of service or an unreduced retirement, Retirees with at least nine hundred sixty (960) hours of accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every two (2) hours of sick leave up to a maximum of four hundred eighty (480) hours of pay at the Retiree’s pay step at the time of separation. Any sick leave accruals in excess of nine hundred sixty (960) hours and up to the twelve hundred (1200) hour accrual maximum that are not converted to vacation, shall be paid out at the rate of one (1) hour of pay for every one (1) hour of sick leave up to a maximum of two hundred and forty (240) hours of pay at the Retiree’s pay step at the time of separation. Shift differential or other premium pay shall not be used in calculating such amount.

B. Upon retirement or vested deferred retirement, employees with less than 960 hours of accrued sick leave shall be reviewed as concerns their years of employment versus the following minimal accrual amounts of sick leave to assess their eligibility to qualify for (any) sick leave pay out upon retirement.

<u>Years of Completed Service</u>	<u>Minimum Qualifying Accrual</u>
Twenty (20) years or more	960 hours
Fifteen (15) to less than twenty (20) years	56 hrs/completed year of service
Ten (10) to less than fifteen (15) years	60 hrs/completed year of service
Five (5) to less than ten (10) years	64 hrs/completed year of service

A retiree or vested deferred retiree who meets the minimum sick leave accrual to qualify for sick leave pay out shall have their sick leave accrual paid out at a rate of one (1) hour of pay for every two (2) hours of sick leave up to a maximum of four hundred eighty (480) hours at the Retiree’s pay step at the time of separation. Shift differential or other premium pay shall not be used in calculating such amount.

- C. Employees who lack the necessary sick leave accrual bank to qualify for the sick leave retirement buyout, shall provide evidence of and receive credit for major illness or non-job-related injury leave periods to reach qualification levels. In such cases, approved sick leave periods (short-term and/or long-term) extending at least forty (40) hours shall be considered a major illness and shall be added to the accrual bank for calculation purposes only. Any buyout would then occur only on the current available balance per 27.11 A or B above.
- D. Employees retiring but terminated for theft, embezzlement, or deliberate destruction to City property shall not be paid for unused sick leave.
- E. For the purposes of this Section, disability shall be defined as a physical disability expected to last in excess of 150 days which would preclude the employee from performing the normal tasks required of his/her position. Such disability must be verified by the City Physician. In the event of a conflict under this Section, an employee who qualifies for disability benefits under the City's Long-Term Disability Insurance Program or the Social Security Act shall be deemed disabled. If the employee became disabled while an employee of the City and if such employment was terminated due to the disability, the employee shall be paid for unused long-term sick leave in accordance with paragraphs A and B of this Section.
- F. In the event of the death of an employee, unused long-term sick leave shall be paid to the beneficiary designated on the life insurance policy provided by the City. Such payment shall be in accordance with paragraphs A and B of this Section.

Section 27.12 Pregnancy shall be treated as any other sickness or non-job-related injury. However, an employee recovering from the birth of a child, or caring for a newborn or adopted child shall be allowed to use vacation or sick leave in the order he/she deems necessary for a period of six (6) weeks after the birth of a child. Such leave shall be considered Maternity Leave. After six (6) weeks has passed, continued use of sick leave shall require medical certification of eligibility for sick leave use. If an employee is ineligible for sick leave use after the original six (6) weeks has passed, an employee remaining on leave shall utilize other applicable leaves in accordance with Article 43, Family and Medical Leave. Maternity Leave shall be considered approved Family and Medical Leave and be subject to the provisions of the FMLA outlined in this Agreement.

Section 27.13 Employees with a total accrual of long-term sick leave in excess of 1120 hours may, in eight (8) hour increments and at their option, convert any additional accrual on a one to one basis for vacation leave. The parties understand this provision allows employees to convert a maximum of 80 hours of long-term sick leave to 80 hours vacation within any one calendar year, and such conversion shall not allow an employee to exceed his/her normal maximum vacation accrual.

Section 27.14 The parties agree to form a joint review committee to consider possible advantages or disadvantages of moving from current sick leave and vacation leave programs to a "PAL" (paid

annual leave) system. It is understood any such change of these leave programs would be negotiated and subject to all related negotiation provisions of the Collective Bargaining Agreement.

ARTICLE 28 – INJURY LEAVE

The Union and the City of Tulsa recognize the necessity of maintaining a uniform policy and procedure for administering injury leave within the City of Tulsa. The reporting of injuries is for the protection of the employee and the City. The City’s Personnel Policies and Procedures Manual (P.P.M.) Injury Leave Policy shall be used for administering the injury leave benefit under this Agreement.

ARTICLE 29 – MILITARY LEAVE

Section 29.1 The City of Tulsa Personnel Policies and Procedures Manual’s Military Leave Policy shall be used for administering the military leave benefit under this Agreement.

ARTICLE 30 – FUNERAL LEAVE

Section 30.1 In the event of the death of a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent of the employee or spouse, grandchild of the employee, or “foster” or “step” situations within these relationships, the employee shall be allowed a leave of absence with pay as hereinafter provided:

- A. Paid time granted by the City shall not exceed three (3) consecutive regular, eight (8) hour or ten (10) hour work-days, one day of which will be utilized to attend the funeral, memorial service, or other service of the deceased.
- B. In the event of death of a brother-in-law or sister-in-law, the employee shall be granted one (1) regular, eight (8) hour or ten (10) hour workday for the purpose of attending the funeral, memorial service, or other service of the deceased and may be granted up to two (2) additional consecutive workdays if necessary due to special circumstances in connection with the death.
- C. Benefits shall cover only regularly scheduled workdays of the leave of absence falling in the employee’s regular workweek for which the employee would have received pay if on the active rolls of the City and working during that period.
- D. Verification of death and relationship shall be made to the Employer upon request.

