

**AGREEMENT BETWEEN THE**

**CITY OF TULSA**

**AND THE**

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

**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”), 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.

Appendices to this Agreement are:

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

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

Appendix B – Work Rules for Personal Conduct

Appendix C – Contract Grievance Form

Appendix D – Steward List

## **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 Office Technical (OT) and Administrative Technical (AT) 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 “OT/AT Unit” will specifically refer to the Office Technical/Administrative Technical 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 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.

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 2.1** AFSCME Local 1180 recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with all applicable laws and with its responsibilities; Employer retains all other rights in accordance with the Constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Tulsa and the ordinances and regulations promulgated thereunder, and the Human Resources Policies and Procedures Manual, and the powers of authority which Employer has not officially abridged, delegated, granted or modified by the Agreement are retained by Employer; and all rights, powers, and authority Employer had prior to the signing of this Agreement are retained by Employer and remain exclusively without limitation within the rights of Employer. Such rights include, but are not limited to, the rights outlined below.

- (1) To direct the work of municipal employees including all Employees to include:
  - (a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;
  - (b) assigning and determining working hours, including overtime, and allocating and assigning work or duties to employees of the City;
  - (c) managing and directing the employees of the City of Tulsa, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer, furlough, or lay off, or to discharge, suspend, demote or discipline any City employee, whether probationary or non-probationary;
  - (d) determining the table of organization of the City of Tulsa, including the right to organize and reorganize, to determine job classifications and

ranks, to determine the number of employees to be employed, to determine staffing of shifts and departments, and to determine the standards of performance of employees;

- (e) determining the safety, health and property protection measures for the City of Tulsa;
  - (f) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;
  - (g) determining the methods, means, tools, procedures, location and personnel by which the operations of the various departments of the City are to be conducted, including the right to contract existing and future work;
  - (h) introducing new, improved, or different methods and techniques of operation for the various departments, or change or eliminate existing methods and techniques;
  - (i) maintaining the efficiency of operation of the City of Tulsa;
  - (j) determining the amount of supervision necessary; and,
  - (k) determining and controlling City budgets.
- (2) To determine the qualifications for employment and the nature and content of personal examinations; and,
- (3) To take actions as may be necessary to carry out the City's mission in emergencies.

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

**Section 4.3** The City agrees to provide time off for five (5) Employees to act as the negotiating team for the OT/AT Unit. Negotiating team members shall be selected from different sections within the City. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives of the City and shall be compensated for such time so engaged during the Employee's regularly scheduled working hours.

**Section 4.4** Once a tentative collective bargaining agreement has been reached, the Union shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the Union's bargaining agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues may be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute resolution, the Union's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

**Section 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 by in the arbitration. The Party requesting arbitration shall present their case to the arbitrator first. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The arbitrator shall issue written finding and recommendations with respect to all issues presented. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

**Section 4.6** An agreement of the parties, or an arbitrator's award resulting from Section 4.4 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.

**Section 4.7**

(a) For fiscal year 2009-2010 if the City voluntarily offers either of the wage increases specified in (a)(1) or (a)(2) and as further defined in (b) below to all the employees of any other bargaining unit in the City, then the City will offer the same increase as applicable to eligible employees in the bargaining unit covered by this Agreement for FY 2009-2010:

(1) An "SPI" increase, which is defined as a satisfactory performance increase. For example, if the City voluntarily offers and funds an SPI to another bargaining unit under the terms of the other bargaining unit's collective bargaining agreement, then the City would offer an "SPI" (as defined in this section) for fiscal year 2009-2010 to all eligible employees of this bargaining unit under the terms of the collective bargaining agreement applicable to this bargaining unit. The parties recognize that the percentages for SPIs and other terms regarding SPIs may differ under the different collective bargaining agreements covering different bargaining units in the City. The parties agree that the only SPI that employees in this bargaining unit could receive under this section is an SPI under the terms of this Agreement.

(2) An "across-the-board" increase, which is defined as one set percentage increase that is the same to all employees of a bargaining unit. For example, if the City voluntarily offers and funds all the employees of another bargaining unit an across-the-board increase of 1%, then the City would offer the employees in this bargaining unit a 1% across-the-board increase for FY 2009-2010.

