

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
INFORMATION TECHNOLOGY & INFORMATION SYSTEMS
LOCAL NO. 1180
AFL-CIO**

July 1, 2011 – June 30, 2012

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PREAMBLE

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

Appendices to this Agreement are:

Appendix A-1 – Pay Chart for Information Technology Employees

Appendix A-2 – Pay Chart for Information Systems Employees

Appendix B – Work Rules for Personal Conduct

Appendix C – Contract Grievance Form

Appendix D – Union Steward Locations

ARTICLE 1 - RECOGNITION

Section 1.1 Employer recognizes AFSCME Local 1180 as the exclusive bargaining agent for all permanent, non-probationary employee(s) in the Information Technology (IT) and Information Systems (IS) classifications (“Employee”) except those designated as “Confidential Employees” as defined in the City of Tulsa Collective Bargaining Ordinance.

Section 1.2 For the purpose of this Agreement, a probationary Employee shall be defined as an Employee who has served less than one (1) year from the original appointment date or the most recent rehire date as an employee. Probationary Employees shall be covered under the terms and conditions of employment set forth in this Agreement, except that probationary Employees shall have no right of appeal, due process, or property rights in their positions until after completing the probationary periods as specified by the Civil Service Commission and this Agreement. Additionally, the just cause standard shall not apply to probationary Employees.

Section 1.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders. Reference to AFSCME Local 1180 or Union shall mean the composite AFSCME Union. Whereas, the term “IT/IS Unit” will specifically refer to the Information Technology/Information Systems bargaining unit.

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 at the regularly scheduled orientations of City employees. 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 Collective Bargaining Agreement will be posted on the City's intranet.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 AFSCME Local 1180 recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with all applicable laws and with its responsibilities; Employer retains all other rights in accordance with the Constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Tulsa and the ordinances and regulations promulgated thereunder, and, the powers of authority which Employer has not officially abridged, delegated, granted or modified by the Agreement are retained by Employer. Such rights include, but are not limited to, the rights outlined below.

- (1) To direct the work of IT/IS department Employees to include:
 - (a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;
 - (b) assigning and determining working hours, including overtime, and allocating and assigning work or duties to Employees of the IT/IS department;
 - (c) managing and directing the Employees of the IT/IS departments, 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 department Employee, whether probationary or non-probationary;
 - (d) determining the organization of the IT/IS departments, 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) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;

- (f) determining the methods, means, tools, procedures, location and personnel by which the operations of the departments are to be conducted;
 - (g) introducing new, improved, or different methods and techniques of operation for the departments, or change or eliminate existing methods and techniques;
- (2) To determine the qualifications for employment and the nature and content of personnel 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 - DURATION OF AGREEMENT

Section 4.1 This Agreement shall become effective on July 1, 2011 or the date it is executed if not approved and executed prior to July 1, 2011, and shall remain in full force and effect until midnight, June 30, 2012. The parties agree that this Collective Bargaining Agreement may be extended after June 22 of each fiscal year by a written executed Memorandum of Understanding through affirmative action of the parties, for successive periods of one (1) year each.

Section 4.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, shall meet at reasonable times with agents of the IT/IS Unit to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, AFSCME Local 1180 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.

Section 4.3 The City agrees to provide time off for three (3) Employees to act as the negotiating team for the IT/IS Unit. Employees who are designated as members of the negotiating team shall request authorization one week prior to the scheduled meeting 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 4.4 Once a tentative collective bargaining agreement has been reached, AFSCME Local 1180 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 IT/IS Unit's 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 and reach impasse in negotiations, any and all unresolved issues shall be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute resolution, the IT/IS Unit's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

Section 4.5 Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives shall meet within ten (10) working days after receipt of the list and strike names alternately from the list until one (1) remains. The Party requesting arbitration shall strike first. The arbitrator selected shall call a hearing to be held within a reasonable period of time after the arbitrator receives notification of his/her selection and the parties and the arbitrator agree on possible dates. The hearing shall be informal and the rules of evidence prevailing in a court of law may be applied in the arbitration. The Party requesting arbitration shall present their case to the arbitrator first. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The arbitrator shall issue written finding and recommendations with respect to all issues presented. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

Section 4.6 An agreement of the parties, or an arbitrator's award resulting from Section 4.5 above, will be finalized through the processes set forth in the City of Tulsa Collective Bargaining Ordinance and Section 810 of the Human Resources Policies and Procedures.

- (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 or SPI increase 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 5 – EFFECT ON PRIOR AGREEMENTS

This Agreement shall supersede and take precedence over all agreements, supplemental agreements, amendments, attachments to agreements, memoranda 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.

ARTICLE 6 – NONDISCRIMINATION

Section 6.1 The Employer and the IT/IS Unit jointly agree that there shall be no discrimination against any employee in any manner which would violate any applicable laws or because of race, color, sex, age, religion, political beliefs, national origin, ancestry, disability, or sexual orientation 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 6.2 An Employee shall not be discriminated against because of his/her status of AFSCME Local 1180 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 AFSCME Local 1180.

Section 6.3 Employer and AFSCME Local 1180 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 AFSCME Local 1180 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 6.4 All grievances regarding protected class discrimination under this article shall be filed under the rules outlined in the Human Resources Policies and Procedures Manual.

Section 6.5 The City and AFSCME Local 1180 acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that work rules as established in the Human Resources Policies and Procedures Manual are set forth to preclude any employees from threatening, intimidating, harassing, coercing or interfering with other employees on the job. AFSCME Local 1180 and the City agree no action in violation of these policies shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected class discrimination, shall be administered through Article 15 processes within this Agreement.

ARTICLE 7 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

Section 7.1 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 divided equally between pay periods of each month with dues delivered to the Treasurer of Local No. 1180 not later than ten (10) days after the deduction or direct deposited to the Local No. 1180 membership dues bank account.