ARTICLE 31 – VOTING LEAVE

Section 31.1 Any employee eligible to vote in an election may be granted up to two (2) hours leave from work with pay between the hours of 7:00 a.m. and 7:00 p.m. on an election day. Voting leave shall not apply to school board or bond elections.

Section 31.2 If it is necessary for an employee to vote during working hours, he/she shall inform his/her supervisor, either orally or in writing, of his/her intentions prior to or on the day preceding the election. The supervisor in charge shall then select the hours that the employee may take to vote; the supervisor may also request or find proof that the employee voted during the employee's absence before the employee is paid for voting leave.

Section 31.3 Voting leave shall not apply to those employees whose workday begins three (3) hours or more after the opening of the polls, or which ends three (3) hours or more prior to the closing of the polls. All polls open at 7:00 a.m. and close at 7:00 p.m.

Section 31.4 A department head may alter the working hours of the employee(s) requesting voting leave on election day so as to allow the employees three (3) hours subsequent to the opening of the polls or three (3) hours prior to the closing of the polls.

Section 31.5 The department head may extend voting leave if two (2) hours of leave is not sufficient for an employee to vote and return to work. This would include those employees living such distances from the polls who may require additional time.

ARTICLE 32 – COURT AND JURY LEAVE

Section 32.1 A regular employee shall be granted leave with pay for court or jury duty to be paid at his/her base rate of pay. However, the following provisions shall apply:

- A. An employee required by the City to testify as a witness for the City or serving on jury duty shall receive his/her regular salary for such time spent in court. In all other instances, an employee may use vacation leave or be granted a leave of absence without pay for the length of such service.
- B. Any fees received for federal or state witness or jury service may be retained by the employee.
- C. An employee serving such duty shall present to his/her supervisor the original summons or subpoena from the court, and at the conclusion of the duty a signed statement from the clerk of the court showing the actual dates of attendance at court.

ARTICLE 33 – LEAVE OF ABSENCE WITHOUT PAY

Section 33.1 “Authorized Personal Leave” (APL) shall be scheduled at least 24 hours in advance and approved by the employee’s supervisor except when utilized per the provisions of Section 16.9. APL shall not be considered negatively or held against the employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand APL shall be considered authorized leave without pay and shall be coded “APL” on timesheets, leave reports and for all payroll purposes. APL shall be closely monitored and shall normally be used only for non-illness related absences.

- A. The employee shall request approval of APL in writing to the appropriate supervisor. The request shall specify the dates and the reason for APL.
- B. All requests for APL in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave.
- C. At the expiration of an APL absence, the employee shall be reinstated in the position he vacated or in any other vacant position in the same class.
- D. “Leave Without Pay” (LWOP) shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as “LWOP” on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an employee’s failure to contact his/her department during such a leave of absence without pay, the employee shall be subject to possible disciplinary action which may include dismissal.
- E. A leave of absence without pay for more than one hundred sixty (160) continuous work hours shall not constitute a break in service; however, time spent while on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Vacation and sick leave benefits shall not accrue during a leave of absence without pay in excess of one hundred sixty (160) continuous work hours.
- F. Any employee who shall receive payment for work performed for any employer other than the City of Tulsa while on either APL or LWOP shall be subject to immediate dismissal, except when an employee has received specific written approval from the department head or designee for use of such leave for the purpose of outside employment (also see 33.1B).
- G. Failure on the part of an employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

ARTICLE 34 – PAY ADMINISTRATION

Section 34.1

- A. For fiscal year 2009-2010 the pay chart shown as Appendix A shall become effective July 1, 2009. Employees shall be placed within the Appendix A pay chart within the same pay grade that he/she had on June 30, 2009.
- B. 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. No funds have been appropriated for SPIs for fiscal year 2009-2010.
- C. If an employee is to change positions and/or grade levels effective 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.

PAYCHECKS

Section 34.2 Employees shall receive their paychecks prior to the end of their normal work shift. Employees on evening or night shifts may pick up their checks at anytime after the department has received the checks from the Payroll Department.

Section 34.3 When a payday falls on a weekend or holiday, employees will be paid on the last normal workday prior to the weekend or holiday.

Section 34.4 Paychecks shall be distributed to employees in sealed envelopes whenever practical and possible.

PROMOTION AND PROGRESSION

Section 34.5 Upon promotion or progression, an employee shall normally be paid at the lowest pay step in the higher pay grade that results in a minimum ten percent (10%) increase in base salary, not to exceed the top step of the range.

DEMOTION

Section 34.6 The pay rate upon demotion shall be governed by the following provisions:

- A. Upon demotion due to reduction in force, employee request, or for cause, the employee shall be paid at the highest step in the lower pay grade that provides a minimum 10% decrease in pay and does not exceed the top step of the new pay range.

- B. Upon demotion due to participation in the Alternate Job Placement Program (AJPP), the new pay rate shall be determined based on the pay grade of the employee's new classification. If a demotion through the AJPP is one grade level lower, the new pay rate shall be governed by section 34.6A (above). If a demotion through the AJPP is a demotion of two (2) or more pay grades, the employee's pay rate (1) shall be governed by section 34.6A if the minimum 10% reduction falls within the new pay range, or if not (2) shall be reduced by 10% annually on the date of the original demotion until the employee's rate of pay reaches the maximum pay step of the new pay range.
- C. When an employee is returned to his/her former classification during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to the promotion as though a promotion had not been granted. In such instances, the employee shall be eligible for any performance increase he/she normally would have received.

RECLASSIFICATION

Section 34.7

- A. The pay rate upon a reclassification which involves an upgrade shall be established at the lowest step in the new pay grade which results in no reduction in pay. Pay rate for a reclassification which involves a downgrade shall result in an employee's pay (1) being set at the lowest step in the new pay grade which results in no reduction in pay or (2) if above the new range, being frozen until the range maximum is adjusted to provide a future increase through a change in future pay schedules or promotion.
- B. Appendix B shall be considered effective July 1, 2009.