(b) The parties agree that the terms "SPI" and "across-the-board" do not include any type of wage increase other than those specifically defined in subsections (a)(1) and (a)(2), respectively, of this section. The parties agree that the terms "SPI"

and “across-the-board” specifically exclude any and all other types of wage increases, such as, without limitation, any of the following: a wage adjustment for an individual employee; a wage adjustment based on a promotion; a wage adjustment based on a position reclassification; a wage adjustment based on a progression; a wage adjustment to any employee with an individual contract; a wage adjustment made to any group of employees that is not an entire bargaining unit; any wage adjustment that is not voluntarily offered by the City; any adjustment made under a High Performance Government Initiative as adopted by the Mayor; any wage adjustment made via a departmental reorganization; any wage adjustment awarded via interest arbitration or an election on last best offers; any wage adjustment awarded via grievance arbitration; or any wage adjustment made via another unit “buying” an SPI or other increase by giving up another benefit or benefits, or otherwise funding it within the existing departmental budget.

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

**Section 4.8** The Collective Bargaining Policy, Section 810 of the Human Resources Policy and Procedure Manual, is applicable to the OT/AT Unit.

## **ARTICLE 5 - EFFECT ON PRIOR AGREEMENTS**

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

## **ARTICLE 6 - NONDISCRIMINATION**

**Section 6.1** The Employer and the Union jointly agree that there shall be no discrimination against any employee in any manner which would violate any applicable laws or because of race, 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 Union membership or non-membership or for exercising any rights under this Agreement.

This shall include, but not be exclusive of, filing of grievances or participating in investigations, organizing, negotiating, or otherwise supporting the Union.

**Section 6.3** Employer and Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity. The parties agree that the Union shall have a representative on the City's Affirmative Action/Equal Employment Opportunity Committee that is established to review the employment practices of the City and, if deficiencies are found, to recommend and support the implementation of appropriate corrective actions related to those deficiencies.

**Section 6.4** All grievances regarding discrimination under this article shall be filed under the rules outlined in Section 104 of the Human Resources Policies and Procedures Manual.

**Section 6.5** The City and Union acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that Work Rule R-29 is set forth to preclude any employees from threatening, intimidating, harassing, coercing or interfering with other employees on the job. The Union and the City agree no action in violation of Work Rule R-29 shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected group discrimination, shall be administered through Article 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. One-half of the monthly deduction shall be made from each paycheck each month and the dues received will normally be delivered to the Treasurer of Local No. 1180 not later than ten (10) days after the deduction.

**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 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 or designee 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** 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.

**Section 7.5** Except as provided in Section 1.4, there shall be no solicitation of Union dues during regular working hours by members or representatives of the Union, nor solicitation of employees for membership in the Union during working hours, nor solicitation of Union members to discontinue membership in the Union during working hours.

## **ARTICLE 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 or Civil Service Procedures as applicable.

**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 OT/AT Unit, not to exceed five (5) in number and from different departments, and representatives of the Employer will meet at least four times annually 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 Employees. Each party will prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. Productivity and efficiency may be included in the topics of discussion.

**Section 9.2** Meetings will be scheduled during working hours on the Employer's premises. Time spent by the OT/AT Unit representatives at the Labor-Management meeting shall be considered time worked for compensation purposes.

**ARTICLE 10 - UNION STEWARDS, GRIEVANCE COMMITTEE, AND  
BULLETIN BOARDS**

**Section 10.1** Employees within the OT/AT Unit shall be represented by Stewards in areas of the City employment 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 OT/AT Unit and their work locations. No more than eighteen (18) Employees shall be designated as Union Stewards to serve in the combined areas set forth in Appendix D. No more than three (3) stewards shall be designated as Chief Stewards of the OT/AT Unit. Chief Stewards shall each be selected from different departments with the exception of the Streets and Storm Water and Water and Sewer Departments. Under no circumstances can two (2) Stewards report to the same direct supervisor. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

**Section 10.2** Before investigating or engaging in any activity relating to OT/AT 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. Each 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 10.3** All Union business shall be conducted at a time and location to cause the least possible interference with the work assignments of Stewards and/or other Employees.