Section 7.2 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 the Employee signing the payroll deduction card and deductions 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 7.3 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 7.4 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.

Section 7.5 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 8 - STRIKES AND LOCKOUTS

Section 8.1 No strikes of any kind shall be caused or sanctioned by AFSCME Local 1180 or Employees. AFSCME Local 1180 or Employees will neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor will it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph will be grounds for disciplinary action, including discharge for all such Employees involved.

An Employee who believes that such discipline or discharge by the Employer was not justified shall have recourse through the Grievance Procedure.

Section 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, AFSCME Local 1180 shall notify Employees to return to work and shall take all reasonable action to secure the Employees' return to work as promptly as possible.

Section 8.3 The City agrees that no lockout of Employees shall be instituted.

ARTICLE 9 – LABOR-MANAGEMENT RELATIONS

Section 9.1 Representatives of the IT/IS Unit, not to exceed five (5) in number including at least one (1) representative of each division, 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 9.2 Meetings shall be scheduled during normal working hours on the Employer's premises and the Union representatives shall not lose pay if they are on their regularly assigned shift.

Section 9.3 The parties agree that these meetings shall include discussions involving productivity and efficiency to provide recommendations to the Mayor on ways to effect efficiencies and/or eliminate waste within City operations. These meetings may also include training on mutually agreed topics conducted by City or AFSCME personnel.

Section 9.4 Management shall provide the Union and the Human Resources Director or designee with a copy of all written personnel policies, non-emergency 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. Documented Information Technology Department policies and procedures are considered operational and will need to change on a frequent basis to provide adequate customer service, security, or other operational necessities.

ARTICLE 10 - UNION STEWARDS AND GRIEVANCE COMMITTEE AND BULLETIN BOARDS

Section 10.1 Employees within the IT/IS Unit shall be represented by three (3) Stewards from the areas as set forth in Appendix D. The Union shall furnish the Human Resources Department a written list of names of the Stewards and shall keep the list current at all

times. On a biannual basis the Union shall provide the Human Resources Director or designee with a complete updated list of the Stewards for the IT/IS Unit and their work locations. No more than one (1) steward shall be designated as Chief Steward of the IT/IS Unit. IT/IS Unit Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 10.2 The Grievance Committee for the AFSCME Local 1180 shall be composed of the Executive Board and the Chief Steward(s). The Grievance Committee Members shall request authorization from their supervisors prior to attending a Human Resources Director or designee's grievance meeting for an IT/IS unit member and shall receive their regular compensation for such time spent during regularly scheduled working hours in accordance with the provisions of this Agreement.

Section 10.3 Before investigating or engaging in any activity relating to grievances, a Steward shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from his/her supervisor, the Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings 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. The Chief Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings without loss of pay for such time spent for a maximum of four (4) hours per week.

Section 10.4 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 10.5 The City agrees to allow bulletin boards for the exclusive use of Local No. 1180 for the posting of Local No. 1180 informational notices in IT/IS Employees work locations. Such boards shall be provided by the Union and of reasonable size and material, subject to approval by City management, and designated A.F.S.C.M.E., AFL-CIO Local No. 1180. Bulletin boards shall be placed in work locations mutually agreed upon by the parties and in areas designated by management to include locations within the Internet Cafes in One Technology Center. Such Local No. 1180 notices shall contain no political, libelous, vulgar, or inflammatory matter. The boards shall be used only for the following notices:

- A. Recreational and social affairs of Local No. 1180.
- B. Local No. 1180 meetings.
- C. Local No.1180 elections.
- D. Reports of Local No. 1180 committees.
- E. Rulings or policies of the Local No. 1180.
- F. Other notices as approved for posting by the Human Resources Director or his/her designee.
- G. Newsletters

Section 10.6 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 Local No. 1180 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, City Legal, or designees to seek resolution. If resolution is not reached, the Union may utilize the grievance procedure outlined in Article 15.

Section 10.7 Only designated bulletin boards shall be used for posting Local No. 1180 material on City property.

ARTICLE 11 – UNION VISITATION AND NOTIFICATION

Section 11.1 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.

ARTICLE 12 - TIME CALCULATION AND FILING REQUIREMENTS

Section 12.1 In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or a designated City holiday in which event the period will continue until the end of the next business day which is not one of the aforementioned days. All time periods will expire at 5:00 p.m. on the last day of the designated time period. Unless designated otherwise, all time periods referenced within this Agreement shall be calculated in calendar days.

Section 12.2 All time limits set forth within this Agreement may be extended by the mutual, written consent of the IT/IS Unit representative and the designated Employer's representative.

Section 12.3 Written grievances and appeals must be filed in person to the designated City representative during normal business hours. Grievances and Appeals submitted to the Human Resources Director, Personnel Director, or designees will be delivered in person to the designated support person in the Human Resources Department on the 5th floor of One Technology Center

ARTICLE 13 – DISCIPLINE

Section 13.1 The City reserves the right to discipline or discharge any non-probationary Employee for cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure as applicable. 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 13.2 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 the Appendix titled, 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 13.3 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 13.4 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 supervision. 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 13.5 Employees shall be given the opportunity to have an IT/IS Unit 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 an IT/IS Unit Steward or representative at the hearing.

Section 13.6 Notice of a pre-action hearing means that the Employee is being considered for discipline involving a suspension or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the Employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing.

Section 13.7 Discipline above the level of written reprimand shall require a certified hearing officer from outside the department. 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 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 13.8 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 14 or Article 15 of this Agreement, as applicable.

Section 13.9 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 13.10 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 13.11 It is agreed reduction of accrued vacation in lieu of suspension is an effective means of corrective discipline. An Employee who commits an 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 not be grievable.