TRANSFER AND VOLUNTARY DEMOTION

Section 34.8 When a lateral transfer (a promotional process not involving a change in grade level) is made from one classification to another, or to a lateral grade level position in a different department, the base pay of the transferred employee shall remain unchanged.

OUT OF CLASSIFICATION AND LEAD PAY

Section 34.9 Employees required to work in a higher classification shall be governed by the following provisions:

- A. Employees shall, when temporarily assigned by their appropriate supervisor to work in a different and higher-rated job classification, be compensated for such work at the higher pay rate. The employee's pay shall be adjusted in accordance with the rules of pay involving promotion. The employee shall be paid at the higher rate for time actually worked in the higher classification. If the assignment is for less than four (4) hours duration, then no pay change shall be made. Out of classification

assignment shall not be broken nor shall employees be relieved from out of classification assignment solely for the purpose of avoiding out of classification pay. Employees shall not be eligible to receive out of classification pay for more than thirty (30) consecutive workdays without the department forwarding a letter to the Human Resources Director requesting and resulting in the approval of an extension. Employees who are part of a progression family shall be eligible for out-of-class pay when required to operate heavy equipment that is rated for a higher job classification and/or grade, per the provisions of this sub-section.

- B. An employee who is assigned to supervise one (1) or more other persons in positions of the same grade or non-lead positions supervising court or jail worker(s) shall be paid \$.50 per hour in addition to his/her normal rate of pay during such assignment, provided the assignment shall be for at least one full workday. The employee assigned to supervise shall be considered a “leadman” during such assignment.
- C. Provisions of this Section shall not apply to employees when selected for any in-service training programs that the City may establish that are designed to prepare employees for advancement to positions requiring higher skills and more responsible duties.
- D. It is understood that out of classification work assignments give employees improved qualifications, skills and knowledge that enhance an employee’s opportunities for receiving promotions and/or enhanced performance evaluations.
 - 1. Distribution of out of classification assignments shall be distributed as evenly as possible among qualified employees by department, division, section, classification, and shift. However, it is understood by the parties that supervisors shall have the discretion to select a different employee for a specific assignment based on reasonable work considerations that may include specific knowledge, skills, performance, or safety concerns that support such a selection.
 - 2. Extremely hazardous work situations that call for special technical knowledge or hazardous environment experience may necessitate bypassing equalization procedures.
 - 3. Management and the Union shall review the out of class equalization quarterly at the regularly scheduled Labor Management meetings as prescribed in the contract. The purpose of such reviews shall be to monitor the effectiveness of the program and to review and remedy deficiencies in the program, particularly special circumstances that may arise under section 34.9 D.2.

SHIFT DIFFERENTIAL

Section 34.10 Eligible employees assigned to evening and night shift operations shall receive a shift differential in addition to their regular pay based upon the following provisions:

- A. A shift differential of \$.40 shall be granted to employees whose assigned shift begins on or after 3:00 p.m. but prior to 8:00 p.m.
- B. A shift differential of \$.60 shall be granted to employees whose assigned shift begins on or after 8:00 p.m. but prior to 4:00 a.m.
- C. Shift differentials shall be added to or deducted from an employee's rate of pay concurrent with changes in the employee's assigned shift which exceed thirty (30) days duration.
- D. Job classifications shall be excluded from shift differential pay when the hours of work have been a factor in establishing the rate of pay for the job. Additional classes may be excluded as determined by the department head and the Human Resources Director.
- E. Employees on regularly scheduled day shifts who are called back for evening or nighttime work, or daytime employees who work evening or night hours on an overtime basis, shall be ineligible for shift differential pay.
- F. Shift differential based on the employee's regular assigned shift shall be used in computing the adjusted overtime rate and shall apply to all approved paid leaves. It shall not apply to any payout of accrued sick leave or vacation leave at termination of employment.

MILEAGE ALLOWANCE

Section 34.11 All employees who are required to use their personal vehicles on official City business will be reimbursed based on the IRS maximum mileage reimbursement rate and in accordance with the policies and procedures approved by the Mayor for all City employees. Should, during the term of this Agreement, an additional mileage allowance be provided to other City employees, then such allowance shall also be provided to employees covered by this Agreement.

PAYMENT FOR SCHOOLS/LICENSE EXAMINATIONS

Section 34.12 Employees shall be compensated to attend schools, seminars, and/or license examinations when such attendance or licensure is required by the City in the course of the employee's regular employment. Compensation for Commercial Driver's License renewal fees shall be paid at a rate which covers the difference between a standard "Class D" license and the appropriate higher level CDL and any endorsements required by the City of Tulsa and/or the State of Oklahoma. It is understood the City will also pay the excess costs for CDL licenses, which are

higher than the employee's current job requires to encourage employee skill development and promotability.

SURVEYS

Section 34.13

- A. The parties agree certain surveys to compare relative wage rates, longevity type payment, and internal equity grade level determinations for bargaining unit employees with those in local industry and towns within the Tulsa area and in cities of comparable size shall be conducted at least every two years. The parties agree that the comparable cities to be included in this market survey are Austin, Texas; Fort Worth, Texas; Kansas City, Missouri; Tucson, Arizona; Nashville, Tennessee; Omaha, Nebraska; St. Louis, Missouri; Oklahoma City, Oklahoma; Wichita, Kansas; and Dallas, Texas. The survey will utilize certain benchmark positions to be identified each year to assist in comparing relative wage rates, longevity, and internal equity determinations. The parties understand and agree that all wage surveys shall include an adjustment of the LT market wage position to reflect the City's longevity pay.
- B. The parties agree this survey provision shall not be prospectively applied so as to mechanically dictate a particular wage or grade level for any position. Other factors to be considered include but are not limited to information regarding minimum and maximum pay steps, weighted average wages paid, relative differences in the cost of living between locations based on the ACCRA index, and the unique characteristics of the City of Tulsa, including but not limited to operational priorities, available and projected revenues, and other administrative salary and equity concerns.
- C. The parties agree that the City will conduct and make a reasonable attempt to complete such a survey prior to March 1, 2010. The parties further agree that the City will provide a draft summary of market wage position to the Union at least two (2) weeks prior to March 1st and to be considered complete by March 15th. Advice and input from the Union will be sought by the City prior to actually gathering the survey information. The parties will meet and confer after completion of such a survey on the information obtained.