**Section 10.4** The Grievance Committee for the Union shall be composed of the Executive Board and the Chief Steward(s). The Executive Board and Chief Steward(s) of the OT/AT Unit shall request authorization from their supervisors prior to attending a Human Resources Director or designee's grievance meeting and shall receive their regular compensation for such time spent during regularly scheduled working hours in accordance with the provisions of this Agreement. The Union President and no more than two (2) officers or Chief Stewards or regular stewards, chosen by the Union President, shall attend such a meeting unless otherwise agreed by both parties.

**Section 10.5** The City agrees to allow bulletin boards for the exclusive use of Local No. 1180 for the posting of AFSCME Local 1180 informational notices in OT/AT Unit members work locations. Such boards shall be provided by AFSCME Local 1180 when necessary and of reasonable size and material, subject to approval by City management, and designated AFSCME 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 AFSCME

Local 1180 notices shall contain no City political, libelous, vulgar, or inflammatory matter. The boards shall be used only for the following notices:

- A. Recreational and social affairs of AFSCME Local 1180.
- B. AFSCME Local 1180 meetings.
- C. AFSCME Local 1180 elections.
- D. Reports of AFSCME Local 1180 committees.
- E. Ruling or policies of AFSCME Local 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 an AFSCME Local 1180 representative aware of any such removal of materials. If the AFSCME Local 1180 disagrees with such removal, there shall be an informal meeting with the Department Manager or designee to seek resolution. If resolution is not reached, the Union may utilize the grievance procedure outlined in Article 15.

**Section 10.7** Only designated bulletin boards shall be used for posting AFSCME Local 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.

**Section 11.2** Management shall provide the Union and the Human Resources Director or designee with a copy of all written personnel policies, safety policies or non-operational work rule changes affecting employees within any work area as soon as reasonably possible. Such issues shall be presented at least thirty (30) days prior to implementation in order to provide the Union or the Human Resources Director or designee an opportunity to provide feedback.

## ARTICLE 12 - UNION BUSINESS

**Section 12.1** The duly elected President and Vice President of Local No. 1180 of the American Federation of State, County and Municipal Employees work groups may be from any of the AFSCME Units and shall preside over all bargaining groups of AFSCME.

**Section 12.2** In lieu of exercising the option provided for under Section 12.5, the duly elected Union President of Local No. 1180 shall be allowed a maximum of eight (8) hours per week with pay to conduct Union business. This eight (8) hour per week availability shall also apply to the Vice-President, in addition to other hours allocated, if it is clearly necessary for him/her to assume the duties of the President due to absence of the President for periods in excess of four (4) consecutive workdays and upon proper forty-eight (48) hour pre-notification to Employer in writing. The parties agree Section 12.5 is inapplicable to the Vice-President in such instance. The Union President may use these eight (8) hours to conduct grievance investigations or any other Union related activities.

**Section 12.3** In view of Section 2 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the Union President shall be factors considered by the City in making such a shift assignment decision.

**Section 12.4** The City agrees to provide a maximum of six (6) hours time off with pay per week for the duly elected Vice President of Local 1180 to attend to the duties of that office. It is understood that these six (6) hours shall not be affected (increased) by the Vice-President's participation as a steward, grievance committee member or any other role which would normally include specified time off. The City agrees to provide a maximum of four (4) hours time off with pay per week for the duly elected Secretary Treasurer and four (4) hours time off with pay per week for the duly elected Recording Secretary of Local 1180 to attend to the duties of those offices, provided that the Secretary Treasurer, Recording Secretary, and any Chief Steward are from separate work units. All hours worked (per this Section) conducting Union business during the Employee's normal work schedule shall count as regular hours worked for the purposes of calculating overtime.

**Section 12.5** The duly elected President of Local No. 1180 of the American Federation of State, County and Municipal Employees shall be granted an option (and at his/her discretion) to be placed within an administrative Employee/Labor Relations capacity reporting to the Human Resources Director in lieu of Section 12.2 above and subject to the following conditions:

- A. The President shall receive reasonable assignments and work completion timeframes involving special assigned projects related to Employee/labor relations studies, surveys or other Employee issues as determined and directed by the Human Resources Director and for the purposes of ensuring the effective and efficient use of personnel within the bargaining unit and/or other work areas of the City of Tulsa as it may affect the bargaining unit.