ARTICLE 14 – CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL APPEALS

Section 14.1 All Civil Service Commission (CSC) related disciplinary appeals and merit grievances (as defined in Sections .2 and .7) of Employees will be processed through the AFSCME Local 1180 office. A written appeal or merit grievance filed on behalf of an Employee will include the Employee's specific objection(s) to the original action and will be filed within the time periods specified in Sections .2 or .7.

Section 14.2 Discipline involving only suspensions, demotions and dismissals may be appealed to the Civil Service Commission and will be made solely for good and sufficient cause. A written appeal for a Civil Service Commission hearing of any suspension, demotion or dismissal, may be filed on behalf of an Employee with the Personnel Director or designee within ten (10) days from receipt of the department's disciplinary notification. The suspension without pay, removal, or demotion will be final if a hearing before the Civil Service Commission is not requested as provided herein.

Section 14.3 If a written appeal for a Civil Service Commission hearing of discipline is filed on behalf of a non-probationary Employee, the Civil Service Commission hearing will be held within the time frame set forth in the City Charter as may be amended from time to time after the filing of the initial appeal with the Personnel Director or designee (currently sixty (60) days). The Human Resources Director or designee may 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 will be provided to the Employee and to the Civil Service Commission prior to the Civil Service Commission hearing. The recommendation may be accepted in writing or the appeal will continue to the Civil Service Commission. Appeals to the CSC will comply with the procedures and requirements set forth in the City of Tulsa Civil Service Commission – Internal Procedures as may be amended by the Civil Service Commission.

Section 14.4 The burden of proof will be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action will be affirmed by the Civil Service Commission unless sustained by a preponderance of the evidence.

Section 14.5 A merit grievance involves a promotional matter and will be handled as follows:

- A. If the grievance involves promotional non-certification or non-selection, AFSCME Local 1180 must initiate a merit grievance on behalf of the Employee by submission of the grievance in writing to the Personnel Director or designee within fifteen (15) 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 may conduct a hearing which will include the designated representative of the IT/IS Unit and the Employee for purposes of gathering facts relating to the case. The Employee and one material witness may be present at the hearing. Time spent at the hearing will be treated as hours worked for compensation purposes. Within ten (10) working days after the hearing, the Personnel Director or designee will submit to AFSCME Local 1180 and the Employee the City's response to the grievance.

- B. If the grievance has not been resolved by the investigation and response to the grievance by the Personnel Director or designee, a written request for a Civil Service Commission hearing of the issue may be filed on behalf of the Employee within fifteen (15) days from the receipt of the City's written response. Within ten (10) working days from receipt of the written request for such hearing, the Personnel Director or designee will provide to the Civil Service Commission Secretary, AFSCME Local 1180 and the Employee a "Civil Service Commission recommended resolution" relating to the grievance. The recommended grievance resolution will include the date, time and location of the meeting when the matter will be submitted to the Civil Service Commission.

Section 14.6 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.

ARTICLE 15 – CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 A contract grievance may be filed concerning the meaning, application, and/or interpretation of the specific articles of this Agreement and the application of any work rules or regulations affecting Employees. The contract grievance procedure set forth in this Article will apply to all disciplinary or work rule issues except those issues involving: (A) suspension, demotion or dismissal appeals which are to be processed under Article 14 Civil Service disciplinary appeals (rather than through arbitration processes); or (B) merit grievances involving promotional matters which are only processed per Article 14 provisions.

Section 15.2 No matter will be accepted as a contract grievance hereunder unless it is initiated through the Step 1 process within fifteen (15) 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 contract grievance, unless provided differently within this Article or Article 14.

Section 15.3 All contract grievances will be processed in accordance with the following steps:

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

Step 2. If the grievance is not settled in Step 1, the grieving Employee shall contact an IT/IS Unit representative and the grievance shall be reduced to writing on the grievance form attached hereto as Appendix "C" stating the nature of the complaint including specific event(s) and facts upon which the grievance is based, the Article or Articles of the Agreement alleged to have been violated and the requested remedy. All Step 2 grievances will be filed through AFSCME Local 1180 who has the final authority to determine whether or not a grievance proceeds. Upon approval of the Union, the written grievance will be submitted to the grieving Employee's department head or designee within ten (10) working days after receipt of the supervisor's oral answer in Step 1. The department head or designee may investigate and/or meet with the parties involved at his/her discretion. Within ten (10) working days after receipt of the written grievance, the Employee's department head will answer the grievance in writing to AFSCME Local 1180's office. If the grievance remains unresolved, AFSCME Local 1180 and its representative have five (5) working days after receipt of the department head's answer in which to forward the grievance as originally written and the attached answer to the Human Resources Director.

Step 3. Within ten (10) working days after receipt of the contract grievance, the Human Resources Director or his/her designee and the supervisory representative of the department in which the grievance was initiated may meet with designated representatives of the Grievance Committee in an attempt to resolve the grievance. An aggrieved Employee and one (1) material witness requested by the IT/IS Unit may be present at such a meeting at the discretion of the witness and such time shall be treated as time worked for compensation purposes. Within ten (10) working days after the hearing, the Human Resources Director or his/her designee will submit to AFSCME Local 1180 the City's answer to the grievance.

Step 4. If the grievance is unresolved after receipt of the Human Resources Director's answer, AFSCME Local 1180 may request in writing within

fifteen (15) working days that the grievance be submitted to impartial arbitration. Within five (5) working days from receipt of a request for arbitration, the parties will 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 AFSCME Local 1180 and a representative of the City will meet and alternately strike names until one (1) Arbitrator remains who will be selected as the Impartial Arbitrator. The party requesting arbitration strikes the first name.