LONGEVITY

Section 34.14 Effective July 1, 2008, each Employee shall receive longevity pay of four dollars and eighty cents (\$4.80) per month for each year of service from the Employee's date of hire, beginning after the Employee has completed five (5) years of service, at the rate of twenty-four dollars (\$24) per month, and shall increase by four dollars and eighty cents (\$4.80) per month each year thereafter through the completion of twenty (20) years of service.

**ARTICLE 35 – HIGH PERFORMANCE GOVERNMENT (HPG) EMPLOYEE
SUGGESTION PROGRAM**

The Union and the City recognize the importance of the HPG Employee Suggestion Program. Suggestions to change systems and their inherent processes to be more efficient, more value added, more customer friendly and when appropriate, more citizen-friendly and earning a reward for doing so may be submitted by mail (or in person) to the following address:

Human Resources – One Technology Center
HPG Suggestion Program
175 E. 2nd, Ste.575
Tulsa, OK 74103

Forms and the Policy are available online in the City Web under My HR.

ARTICLE 36 – MEDICAL AND DENTAL INSURANCE

Section 36.1 Employer agrees to pay 90% of the cost for Employee’s medical insurance and 100% of the cost for Employee’s dental insurance.

Section 36.2 Employer agrees to pay 75% of the cost for dependent medical insurance. Employees shall pay 100% of the cost for dependent dental insurance.

Section 36.3 Employees may only change medical plans one (1) time per year at a time designated by the employer. If dependent coverage is elected, the entire family must enroll in the Plan Option elected by the employee. Part-time employees are excluded from the benefits provided within this article.

ARTICLE 37 – DEFERRED COMPENSATION

Section 37.1 The City and the Union mutually desire that employees take part in savings opportunities allowed under the IRS 457 Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an employee’s financial preparation for retirement, and are especially valuable if an employee participates from the earliest date possible during his/her employment.

Section 37.2 The City will provide a monthly deferred compensation contribution only during the initial two (2) years the employee participates in the deferred compensation program. These monies will be provided by a match at the rate of fifty cents (\$.50) for each dollar (\$1.00) on the first fifty dollars (\$50) of employee contributions into the employee’s deferred compensation savings account up to a maximum of twenty-five dollars (\$25) per month for each employee only during the initial two (2) years of participation in the deferred compensation program.

Section 37.3 The parties also agree to mutually work towards employee training and other programs which promote and provide incentives for not only initial employee participation but also the continuing participation of AFSCME personnel in deferred compensation programs.

ARTICLE 38 – OUTSIDE EMPLOYMENT

No employee shall have outside employment that is in conflict with his/her City employment. A department head, at his/her discretion, may require employees within their department to obtain approval from him/her before accepting outside employment.

ARTICLE 39 – UNION VISITATION AND NOTIFICATION

Section 39.1 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 39.2 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 40 – REDUCTION IN FORCE

Section 40.1 The Human Resources Policies and Procedures Manual Section 129 Reduction for Economy or Abolition of Position (Layoff) and Section 509 Benefit Provisions Upon Layoff shall be used for administering the layoff process except for the severance pay schedule which shall follow the provisions of Section 40.2 below.

Section 40.2 Any full-time, non-probationary employee who is laid off due to economy reasons or when a position is abolished, shall be provided severance pay at his/her basic hourly wage rate in accordance with the following schedule:

Years of Service	Severance Pay (Hours)
1-5	80
6	90
7	105
8	120
9	135

10	150
11	165
12+	180

Section 40.3 The Employer shall notify and consult with the Union prior to advertising any written bid specifications involving contracting out of City services that are currently performed by Employees within the classifications covered by this Agreement, when such contracting would result in a layoff or abolishment of positions. Notification will follow the procedures listed below unless the notification process must be waived by management due to emergency reasons:

- A. Notification of possible contracting shall be provided by management in written form to the Union President and a Chief Steward at the earliest possible time after the initiation of any formal study, committee, or subcommittee established to review and document the purpose and scope of such contracting out.
- B. The notification shall include the department, division, and employee classification(s) that may be affected by such contracting, and shall include at least rough draft, written specifications regarding the work and services that may be affected and covered by such a contract.
- C. The Union shall have fifteen (15) working days after management notification to respond to the appropriate department head and the Human Resources Director in writing with a listing of any concerns and shall include notice of any desire on the part of the Union to gain further clarification or provide further input through a meeting or meetings. Failure by the Union to provide such written response shall be considered a waiver of the union's opportunity to raise any further issues or concerns with the contracting issue. Management shall set a date and provide the opportunity for such meeting(s) not earlier than five (5) days and no later than fifteen (15) days after any such Union request. Further, management shall not be required to delay contracting efforts or processes for more than thirty (30) days to complete any Union consultation requested by the Union under this Article and Section.
- D. If the Union notifies management of a failure to provide such written notice to the Union on such contracting of work or services covered by this Agreement, that failure, if recognized through reasonable evidence, shall be considered a violation of this Agreement and shall result in the parties initiating the processes described in C above to reconsider and review the related issues with the Union prior to contracting out non-emergency work.

Section 40.4 Whenever the City engages in any efforts that involve contracting out jobs of bargaining unit members, the City shall always afford the Department, with the assistance of the Union, the opportunity to competitively bid in order to gain or retain the work and positions within the City.