- B. The President shall work within a forty (40) hour schedule as a non-exempt Employee, requesting and reporting leave per the standard Human Resources methodologies through the Human Resources Director and the department's payroll clerk. The President shall be subject to the provisions of the Agreement that is applicable for his/her pay designator at the time of election. The President shall be allowed to determine specific flex hours as reasonable and necessary to conduct Union business. The parties agree and understand that neither City projects nor Union business shall result in any additional overtime costs to the City of Tulsa. Payment or consideration of additional hours determined necessary by the Union, if any, shall be the responsibility of the Union. The President shall also be considered a regular City Employee with regard to other normal employment rights, obligations and standards, as would apply to other City Employees. Office space for the President shall continue to be provided by and be an obligation of the Union.
- C. The President shall be allowed to perform Union business in an unimpeded manner and to set work priorities and time schedules that will reasonably enable him/her to fully perform the necessary duties of the office of AFSCME President as well as perform special assigned projects.
- D. The President's pay obligation from the City of Tulsa shall be set based on the wage level that would have been normally expected based on his/her City position and wage level prior to his/her becoming Union President. The Union may establish a higher salary level for the Union President, but shall be obligated to pay a specific amount of money on a monthly basis to the City to cover the additional salary, FICA and City pension payment costs above and beyond the costs the City would incur by providing the normal wage based salary to the President.
- E. The President's prior position and leave accruals, if any, will be transferred from his/her old department and assigned and held within the Human Resources Department during the term of the presidency, with an understanding the position, remaining leave accruals and the President will return to the originating department upon termination of his/her term in office or employment with the City of Tulsa. During this leave of absence from his/her prior department, the President shall be considered to retain all seniority rights and accrual of said seniority, as well as all other benefit and pension service credits, including normal paid leaves.
- F. The President shall be ineligible for promotional consideration unless he/she agrees to forfeit the presidency at the time of any such job offer. In any such case, the President must resign from the presidency and assume the new position within thirty (30) calendar days, with an understanding that he/she will be ineligible to return to the position of Union President or Vice President for at least a two year timeframe.

- G. The City shall provide the President with all benefit options and shall pay the City's portion of all benefit costs as would apply to other AFSCME bargaining unit Employees, except as specifically noted with regard to any Union determined additional salary (if any), as well as the related additional FICA and MERP contributions within this Section.
- H. The parties agree that the President's term in office shall not be less than a two (2) year period in order to utilize the option provided within this Section. In the event that the President has been granted a two (2) year leave of absence in accordance with this Article and becomes permanently incapacitated or resigns at least three months prior to the end of his/her term as President, the Vice President of Local No. 1180 may have the option of completing the President's remaining leave of absence subject to the approval of the Union and the provisions of this Section.

### **Section 12.6**

- A. The City agrees to provide time off with pay for a period not to exceed five (5) working days for one (1) representative from each of the AFSCME Local 1180 units in addition to the President to attend the AFSCME National Convention of AFSCME held once every two (2) years.
- B. The City agrees to provide time off with pay for a period not to exceed three (3) working days for one (1) representative from each of the AFSCME Local 1180 units in addition to the President to attend the State AFL-CIO Convention held annually.
- C. The Union will notify the City at least one week prior to the State and National Convention which employees will attend.

## **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. 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 Appendix B 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 the supervisor. Counseling is not considered discipline and is not subject to the Grievance Procedure. A written Employee Counseling Record may be completed to document such counseling with a copy provided to the Employee. The Employee may provide a written response, which shall be retained with the written Employee Counseling Record. It is understood informal counseling sessions occur from time to time which may not be documented in any manner. Employee Counseling Records shall not be placed in the employee's official Human Resources Department file.

**Section 13.5** Employees shall be given the opportunity to have a Union Steward or representative, chosen by the Employee, present in any disciplinary hearing. Employees shall be notified in writing of any pre-action or pre-termination hearing at least two (2) working days prior to such hearing. The written notification of hearings shall include: 1) general information concerning the alleged offense(s), 2) the work rule(s) violated (if any), 3) the policy or procedure(s) violated (if any), 4) the time, date and place of hearing, and 5) the right to have a Union Steward or representative at the hearing.

**Section 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 except in the Streets and Storm Water Department and the Water and Sewer Department which shall require a certified hearing officer from outside the work division. An Employee must be afforded an opportunity to hear and discuss the charges and major supporting evidence against him/her prior to any decision being made. Upon conclusion of a disciplinary hearing, the Union Steward or

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

**Section 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.

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

## **ARTICLE 14 - CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL APPEALS**

**Section 14.1** All Civil Service Commission related appeals and grievances by bargaining unit members shall be processed through the Union office. The administration of Civil Service Commission related grievances and appeals shall normally be handled by the Human Resources Director or designee or Personnel Director as set forth in the City Charter. An Employee's written grievance or any appeal request notice shall include an Employee's specific objection(s) to the original action.