Step 5. Both the Federal Mediation and Conciliation Service and the Arbitrator selected will be notified of the appointment within five (5) working days from the date of selection. The date for the arbitration hearing will be set upon mutual agreement, as soon as practicable. One (1) representative from AFSCME Local 1180, the aggrieved Employee, and up to two (2) material witnesses requested by AFSCME Local 1180 may be present at the arbitration hearing. Time required to attend the arbitration shall be considered time worked for compensation purposes if the hearing is scheduled during the Employee's or witnesses 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 will have sixty (60) days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

Section 15.4 The parties may by mutual agreement, conduct mediation before arbitration and request and obtain a mediator from the Federal Mediation and Conciliation Service or other acceptable source. The mediation effort will occur as soon as practical for purposes of resolving the grievance. If the mediation is not successful, the process for requesting arbitration will continue pursuant to Step 4.

Section 15.5 With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings and recommendations of the Arbitrator are final and binding on the parties to this Agreement to the extent allowed by law; 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 limited to the interpretation and application of the terms of this Agreement. The arbitrator's authority shall not extend to those extra-contractual (i.e., Worker's Compensation, Unemployment Compensation issues, etc.) matters for which a forum and remedy is available pursuant to statute, and the arbitrator has no jurisdiction to render any decision for any matter for which another forum and remedy are available by statute for resolution of such extra-contractual matters. The arbitrator's decision shall be based on the evidence introduced at arbitration, and the arbitrator shall not rely on any evidence not admitted at arbitration. The Arbitrator will 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 will not preclude individual wage grievances.

Section 15.6 It is specifically and expressly understood that taking a contract grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grieving party and all persons it represents to litigate or otherwise contest the disputed subject matter in any court or other forum. AFSCME Local 1180 and the City will share the cost and expenses incurred by the Impartial Arbitrators equally. If a transcript of the proceedings is requested, the parties will share the cost of the transcript equally.

Section 15.7 If AFSCME Local 1180 or the Employee fails to follow the specified grievance filing time constraints, the grievance shall be considered resolved in the City's favor at the last completed step of the grievance process. If the City fails to follow the specified grievance time constraints, the Employee or the Union may proceed to the next step of the grievance process.

ARTICLE 16 – PERFORMANCE EVALUATIONS

Section 16.1 The Employer's performance evaluation system as applied to Employees will be fair, equitable, objective and job related. There shall be at least one (1) annual performance planning and one (1) final evaluation completed in accordance with Human Resources Policies and Procedures.

Section 16.2 The parties agree that the departments will make a reasonable attempt to complete the performance evaluation process and submit the appropriate documentation to Human Resources to ensure timely processing of performance increases, when applicable.

Section 16.3 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.

Section 16.4 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. The Employee may include appropriate, relevant written comments concerning the additional comments

Section 16.5 Each Employee shall have a right to meet with his/her supervisor at a mutually convenient time to discuss his/her performance.

Section 16.6 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 Human Resources Department.

ARTICLE 17 – SAFETY AND HEALTH

Section 17.1 The Employer and AFSCME Local 1180 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 AFSCME Local 1180 insist on the observation of safety rules, regulations and procedures, as specified in the Safety and Health Manual of the City of Tulsa.

Section 17.2 The City and AFSCME Local 1180 recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the AFSCME Local 1180 agree that substance abuse in the workplace may represent a threat to personnel 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 17.3 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. The City will promptly investigate all accidents/incidents involving Employees, and take prompt remedial or corrective actions to remedy such events, including potential discipline to Employees. Employees are expected to cooperate fully in the investigation of such accidents/incidents.

Section 17.4 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. 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.

Section 17.5 During the regularly scheduled Labor-Management Committee, the committee may review any safety and health 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.

ARTICLE 18 – TRAINING AND DEVELOPMENT

Section 18.1 The City and AFSCME Local 1180 agree that well-trained, knowledgeable Employees are an asset to the City. Responsibility for assessing training needs for improved performance and/or career growth is shared by the Employee and the Employer. After Employee development and department needs have been assessed; budget constraints have been considered; and training areas identified, on-the-job-training, internal training programs, external training, or educational programs may be utilized to meet those needs. Employees will be notified of training opportunities consistent with the mission and goals of the IT/IS Department; the type of training opportunity available; current or anticipated duties and responsibilities; Employee availability; and response time and funding.

Section 18.2 Employees may be required to change their work hours in order to accommodate time spent while training so not to incur overtime. Training shall be considered time worked in accordance with the provisions of the Fair Labor Standards Act (FLSA). Internal or external training in lieu of performing project or day to day operational duties must have advance approval from the Employee's immediate supervisor. The supervisor will be responsible to evaluate the impact of service levels.

Section 18.3 When an Employee applies for and is denied training, upon written request of the Employee, the reasons for the denial shall be stated in writing. Denial of training requests shall be considered non-grievable.

ARTICLE 19 – PAY ADMINISTRATION

Section 19.1

- A. Effective July 1, 2011, the pay chart shown as Appendix A-1 shall become effective for Information Technology (IT) Employees and the pay chart shown as Appendix A-2 shall become effective for Information Systems (IS) Employees for Fiscal Year 2011-2012. Employees shall be placed within the Appendix A-1 or A-2 pay chart in the same grade and step that he/she had the day prior to execution of this Agreement.
- 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 upon a showing of at least a proficient performance rating. Employees shall be eligible for an SPI after completion of one year within any particular step.
- C. Effective January 1, 2012, all SPI eligible Employees shall be moved to the next pay step within the same pay grade on the Appendix A-1 or A-2 pay chart, as appropriate, provided the Employee has completed one year of service and is not within a probationary period following a promotion.

Employees who complete one year of service or who complete a promotional probationary period between January 1, 2012 and June 30, 2012 and are otherwise eligible for an SPI shall receive an SPI effective the pay period following completion of the respective probationary period.