ARTICLE 41 – PERFORMANCE EVALUATION

Section 41.1 The Employer's performance evaluation system as applied to Bargaining Unit Employees will be fair, equitable, objective and job related.

Section 41.2 The completed performance evaluation shall be placed in the Employee's personnel file after he/she has signed and received a copy of the evaluation, or after the employee's supervisor and an exempt witness sign affirming that the employee has refused to sign. While employees are required to sign the performance evaluation form, the employee's signature does not imply agreement with the contents of the evaluation, but indicates only that the employee has received a copy. Employees may include appropriate, relevant written comments concerning the evaluation. A first refusal to sign shall result in a written employee counseling. Any subsequent refusal shall result in a disciplinary action review.

Section 41.3 If Management adds comments to the evaluation after the evaluation has been signed by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by Employee.

Section 41.4 There shall be at least one (1) annual performance planning and one (1) final evaluation completed in accordance with Personnel Policies and Procedures Section 703 for each employee.

Section 41.5 Any Employee covered by this Agreement, or union representative with written signed authorization from the Employee, shall have the right to examine the contents of his/her personnel file in the respective department or Human Resources Department.

ARTICLE 42 – RECLASSIFICATION AND PROGRESSION

Section 42.1 Reclassification shall be differentiated from promotions. For the purpose of this section, promotional processes shall be defined in Article 19 – Promotion. Reclassification shall be defined as a change in classification and/or pay grade resulting from the processes defined below. Reclassification may be approved by the Mayor only after a thorough evaluation of the position by the Human Resources Director or his/her designee. The following criteria must be met to reclassify a position:

- A. The present classification and/or pay grade does not adequately reflect the responsibilities of the position in relation to other City positions.
- B. There is another classification and/or pay grade which is more reflective of the position as evaluated from the standpoint of duties responsibilities and requirements.
- C. Those job elements which would justify a different classification and/or pay grade have come about gradually rather than through an abrupt reassignment or organizational change.

- D. Prior to the development and implementation of any new classification or classification revision which would affect employees covered under this Agreement, the City shall notify and consult with the Union as concerns the affected classification criteria.

Section 42.2 Progressions are established by the City of Tulsa for purposes of progressing employees through like job families based on the attainments of specific training, skill development and/or educational goals. Progression systems effectively create standardized reclassification procedures for certain affected jobs. Prior to the development and implementation of any new progression systems which would affect employees covered under this agreement, the City shall notify and consult with the Union as concerns the affected classification and progression criteria.

Section 42.3 The City will provide annually a list of progressions and the corresponding requirements for each progression.

ARTICLE 43 – FAMILY AND MEDICAL LEAVE

Section 43.1 The Union and the City recognize the necessity of ensuring compliance with the Family and Medical Leave Act of 1993. The policy guidelines provided within the Human Resources Policies and Procedures Manual shall be used for administering Family and Medical Leave.

Section 43.2 Employees wishing to exercise their rights under the Family and Medical Leave Act shall notify the Employer prior to exercising those rights whenever possible. Employees shall be required to first utilize applicable Injury Leave, Sick Leave and Vacation Leave accruals as may apply to the twelve (12) week benefit under the Federal Family and Medical Leave Act and the related Human Resources Policy and Procedure Section 316 provisions, except as amended in Article 27.12 as pertains to birth or adoption of a child. Any remaining Family and Medical Leave time frame benefits after expenditure of applicable paid leave benefits shall be administered as leave without pay.

ARTICLE 44 – DURATION OF AGREEMENT

Section 44.1 This Agreement shall become effective on July 1, 2009, and shall remain in full force and effect until Midnight, June 30, 2010; however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 2009, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY 09-10 will not be finalized until appropriation of adequate and sufficient funds. In the event of failure of the City to appropriate said funds, said economic provisions set forth to become effective throughout FY 09-10 shall be deemed null and void without further action by either party to this Agreement. In such event the City and Union shall enter into negotiations for fiscal year 09-10 upon said economic provisions. The remainder of this Collective Bargaining Agreement shall remain in full force and effect until Midnight, June 30, 2010.

Section 44.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, will meet at reasonable times with agents of the Union 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 44.3 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 thirty (30) 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 the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within ten (10) 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 impartial arbitrator.

Section 44.4 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 will meet within five (5) 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 will call a hearing to be held within thirty (30) days 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 shall not be binding. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The hearing will be concluded with twenty (20) calendar days of commencement and the arbitrator will issue written findings and recommendations with respect to all issues presented within thirty (30) calendar days of commencement of the hearing. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

Section 44.5 Pursuant to the Oklahoma Municipal Employee Collective Bargaining Act, 11 O.S. §51-200 et seq., the following provisions apply:

- A. After a negotiated agreement has been agreed to by both parties, or a final and binding arbitration decision has been rendered, the City shall submit a request for funds necessary to implement the Agreement and for approval of any other matter requiring the approval of the appropriate governing body within fourteen (14) days after the date on which the parties finalize the agreement, or the date on which the arbitration decision

is issued. If the appropriate governing body is not in session at the time, then the submission shall be within fourteen (14) days after it next convenes.

- B. If the appropriate governing body rejects the submission of the City and/or the City Council shall fail to appropriate sufficient funds to perform the Agreement, this Agreement or arbitration decision on provisions requiring action by the City Council shall be null and void. Either party may reopen negotiations. The parties agree that those provisions of the Agreement not requiring action by the appropriate governing body shall be effective and operative in accordance with the terms of the Agreement.