**Section 14.2** Discipline involving only suspensions, demotions and dismissals may be appealed to the Civil Service Commission and shall be made solely for good and sufficient cause. Non-probationary Employees shall be afforded an opportunity to hear and discuss charges and evidence prior to any such disciplinary actions. Non-probationary Employees who are suspended, demoted or dismissed shall be provided written notice of the disciplinary action as provided in Article 13. A copy of the notice shall also be filed concurrently with the Human Resources Department.

**Section 14.3** A non-probationary Employee may file a written request for a Civil Service Commission hearing of any suspension, demotion or dismissal with the Personnel Director or designee within ten (10) calendar days from receipt of the department's disciplinary notification. The Employee and Union may instead elect to process a suspension, demotion or dismissal through the Article 15 grievance process. A Civil Service Commission appeal shall be considered a waiver of any rights for an Article 15 arbitration appeal. An Article 15 arbitration appeal shall be considered a waiver of any rights for a Civil Service Commission appeal.

**Section 14.4** If a non-probationary Employee files a written request for a Civil Service Commission hearing of discipline as set forth in .3 above, the Civil Service Commission hearing shall be held within the time frame established and/or set forth based upon the City Charter, (currently sixty (60) days) after the filing of the initial Employee request with the Personnel Director or designee. The Human Resources Director or designee shall investigate, review, and/or hold a preliminary hearing to determine whether to modify the department's action. A written statement of the Human Resources Director or designee's recommendation shall be provided to the employee and to the Civil Service Commission at least five (5) working days prior to the Civil Service Commission hearing. The non-probationary Employee may accept the recommendation or continue his/her appeal to the Civil Service Commission.

**Section 14.5** If a non-probationary Employee appears as a grievant or any Employee appears as a witness at a Civil Service meeting, he/she shall be allowed to appear on City time at no loss of pay as long as his/her attendance is required. Only three (3) material witnesses (including the grievant) may appear at the hearing unless the Civil Service Commission provides advance approval of more than three (3) material witnesses. If such hearing continues after the conclusion of the Employee's regularly scheduled work hours, the Employee shall be paid on an overtime basis until the conclusion of his/her testimony or

until the Employee's presence is no longer required for testimony. At the time an Employee files a written request for a Civil Service Commission hearing, he/she shall also submit a witness list to the designated hearing officer and to his/her department Section Head. An Employee who is required to attend a Civil Service Commission meeting during paid work hours as a witness must have knowledge and be involved with testimony relevant to the case at point.

**Section 14.6** The burden of proof shall be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action shall be affirmed by the Civil Service Commission unless sustained by a preponderance of the evidence.

**Section 14.7** A grievance involving a promotional matter shall be handled as follows:

- A. If the Employee's grievance involves promotional non-certification or non-selection, the Employee must initiate a grievance by submission of the grievance in writing to the Personnel Director or designee within fifteen (15) calendar days of receipt of the written notification of non-certification or non-selection. Within ten (10) working days after receipt of the grievance, the Personnel Director or designee shall conduct a hearing which shall include the designated representatives of the Grievance Committee of the Local and the Employee for purposes of gathering facts relating to the case. The Employee and one material witness may be present at the hearing without loss of pay. Within ten (10) working days after the hearing, the Personnel Director or designee shall submit to the Union and the Employee the City's response to the grievance.
- B. If an Employee decides that his/her promotional grievance has not been resolved by the investigation and response to the grievance by the Personnel Director or designee, the Employee may file a written request for a Civil Service Commission hearing of the issue within fifteen (15) calendar days from the receipt of the City's written response. Within ten (10) working days from receipt of the Employee's written request for such hearing, the Personnel Director or designee shall provide to the Civil Service Commission Secretary, the Union and the Employee a "Civil Service Commission recommended resolution" relating to the grievance. The recommended grievance resolution shall include the date, time and location of the meeting when the matter will be submitted to the Civil Service Commission.