- D. An Employee may not exceed the highest step within his/her pay grade.
- E. Funding and implementation of future SPI step increases, if any, shall be determined through negotiation and budgetary process and shall be effective in January of each year.

Section 19.2 Back wages will be paid to any Employee upon a finding that the Employee is entitled thereto in such amounts as may be determined through the Grievance and Arbitration Procedures. 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 19.3 No claim for back pay or wages for Employees who are terminated or suspended will exceed the amount of pay or wages the Employee would otherwise have earned at his regular wage excluding overtime pay for potential unscheduled overtime work. Claims for back pay or wages will be reduced by monies received from unemployment benefits, Worker's Compensation, or other employment compensation received by the Employee(s) or which would have been received upon proper application for such compensation.

Section 19.4 All back wage and benefit claims against an Employee will 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, fraud, or evidence the Employee was aware of the error.

ARTICLE 20 – LONGEVITY PAY

Section 20.1 The City and AFSCME Local 1180 agree that it is valuable to both the City and the Employees to reward long-time Employees with longevity pay that recognizes their years of service. Longevity pay shall begin to accrue after the Employee has completed five (5) years of service.

Section 20.2 The rates and amounts of longevity pay will be negotiated by the parties in future years.

Section 20.3 Funding and implementation of future Longevity Pay benefits, if any, shall be determined through negotiations and budgetary process and shall be effective in January of each year. For Fiscal Year 2011-2012 no funds have been appropriated for longevity pay.

ARTICLE 21 – FAMILY AND MEDICAL LEAVE

Family and Medical Leave and all other rights provided under the Family and Medical Leave Act of 1993 as amended from time to time shall be granted to Union members in accordance with the provisions set forth within the policy guidelines provided within the Human Resources Policies and Procedures Manual.

ARTICLE 22– SENIORITY

Section 22.1 City seniority according to this Agreement shall consist of the continuous, accumulated paid service of the Employee with the Employer based on the date employed in a classified or regular position. 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 22.2 Classification seniority according to this Agreement shall consist of continuous, accumulated paid service of the Employee within a classification in the IT/IS Unit. 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 22.3 City seniority shall be a factor of consideration in reduction in force and reemployment after lay-off due to reduction in force. City seniority shall be prorated for part-time Employees. The extent to which such seniority shall be a factor is specified in the Personnel Policies and Procedures Manual Sections 129 and 509.

Section 22.4 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 22.5 Classification seniority lists shall 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 22.6 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 fifteen (15) calendar days upon notice of recall from lay-off.
- E. Retirement.
- F. Disability separation.

ARTICLE 23 – CONTRACTING OUT

Section 23.1 The Employer shall notify and consult with the Union fifteen (15) days 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 may result in a layoff or abolishment of filled positions. Notification will follow the procedures listed below unless the notification process must be waived by agreement of the parties due to emergency reasons.

- A. When information is available, the notification shall include the department, division, and Employee classification(s) that may be affected by such contracting, and shall include at least a rough draft of written specifications regarding the work, services and estimated savings (when applicable) that may be affected and covered by such a contract.
- B. The Union will have an additional fifteen (15) days in which to formulate an alternative plan that accomplishes the same (or improved) service and financial result.
- C. Subject to the grievance procedure, Management will ultimately determine if the proposed Union alternatives meet or exceed the same (or improved) service and financial result and management will have the prerogative of choosing to proceed with contracting out or choosing the alternative plan proposed by the Union.

ARTICLE 24 – REDUCTION IN FORCE

Section 24.1 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 24.2 below. Employees eligible for and electing to retire in lieu of layoff off shall not be eligible to receive severance pay.

Section 24.2 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

ARTICLE 25 – MEDICAL AND DENTAL INSURANCE

Section 25.1 Employer agrees to pay 90% of the cost for Employee’s medical insurance and 100% of the cost for Employee’s dental insurance. Bargaining unit members will be afforded the opportunity to voluntarily elect other optional, enhanced insurance plans provided by the City to other City Employees in place of the basic insurance plan. The Employer shall pay the same City premium contribution dollars for an Employee electing the single or family coverage under an enhanced insurance plan as the City provides for an Employee electing single or family coverage under the basic plan. The Employee making an election for coverage under an enhanced plan shall be responsible for the remainder of the premium cost for that enhanced plan.

Section 25.2 Employer agrees to pay 75% of the cost for dependent medical insurance. Employees shall pay 100% of the cost for dependent dental insurance.

Section 25.3 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 26 – HOLIDAYS

Section 26.1 The following days shall be observed as holidays and Employees shall be granted time off with pay 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 ___ for restrictions)

Section 26.2 Holidays are provided as an eight (8) hour benefit for full-time Employees. Employees on an alternate work schedule (shifts in excess of 8 hours) may supplement their

holiday pay with vacation, compensatory time or approved leave without pay. Part-time Employees will receive a prorated holiday benefit based on the percentage of hours worked in a work week if the holiday falls on a regular scheduled work day.

Section 26.3 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 and a holiday falling on Sunday on the following Monday. For Employees whose regular days off are other than Saturday and Sunday, either the workday preceding the holiday or the Employee's next scheduled workday shall be observed as the holiday as determined in advance by the Employee's supervisor based on the staffing needs of the department.
- B. An Employee required to work on a scheduled holiday shall be compensated at one and one-half his/her hourly rate for all regularly scheduled hours worked on the holiday. An Employee required to work beyond his/her regularly scheduled hours on a holiday observed by the City will be compensated at two (2) times his/her straight time rate of pay. An Employee required to work on his/her scheduled holiday and who does not receive an alternate day off shall receive eight (8) hours of holiday pay in addition to the time worked on the holiday.
- C. A holiday falling during a period of paid leave 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/she is scheduled to work, such time shall be charged to leave without pay.
- D. 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 vacation or compensatory leave which has been approved in advance by the Employee's supervisor or sick leave that has been verified by a Dr.'s slip. An Employee on leave without pay or unverified sick leave shall forfeit holiday pay and receive LWOP for the day(s) of absence.
- E. 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 and shall not receive holiday pay.
- F. Floating Holidays
 - 1. Non-probationary Employees may take two (2) floating holidays during the calendar year.