Section 44.6

- (a) For fiscal year 2009-2010 if the City voluntarily offers either of the wage increases specified in (a)(1) or (a)(2) and as further defined in (b) below to all the employees of any other bargaining unit in the City, then the City will offer the same increase as applicable to eligible employees in the bargaining unit covered by this Agreement for FY 2009-2010:
- (1) An “SPI” increase, which is defined as a satisfactory performance increase. For example, if the City voluntarily offers and funds an SPI to another bargaining unit under the terms of the other bargaining unit’s collective bargaining agreement, then the City would offer an “SPI” (as defined in this section) for fiscal year 2009-2010 to all eligible employees of this bargaining unit under the terms of the collective bargaining agreement applicable to this bargaining unit. The parties recognize that the percentages for SPIs and other terms regarding SPIs may differ under the different collective bargaining agreements covering different bargaining units in the City. The parties agree that the only SPI that employees in this bargaining unit could receive under this section is an SPI under the terms of this Agreement.
 - (2) An “across-the-board” increase, which is defined as one set percentage increase that is the same to all employees of a bargaining unit. For example, if the City voluntarily offers and funds all the employees of another bargaining unit an across-the-board increase of 1%, then the City would offer the employees in this bargaining unit a 1% across-the-board increase for FY 2009-2010.
- (b) The parties agree that the terms “SPI” and “across-the-board” do not include any type of wage increase other than those specifically defined in subsections (a)(1) and (a)(2), respectively, of this section. The parties agree that the terms “SPI” and “across-the-board” specifically exclude any and all other types of wage increases, such as, without limitation, any of the following: a wage adjustment for an individual employee; a wage adjustment based on a promotion; a wage adjustment based on a position reclassification; a wage adjustment based on a progression; a wage adjustment to any employee with an individual contract; a wage adjustment made to any group of employees that is not an entire bargaining unit; any wage adjustment that is not voluntarily offered by the City; any adjustment made under a High Performance Government Initiative as adopted by the

Mayor; any wage adjustment made via a departmental reorganization; any wage adjustment awarded via interest arbitration or an election on last best offers; any wage adjustment awarded via grievance arbitration; or any wage adjustment made via another unit “buying” an SPI or other increase by giving up another benefit or benefits, or otherwise funding it within the existing departmental budget.

- (c) If an across-the-board increase or SPI is awarded to another bargaining unit via the contract resolution process applicable to that bargaining unit, the parties agree to reopen negotiations on the issue of wages only within 30 days after the resolution of that bargaining unit’s collective bargaining agreement.

ARTICLE 45 – 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 the 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.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the 17th day of July, 2009.

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

By: Bill Roland
President

Vincent McGee
Bargaining Committee Member

Robert A. Mulvihill
Bargaining Committee Member

Bargaining Committee:
Bill Roland
Robert Mulvihill
Peggy Mulvihill
Sam Myers
Vincent McGee
Paul Woodward
Tracey Heape

CITY OF TULSA, OKLAHOMA,
a municipal corporation



Kathy Taylor
Mayor

Anthony Mays
City Clerk ~~DEPUTY~~

Approved: [Signature]
Senior Assistant City Attorney

Bargaining Committee:
Tony Puckett
Joyce Powell
Gerald Bender
Roy Teeters
Clayton Edwards
Van Hughes
Alan Bingham

APPENDIX A
LABOR TRADES PAY SCHEDULE
EFFECTIVE JULY 1, 2009

Grade/Step	C	D	E	F	G	H	I	J	K
LT-12									
Annual	18,397.85	19,133.76	19,899.11	20,695.08	21,522.88	22,383.80	23,279.15	24,210.32	25,178.73
Monthly	1,533.15	1,594.48	1,658.26	1,724.59	1,793.57	1,865.32	1,939.93	2,017.53	2,098.23
Semi-Monthly	766.58	797.24	829.13	862.29	896.79	932.66	969.96	1,008.76	1,049.11
Hourly (40)	8.85	9.20	9.57	9.95	10.35	10.76	11.19	11.64	12.11
LT-13									
Annual	20,805.87	21,638.10	22,503.63	23,403.77	24,339.93	25,313.52	26,326.06	27,379.11	28,474.27
Monthly	1,733.82	1,803.18	1,875.30	1,950.31	2,028.33	2,109.46	2,193.84	2,281.59	2,372.86
Semi-Monthly	866.91	901.59	937.65	975.16	1,014.16	1,054.73	1,096.92	1,140.80	1,186.43
Hourly (40)	10.00	10.40	10.82	11.25	11.70	12.17	12.66	13.16	13.69
LT-14									
Annual	21,680.65	22,547.88	23,449.79	24,387.78	25,363.29	26,377.83	27,432.94	28,530.26	29,671.47
Monthly	1,806.72	1,878.99	1,954.15	2,032.32	2,113.61	2,198.15	2,286.08	2,377.52	2,472.62
Semi-Monthly	903.36	939.49	977.07	1,016.16	1,056.80	1,099.08	1,143.04	1,188.76	1,236.31
Hourly (40)	10.42	10.84	11.27	11.72	12.19	12.68	13.19	13.72	14.27
LT-15									
Annual	23,667.41	24,614.11	25,598.67	26,622.62	27,687.52	28,795.02	29,946.82	31,144.70	32,390.48
Monthly	1,972.28	2,051.18	2,133.22	2,218.55	2,307.29	2,399.59	2,495.57	2,595.39	2,699.21
Semi-Monthly	986.14	1,025.59	1,066.61	1,109.28	1,153.65	1,199.79	1,247.78	1,297.70	1,349.60
Hourly (40)	11.38	11.83	12.31	12.80	13.31	13.84	14.40	14.97	15.57
LT-16									
Annual	27,114.05	28,198.61	29,326.56	30,499.62	31,719.60	32,988.39	34,307.92	35,680.24	37,107.45
Monthly	2,259.50	2,349.88	2,443.88	2,541.63	2,643.30	2,749.03	2,858.99	2,973.35	3,092.29
Semi-Monthly	1,129.75	1,174.94	1,221.94	1,270.82	1,321.65	1,374.52	1,429.50	1,486.68	1,546.14
Hourly (40)	13.04	13.56	14.10	14.66	15.25	15.86	16.49	17.15	17.84
LT-17									
Annual	29,862.07	31,056.55	32,298.81	33,590.77	34,934.40	36,331.77	37,785.05	39,296.45	40,868.30
Monthly	2,488.51	2,588.05	2,691.57	2,799.23	2,911.20	3,027.65	3,148.75	3,274.70	3,405.69
Semi-Monthly	1,244.25	1,294.02	1,345.78	1,399.62	1,455.60	1,513.82	1,574.38	1,637.35	1,702.85
Hourly (40)	14.36	14.93	15.53	16.15	16.80	17.47	18.17	18.89	19.65
LT-18									
Annual	33,298.52	34,630.46	36,015.68	37,456.31	38,954.56	40,512.74	42,133.25	43,818.58	45,571.32
Monthly	2,774.88	2,885.87	3,001.31	3,121.36	3,246.21	3,376.06	3,511.10	3,651.55	3,797.61
Semi-Monthly	1,387.44	1,442.94	1,500.65	1,560.68	1,623.11	1,688.03	1,755.55	1,825.77	1,898.81
Hourly (40)	16.01	16.65	17.32	18.01	18.73	19.48	20.26	21.07	21.91
LT-19									
Annual	35,134.13	36,539.50	38,001.08	39,521.12	41,101.96	42,746.04	44,455.88	46,234.12	48,083.48
Monthly	2,927.84	3,044.96	3,166.76	3,293.43	3,425.16	3,562.17	3,704.66	3,852.84	4,006.96
Semi-Monthly	1,463.92	1,522.48	1,583.38	1,646.71	1,712.58	1,781.09	1,852.33	1,926.42	2,003.48
Hourly (40)	16.89	17.57	18.27	19.00	19.76	20.55	21.37	22.23	23.12