**Section 14.8** The Civil Service Commission hearing may result in approval, denial or modification of the department's action and/or the Human Resources Director or designee's recommendation, or the Personnel Director's decision. Time limits set forth within this Article may be extended by mutual consent of the parties except for those time frames set forth and required under the City Charter.

## **ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 15.1** The Union or any member of the bargaining unit may file a grievance concerning the meaning, application, and/or interpretation of the specific articles of this Agreement and the application of any work rules or regulations affecting the members of the bargaining unit with the exception that probationary Employees shall have no right to grieve disciplinary issues under this article. The grievance procedure set forth in this Article shall apply to all disciplinary or work rule issues except those issues involving: (A) suspension, demotion or dismissal appeals which are determined by the employee and/or Union as issues to be processed under Article 14 Civil Service disciplinary appeals (rather than through arbitration processes); or (B) grievances involving promotional matters which shall only be processed per Article 11 provisions.

**Section 15.2** Normally, except and unless specifically provided differently within particular sections of Article 14 or Article 15, no matter shall be entertained as a grievance hereunder unless it is raised as such within fifteen (15) calendar days after the occurrence of the event or after the Employee becomes aware or reasonably should have been aware of the event giving rise to the grievance.

**Section 15.3** In the instance of an Employee's grievance involving non-approval of Injury Leave arising from a decision of the Claims Administrator, any such issue shall be entered at the third step of the grievance procedure within ten (10) working days of receipt of the notification of non-approval of Injury Leave benefits from the Claims Administrator.

**Section 15.4** Normally all grievances, other than as set forth in Sections 15.1 and 15.3, shall be processed in accordance with the following steps:

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

**Step 2.** If the grievance is not settled in Step One (1), the grieving Employee shall contact a Union representative and the grievance shall be reduced to writing 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, and the Article or Articles of the Agreement alleged to be in violation. All Step 2 grievances shall be filed through the Union and the Union shall have the final authority to determine whether or not a grievance shall proceed. Upon approval of the Grievance Review Committee, the written grievance will be submitted to the grieving Employee's department head within ten (10) working days after receipt of the supervisor's oral answer in Step One (1). The department head may

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

**Step 3.** Within ten (10) working days after receipt of the grievance, the Human Resources Director or his/her designee and the supervisory representative of the department in which the grievance was initiated shall meet with designated representatives of the Grievance Committee of the Local Union (per Section 10.4) in an attempt to resolve the grievance. A grieved Employee and one (1) material witness requested by the Union may be present at such a meeting at the discretion of the witness without loss of regular pay. Within ten (10) working days after the hearing, the Human Resources Director or his/her designee will submit to the Union the City's answer to the grievance.

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

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

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

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

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

**Section 15.5** All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the Union fails to follow specified grievance filing time constraints, the Union and or grievant forfeits grievance rights. If the City fails to respond within specified time constraints, the lack of response shall be considered a denial of the grievance at that particular step.

## **ARTICLE 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. A first refusal to sign shall result in a written employee counseling. Any subsequent refusal shall result in a disciplinary action review.

**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.

**Section 16.5** Any Employee covered by this Agreement, or union representative with written signed authorization from the Employee, shall have the right to examine the contents of his/her personnel file in the respective department or Human Resources Department.

**Section 16.6** Following implementation of the FY 2011-2012 collective bargaining agreement and prior to July 1, 2012, the parties agree to jointly review the Performance Evaluation system for the purpose of mutually identifying and determining issues or concerns with the current evaluation system.

## **ARTICLE 17 – HEALTH AND SAFETY**

**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 Human Resources 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** Representatives of the Union, not to exceed five (5) in number and from different departments, and representatives of the Employer shall meet at least two (2) times prior to June 30<sup>th</sup> to discuss safety issues specific to the OT and AT Employees. Discussion may include the establishment of safety training modules designed specifically for OT and AT Employees.

## **ARTICLE 18 – RETIREMENT**

**Section 18.1** In the event that the Board of Trustees of the Municipal Employees Pension System establishes a committee to study potential changes or improvement to the retirement program, such committee shall include two (2) AFSCME Local 1180 employees who shall represent all bargaining groups of Local 1180. The City shall forward a copy of the final minutes to the Union.