2. 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 hours)

If hired May 1 through August 31 = 1 day (8 hours)

If hired September 1 through December 31 = 0 days

3. Initial hire, probationary Employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.
4. The floating holidays must be scheduled at least twenty-four (24) hours in advance and are subject to approval by the Department Head or designee. Employees shall not be allowed to work on a designated floating holiday. If an Employee is required to work on a scheduled floating holiday due to an emergency or unforeseen circumstance, the Employee shall receive an alternate day off during the same calendar year and will not be eligible for holiday overtime pay on the originally scheduled floating holiday.
5. If a floating holiday 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.

ARTICLE 27 – VACATIONS

Section 27.1 Vacation leave shall begin to accrue to each full-time and part-time 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 Unit Member’s leave account on the last day of the month. Full-time Unit Members shall accrue vacation 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 27.2 The following guidelines for leave accrual shall be used for all part-time Employees. Leave use will be deducted according to the Employee's daily work schedule:

- A. Unit Members working 1-19 hours per week will accrue leave at a rate of 25% of the normal accrual rate for monthly leave accrual and maximum leave accrual.
- B. Unit Members working 20-29 hours per week will accrue leave at a rate of 50% of the normal accrual rate for monthly leave accrual and maximum leave accrual.
- C. Unit Members working 30-39 hours per week will accrue leave at a rate of 75% of the normal accrual rate for monthly leave accrual and maximum leave accrual.

Section 27.3 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 Unit Member 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. During any leave in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Such time shall not be used in computing time-in-grade for SPI or completion of a probationary period. Accruals will commence fourteen (14) days after the Employee returns from the extended absence.

Section 27.4 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 and to ensure the efficient operation of the department.
- C. Normally, an Employee must request to schedule vacation at least five (5) working days in advance and based on departmental procedures. 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. Vacation leave shall not exceed the total amount accrued by an Employee at the time of the scheduled departure.
- D. After six (6) months of service, accrued vacation may be used for 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. Family Medical Leave Act (FMLA) documentation shall serve as appropriate medical verification for using available vacation leave for a sick absence.

- 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 13.
- F. Minimum vacation leave expended shall be one (1) hour. However, Employees are not expected to routinely use vacation in one (1) hour increments.
- G. Upon separation an Employee shall be paid for the unused portion of his/her accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, except as limited by Section H below.
- H. 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.
- I. 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 will be notified of such change at the earliest possible time.

ARTICLE 28 – FUNERAL LEAVE

Section 28.1 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, and the employee's aunt and uncle, 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, sister-in-law, or the employee's aunt or uncle, 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 29 – DEFERRED COMPENSATION


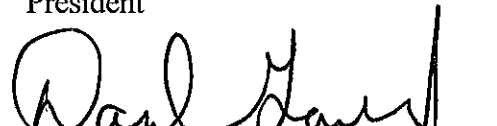
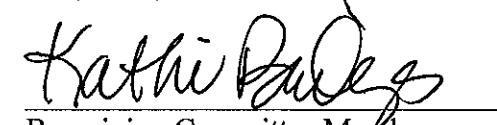
Section 29.1 The City and the Union mutually desire that employees take part in savings opportunities allowed under the IRS 457 Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an employee's financial preparation for retirement, and are especially valuable if an employee participates from the earliest date possible during his/her employment.

Section 29.2 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 29.3 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.




IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the 23rd day of June, 2011.

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

By: 
President

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee:
Michael Rider
Darryl Garland
Ed Beck
John Gregorovic
Kathy Bridges
Jerry Green

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By: 
Mayor
Attest: 
City Clerk **DEPUTY**
Approved: 
Litigation Division Manager



Bargaining Committee:
Jim Twombly
Gerald Bender
Joyce Powell
Blaine Young
Tom Golliver
Rick Lisenbee
Ken Factor