APPENDIX B
CLASSIFICATION LISTING
Effective July 1, 2009

<u>Classification</u>	<u>Pay Grade</u>
Airfield Maintenance Leader	LT-17
Airfield Worker I	LT-14
Airfield Worker II	LT-15
Airfield Worker III	LT-16
Airframe and Powerplant Technical Specialist	LT-19
Airports Building Engineer	LT-19
Airport Maintenance Leader I	LT-15
Airport Maintenance Leader II	LT-16
Airport Maintenance Leader III	LT-17
Airport Maintenance Worker I	LT-13
Airport Maintenance Worker II	LT-14
Animal Control Officer I	LT-15
Animal Control Officer II	LT-17
Auto Body Repairer	LT-18
Automotive Servicer	LT-14
Automotive Storekeeper	LT-16
Carpenter I	LT-16
Carpenter II	LT-18
Cemetery Leader	LT-16
Crew Helper	LT-13
Crew Leader I	LT-16
Crew Leader II	LT-17
Crew Leader III	LT-18
Crew Worker I	LT-14
Crew Worker II	LT-15
Custodial Worker I	LT-13
Custodial Worker II	LT-14
Electrician Apprentice	LT-17
Electrician I	LT-18
Electrician II	LT-19
Equipment Maintenance Worker I	LT-13
Equipment Maintenance Worker II	LT-14
Equipment Operator I	LT-15
Equipment Operator II	LT-16
Equipment Operator III	LT-17
Field Engineering Inspections/Testing Coordinator	LT-17
Fire Inventory/Delivery Clerk	LT-15
Flowline Crew Leader II	LT-17
Flowline Crew Leader III	LT-18
Flowline Worker I	LT-14
Flowline Worker II	LT-15

Gardener I	LT-14
Gardener II	LT-15
Gardener III	LT-17
High Security Locksmith	LT-18
Lakes Patrol Officer	LT-16
Lakes Treatment Plant Operator	LT-18
Lead Auto Body Repairer	LT-19
Maintenance Helper	LT-12
Maintenance Leader I	LT-15
Maintenance Leader III	LT-17
Maintenance Mechanic I	LT-16
Maintenance Mechanic II	LT-17
Maintenance Mechanic III	LT-18
Maintenance Worker I	LT-13
Maintenance Worker II	LT-14
Mechanic I	LT-16
Mechanic II	LT-18
Mechanic III	LT-19
Mechanical Journeyman	LT-19
Mechanical Utility Worker	LT-15
Parking Meter Repairer I	LT-14
Parking Meter Repairer II	LT-15
Parks Utility Leader	LT-17
Parks Utility Worker I	LT-14
Parks Utility Worker II	LT-15
Parts Courier	LT-13
Pavement Markings Lead	LT-18
Pavement Markings Operator	LT-16
Plant Mechanic Helper	LT-15
Plant Mechanic I	LT-17
Plant Mechanic II	LT-18
Plant Mechanic III	LT-19
Plumber	LT-19
Public Events Support Leader I (PAC)	LT-16
Public Works Emergency Representative	LT-16
Refuse Collector	LT-16
Registered Locksmith	LT-17
Senior Animal Control Investigator	LT-18
Senior Parks Utility Leader	LT-18
Senior Public Events Support Leader	LT-18
Sign Fabricator I	LT-16
Sign Fabricator II	LT-17
Small Engine Mechanic	LT-18
Stationary Engineer I	LT-17
Stationary Engineer II	LT-18
Stationary Engineer III	LT-19