**APPENDIX A-1
INFORMATION TECHNOLOGY (IT) PAY SCHEDULE**

Pay Grade	Minimum Rate													Maximum Rate
	B	C	D	E	F	G	H	I	J	K	L	M	N	
IT-20														
ANNUAL	27,580.38	28,683.60	29,830.94	31,024.18	32,265.14	33,555.75	34,897.98	36,293.90	37,745.65	39,255.48	40,825.70	42,458.73	44,157.08	45,040.22
MONTH	2,298.37	2,390.30	2,485.91	2,585.35	2,688.76	2,796.31	2,908.16	3,024.49	3,145.47	3,271.29	3,402.14	3,538.23	3,679.76	3,753.35
SEMI	1,149.18	1,195.15	1,242.96	1,292.67	1,344.38	1,398.16	1,454.08	1,512.25	1,572.74	1,635.65	1,701.07	1,769.11	1,839.88	1,876.68
H(40)	13.26	13.79	14.34	14.92	15.51	16.13	16.78	17.45	18.15	18.87	19.63	20.41	21.23	21.65
IT-23														
ANNUAL	30,489.37	31,708.94	32,977.30	34,296.39	35,668.25	37,094.98	38,578.78	40,121.93	41,726.81	43,395.88	45,131.72	46,936.98	48,814.46	49,790.75
MONTH	2,540.78	2,642.41	2,748.11	2,858.03	2,972.35	3,091.25	3,214.90	3,343.49	3,477.23	3,616.32	3,760.98	3,911.42	4,067.87	4,149.23
SEMI	1,270.39	1,321.21	1,374.05	1,429.02	1,486.18	1,545.62	1,607.45	1,671.75	1,738.62	1,808.16	1,880.49	1,955.71	2,033.94	2,074.61
H(40)	14.66	15.24	15.85	16.49	17.15	17.83	18.55	19.29	20.06	20.86	21.70	22.57	23.47	23.94
IT-28														
ANNUAL	35,261.81	36,672.28	38,139.17	39,664.74	41,251.33	42,901.38	44,617.44	46,402.14	48,258.22	50,188.55	52,196.09	54,283.94	56,455.29	57,584.40
MONTH	2,938.48	3,056.02	3,178.26	3,305.40	3,437.61	3,575.12	3,718.12	3,866.84	4,021.52	4,182.38	4,349.67	4,523.66	4,704.61	4,798.70
SEMI	1,469.24	1,528.01	1,589.13	1,652.70	1,718.81	1,787.56	1,859.06	1,933.42	2,010.76	2,091.19	2,174.84	2,261.83	2,352.30	2,399.35
H(40)	16.95	17.63	18.34	19.07	19.83	20.63	21.45	22.31	23.20	24.13	25.09	26.10	27.14	27.68
IT-32														
ANNUAL	39,761.99	41,352.47	43,006.57	44,726.83	46,515.90	48,376.54	50,311.60	52,324.07	54,417.03	56,593.71	58,857.46	61,211.76	63,660.23	64,933.43
MONTH	3,313.50	3,446.04	3,583.88	3,727.24	3,876.33	4,031.38	4,192.63	4,360.34	4,534.75	4,716.14	4,904.79	5,100.98	5,305.02	5,411.12
SEMI	1,656.75	1,723.02	1,791.94	1,863.62	1,938.16	2,015.69	2,096.32	2,180.17	2,267.38	2,358.07	2,452.39	2,550.49	2,652.51	2,705.56
H(40)	19.12	19.88	20.68	21.50	22.36	23.26	24.19	25.16	26.16	27.21	28.30	29.43	30.61	31.22
IT-36														
ANNUAL	44,090.13	45,853.74	47,687.88	49,595.40	51,579.22	53,642.38	55,788.08	58,019.60	60,340.39	62,754.00	65,264.16	67,874.73	70,589.72	72,001.51
MONTH	3,674.18	3,821.14	3,973.99	4,132.95	4,298.27	4,470.20	4,649.01	4,834.97	5,028.37	5,229.50	5,438.68	5,656.23	5,882.48	6,000.13
SEMI	1,837.09	1,910.57	1,987.00	2,066.47	2,149.13	2,235.10	2,324.50	2,417.48	2,514.18	2,614.75	2,719.34	2,828.11	2,941.24	3,000.06
H(40)	21.2	22.05	22.93	23.84	24.80	25.79	26.82	27.89	29.01	30.17	31.38	32.63	33.94	34.62
IT-40														
ANNUAL	49,493.85	51,473.60	53,532.55	55,673.85	57,900.80	60,216.84	62,625.51	65,130.53	67,735.75	70,445.18	73,262.99	76,193.51	79,241.25	80,826.07
MONTH	4,124.49	4,289.47	4,461.05	4,639.49	4,825.07	5,018.07	5,218.79	5,427.54	5,644.65	5,870.43	6,105.25	6,349.46	6,603.44	6,735.51
SEMI	2,062.24	2,144.73	2,230.52	2,319.74	2,412.53	2,509.03	2,609.40	2,713.77	2,822.32	2,935.22	3,052.62	3,174.73	3,301.72	3,367.75
H(40)	23.8	24.75	25.74	26.77	27.84	28.95	30.11	31.31	32.57	33.87	35.22	36.63	38.10	38.86