Stock Clerk	LT-14
Storekeeper	LT-16
Street Crew Leader I	LT-16
Street Crew Leader II	LT-17
Street Crew Leader III	LT-18
Street Crew Worker I	LT-14
Street Crew Worker II	LT-15
Surface Drainage Leader II	LT-16
Surface Drainage Leader III	LT-17
Surface Drainage Worker I	LT-14
Surface Drainage Worker II	LT-15
Traffic Control Maintenance Leader	LT-17
Traffic Control Worker I	LT-14
Traffic Control Worker II	LT-15
Traffic Utility Worker I	LT-16
Traffic Utility Worker II	LT-17
Treatment Plant Operator Apprentice	LT-15
Treatment Plant Operator I	LT-16
Treatment Plant Operator II	LT-17
Treatment Plant Operator III	LT-18
Treatment Plant Operator IV	LT-19
Utility Worker I	LT-15
Utility Worker II	LT-16
Vegetation Leader II	LT-16
Vegetation Leader III	LT-17
Vegetation Worker I	LT-14
Vegetation Worker II	LT-15
Waste Collection Maintenance Worker I	LT-13
Waste Collection Maintenance Worker II	LT-14
Water Maintenance Worker I	LT-13
Water Maintenance Worker II	LT-14
Water Meter Maintenance Worker	LT-15
Water Meter Repairer I	LT-14
Water Meter Repairer II	LT-16
Water Meter Technician	LT-17
Water Service Representative I	LT-14
Water Service Representative II	LT-15
Water Supply Mechanical Maintenance Worker	LT-17
Welder	LT-17
Zoo Dietary Assistant	LT-14
Zookeeper	LT-17

APPENDIX C
UNION STEWARD AND LOCKING BULLETIN BOARD LOCATIONS

<u>Location</u>	<u>Number of Stewards</u>
1. Airport	1
2. Equipment Management, East (Mingo and Garnett)	1
3. Equipment Management, West (Newblock and 23 rd)	1
4. Recreation Center Custodial Staff	1
5. Park & Recreation, Tulsa Zoo	1
6. Vegetative Maintenance and Garnett Station	1
7. Public Works Newblock Maintenance Hub	1
8. Public Works, At Large (Selected from location 5, 6, or 7)	1
9. Animal Shelter	1
10. Public Works, City Hall, PAC	1
11. PW Field Customer Service, Storekeeping, Building Maintenance	1
12. Public Works, Lakes	1
13. Public Works, Raw Water Supply, A.B. Jewell	1
14. Public Works, Mohawk Treatment Plant	1
15. Public Works, Northside Treatment Plant	1
16. Public Works, Southside Treatment Plant, Sludge Maintenance	1
17. Public Works, 23rd & Jackson, Water Distribution Base, Day Shift	1
18. Public Works, 23rd & Jackson, Water Distribution Base, Evening Shift	1
19. Public Works, At Large East (From location 10, 13, 21, or 22)	1
20. Public Works, At Large West (From location 11, 16, 17, or 24)	1
21. Public Works, N. 93rd E. Ave., Underground Collection Base	1
22. Public Works, 56th & Garnett, Water Distribution Satellite	1
23. Public Works, Solid Waste Systems	1
24. Public Works, Vegetative Maintenance	1
25. Public Works, Street Maintenance, East Yard	1
26. Public Works, Street Maintenance, West Yard	1
27. Public Works, Traffic Engineering	1
 TOTAL	 <u>27</u>

At Large Stewards cannot come from the same worksite as a regular steward unless the worksite has over 50 bargaining unit members. Under no circumstances can two Stewards report to the same supervisor.

APPENDIX D
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.

APPENDIX E
JOB CLASSIFICATIONS TO BE INCLUDED ON THE
ENTRY LEVEL APPLICANT LIST

Airfield Worker I
Airport Maintenance Worker I
Automotive Servicer
Cemetery Worker I
Crew Helper
Crew Worker I
Custodial Worker I
Equipment Maintenance Worker I
Fire Maintenance Worker I
Flowline Worker I
Gardener I
Gilcrease Maintenance Worker I
Maintenance Helper
Maintenance Worker I
Parking Meter Repairer I
Parks Utility Worker I
Parts Courier
Public Events Support Worker I
Sludge Processing Maintenance Worker I
Stock Clerk
Street Crew Worker I
Surface Drainage Worker I
Traffic Control Worker I
Treatment Plant Operator I
Urban Development Worker I
Vegetation Worker I
Waste Collection Maintenance Worker I
Water Maintenance Worker I
Water Meter Repairer I
Water Service Representative I
Zoo Dietary Assistant

Note: Employees interested in making application to “entry level” positions should refer to Section 19.3.

APPENDIX F DEFINITIONS

Supervisor or Immediate Supervisor – Any full-time employee who represents the management of the City and oversees, directs, and instructs one or more employees. Such person works in a classification excluded from the bargaining unit.

Employee – A non-supervisory employee in one of the classifications covered by this Agreement. Regular and part-time employees shall be included in the terms of this Agreement. Temporary or seasonal employees shall not be included in the terms of this Agreement.

Harassment – Intentional, unsolicited conduct by a person or a group of persons in which words, gestures, or actions tend to annoy, hinder, alarm and or abuse another person or group of persons and the conduct in fact seriously annoys, hinders, alarms or abuses the other person or group of persons.

Stand-by – The status of an employee who has been specifically assigned by an appropriate supervisor to remain available for call-in at home or any location employer has been made aware of such that the employee can be contacted by telephone to report to work immediately upon notification from employer.

Masculine Pronouns – Whenever applicable, the masculine pronoun as used herein shall include the feminine.

Emergency – An unforeseen circumstance or a combination of circumstances which calls for immediate action.

Discretion – A decision-making method guided by rules and sound management practices within a particular work area which must meet the standards of not being arbitrary, capricious, or discriminatory. The use of discretion as indicated within this agreement shall be subject to the grievance procedures based only on those specific standards.

Satisfactory Performance Increase (SPI) – A fixed increase in pay involving movement from one pay step to the next pay step and requiring at least a proficient performance rating. Individuals rated inadequate are ineligible for an SPI.

Skip-Step Increase – A pay movement from one pay step to the next higher pay step that is not dependent on the employee's normal SPI date and is based on exemplary performance. Example: movement from the "A" step to the "C" step on the SPI date.