**APPENDIX A-2
INFORMATION SYSTEMS (IS) PAY SCHEDULE**

<u>Pay Grade</u>	<u>Minimum Rate</u>													<u>Maximum Rate</u>
	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
IS-23														
ANNUAL	32,560.21	33,862.61	35,217.12	36,625.80	38,090.84	39,614.47	41,199.05	42,847.01	44,560.89	46,343.33	48,197.06	50,124.94	52,129.94	53,172.54
MONTH	2,713.35	2,821.88	2,934.76	3,052.15	3,174.24	3,301.21	3,433.25	3,570.58	3,713.41	3,861.94	4,016.42	4,177.08	4,344.16	4,431.04
SEMI	1,356.68	1,410.94	1,467.38	1,526.08	1,587.12	1,650.60	1,716.63	1,785.29	1,856.70	1,930.97	2,008.21	2,088.54	2,172.08	2,215.52
IS-28														
ANNUAL	35,878.74	37,313.89	38,806.45	40,358.70	41,973.05	43,651.98	45,398.05	47,213.98	49,102.54	51,066.64	53,109.30	55,233.67	57,443.02	58,591.88
MONTH	2,989.90	3,109.49	3,233.87	3,363.23	3,497.75	3,637.66	3,783.17	3,934.50	4,091.88	4,255.55	4,425.78	4,602.81	4,786.92	4,882.66
SEMI	1,494.95	1,554.75	1,616.94	1,681.61	1,748.88	1,818.83	1,891.59	1,967.25	2,045.94	2,127.78	2,212.89	2,301.40	2,393.46	2,441.33
IS-32														
ANNUAL	39,761.99	41,352.47	43,006.57	44,726.83	46,515.90	48,376.54	50,311.60	52,324.06	54,417.03	56,593.71	58,857.45	61,211.75	63,660.22	64,933.43
MONTH	3,313.50	3,446.04	3,583.88	3,727.24	3,876.33	4,031.38	4,192.63	4,360.34	4,534.75	4,716.14	4,904.79	5,100.98	5,305.02	5,411.12
SEMI	1,656.75	1,723.02	1,791.94	1,863.62	1,938.16	2,015.69	2,096.32	2,180.17	2,267.38	2,358.07	2,452.39	2,550.49	2,652.51	2,705.56
IS-36														
ANNUAL	44,090.13	45,853.74	47,687.89	49,595.40	51,579.22	53,642.39	55,788.09	58,019.61	60,340.39	62,754.01	65,264.17	67,874.74	70,589.73	72,001.52
MONTH	3,674.18	3,821.14	3,973.99	4,132.95	4,298.27	4,470.20	4,649.01	4,834.97	5,028.37	5,229.50	5,438.68	5,656.23	5,882.48	6,000.13
SEMI	1,837.09	1,910.57	1,987.00	2,066.48	2,149.13	2,235.10	2,324.50	2,417.48	2,514.18	2,614.75	2,719.34	2,828.11	2,941.24	3,000.06
IS-40														
ANNUAL	49,493.85	51,473.60	53,532.55	55,673.85	57,900.80	60,216.84	62,625.51	65,130.53	67,735.75	70,445.18	73,262.99	76,193.51	79,241.25	80,826.07
MONTH	4,124.49	4,289.47	4,461.05	4,639.49	4,825.07	5,018.07	5,218.79	5,427.54	5,644.65	5,870.43	6,105.25	6,349.46	6,603.44	6,735.51
SEMI	2,062.24	2,144.73	2,230.52	2,319.74	2,412.53	2,509.03	2,609.40	2,713.77	2,822.32	2,935.22	3,052.62	3,174.73	3,301.72	3,367.75
IS-44														
ANNUAL	54,685.11	56,872.52	59,147.42	61,513.32	63,973.85	66,532.80	69,194.11	71,961.88	74,840.35	77,833.97	80,947.33	84,185.22	87,552.63	89,303.68
MONTH	4,557.09	4,739.38	4,928.95	5,126.11	5,331.15	5,544.40	5,766.18	5,996.82	6,236.70	6,486.16	6,745.61	7,015.43	7,296.05	7,441.97
SEMI	2,278.55	2,369.69	2,464.48	2,563.05	2,665.58	2,772.20	2,883.09	2,998.41	3,118.35	3,243.08	3,372.81	3,507.72	3,648.03	3,720.99
IS-48														
ANNUAL	65,031.00	67,632.24	70,337.53	73,151.03	76,077.07	79,120.16	82,284.96	85,576.36	88,999.42	92,559.39	96,261.77	100,112.24	104,116.73	106,199.06
MONTH	5,419.25	5,636.02	5,861.46	6,095.92	6,339.76	6,593.35	6,857.08	7,131.36	7,416.62	7,713.28	8,021.81	8,342.69	8,676.39	8,849.92
SEMI	2,709.63	2,818.01	2,930.73	3,047.96	3,169.88	3,296.67	3,428.54	3,565.68	3,708.31	3,856.64	4,010.91	4,171.34	4,338.20	4,424.96
IS-52														
ANNUAL	70,916.32	73,752.97	76,703.09	79,771.22	82,962.06	86,280.55	89,731.77	93,321.04	97,053.88	100,936.04	104,973.48	109,172.42	113,539.31	115,810.10
MONTH	5,909.69	6,146.08	6,391.92	6,647.60	6,913.51	7,190.05	7,477.65	7,776.75	8,087.82	8,411.34	8,747.79	9,097.70	9,461.61	9,650.84
SEMI	2,954.85	3,073.04	3,195.96	3,323.80	3,456.75	3,595.02	3,738.82	3,888.38	4,043.91	4,205.67	4,373.89	4,548.85	4,730.80	4,825.42
IS-56														
ANNUAL	77,204.19	80,292.36	83,504.05	86,844.22	90,317.98	93,930.70	97,687.93	101,595.45	105,659.27	109,885.64	114,281.06	118,852.31	123,606.40	126,078.53
MONTH	6,433.68	6,691.03	6,958.67	7,237.02	7,526.50	7,827.56	8,140.66	8,466.29	8,804.94	9,157.14	9,523.42	9,904.36	10,300.53	10,506.54
SEMI	3,216.84	3,345.51	3,479.34	3,618.51	3,763.25	3,913.78	4,070.33	4,233.14	4,402.47	4,578.57	4,761.71	4,952.18	5,150.27	5,253.27

APPENDIX B – 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.

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

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 Personnel Policy and Procedures Manual regarding political activity (see Section 801, Political Activities).
- R-39 Violation of any provision of the Personnel Policy and Procedures 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.

APPENDIX C
CONTRACT GRIEVANCE FORM

Issue: _____

For matters not involving suspension, demotion, dismissal or promotional issues between

AFSCME Local 1180 and City of Tulsa

Employee's Name:

Classification:

Department:

Section:

Supervisor:

Date of Incident:

Member became aware:

Grievance Procedure

Refer to Article 15 of the Collective Bargaining Agreement between the City of Tulsa and AFSCME Local 1180 for specific procedural steps and time frames for matters not involving suspension, demotion, dismissal or promotion.

Contract provisions violated:

Facts pertaining to grievance:

Requested Remedy:

Procedural Steps	Date Presented	Presented To:	Response Date
Step 1 Oral Grievance			
Step 2 Written grievance to Department Head or Designee			
Step 3 Written grievance with attached 2 nd step response presented in person to HR Director's designee (OTC-5)			
Step 4 Written request for arbitration List Strike			
Step 5 Arbitration date			

Grievant's signature: _____

AFSCME Grievance Committee signature: _____

AFSCME President's or Designee's Signature: _____

Notes/Disposition of Case:

APPENDIX D
UNION STEWARD LOCATIONS

<u>Location</u>	<u>Number of Stewards</u>
1. Electronics Maintenance Facility/Emergency Communications/Airport	1
2. One Technology Center	2