**Section 18.2** The attendance at such meetings of the committee shall be without loss of pay for those employees.

## **ARTICLE 19 – WAGES AND PERFORMANCE INCREASES**

### **Section 19.1**

- A. For fiscal year 2011-2012 the pay chart shown as Appendix A-1 shall be effective for Office Technical (OT) Employees and the pay chart shown as Appendix A-2 shall be effective for Administrative Technical (AT) Employees. Employees shall be placed within the Appendix A-1 or A-2 pay chart, as appropriate, within the same pay grade that he/she had on June 30, 2011.
- B. A Satisfactory Performance Increase (SPI) is an annual increase in pay involving movement from one pay step to the next pay step within the same grade level and requiring at least a proficient performance rating to become eligible. Individuals rated inadequate are ineligible for an SPI. Funding and implementation of future SPI's, if any, shall be determined through negotiation and budgetary processes, and shall be effective in January of each year if negotiated and budgeted for that fiscal year.
- 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. If an Employee is to change positions and/or grade levels effective July 1, 2011 or January 1, 2012, such changes shall be effected after the Employee's placement on the pay schedule as described above. An Employee may not exceed the highest step within his/her pay grade.

**Section 19.2** Surveys

- A. The parties agree certain surveys to compare relative wage rates, longevity type payment, and internal equity grade level determinations for bargaining unit employees with those in local industry and towns within the Tulsa area and in cities of comparable size shall be conducted at least every two years. The parties agree that the comparable cities to be included in this market survey are Austin, Texas; Fort Worth, Texas; Kansas City, Missouri; Tucson, Arizona; Nashville, Tennessee; Omaha, Nebraska; St. Louis, Missouri; Oklahoma City, Oklahoma; Wichita, Kansas; and Dallas, Texas. The survey will utilize certain benchmark positions to be identified each year to assist in comparing relative wage rates, and internal equity determinations.
- B. The parties agree this survey provision shall not be prospectively applied so as to mechanically dictate a particular wage or grade level for any position. Other factors to be considered include but are not limited to information regarding minimum and maximum pay steps, weighted average wages paid, relative differences in the cost of living between locations based on the ACCRA index, and the unique characteristics of the City of Tulsa, including but not limited to operational priorities, available and projected revenues, and other administrative salary and equity concerns.
- C. The parties agree that the City will conduct and make a reasonable attempt to complete such a survey prior to March 1, 2012. The parties further agree that the City will provide a draft summary of market wage position to the Union at least two (2) weeks prior to March 1<sup>st</sup> and to be considered complete by March 15<sup>th</sup>. Advice and input from the Union will be sought by the City prior to actually gathering the survey information. The parties will meet and confer after completion of such a survey on the information obtained.

**Section 19.3** The applicable Human Resources Policies and Procedures shall be used to determine wage rates and procedures for promotion, progression, transfer, demotion, out-of-class assignment, reclassification, shift differential, and mileage reimbursement.

**Section 19.4** Any Employees in the OT/AT unit who were covered by the Public Works Department License/Certification Guidelines prior to this Agreement will continue to be covered by such guidelines.

**Section 19.5** 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.

**Section 19.6** 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 19.7** 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 19.8** All back wage and benefit claims against a 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 – DEFERRED COMPENSATION**

**Section 20.1** 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 20.2** 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 20.3** The parties also agree to mutually work towards Employee training and other programs which promote and provide incentives for not only initial Employee participation but also the continuing participation of AFSCME personnel in deferred compensation programs.

## **ARTICLE 21 – MEDICAL AND DENTAL INSURANCE**

**Section 21.1** 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 21.2** Employer agrees to pay 75% of the cost for base medical insurance for dependents. Employees shall pay 100% of the cost for dependent dental insurance.

**Section 21.3** 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 22 – SENIORITY**

**Section 22.1** City seniority according to this Agreement is the continuous, accumulated paid service of the Unit Member with the Employer. Such seniority is not lost by absence due to illness or authorized leave of absence not to exceed twelve (12) months.

**Section 22.2** City seniority is a factor in determining 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 is a factor is specified in the Human Resources Policies and Procedures Manual's reduction in force policy.

**Section 22.3** A City seniority list will be updated quarterly and a copy furnished to AFSCME Local 1180 within fifteen (15) days at the end of the calendar quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). The list will 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 22.4** Classification seniority according to this Agreement is continuous, accumulated paid service of the Employee within a classification in the OT/AT Unit. The computation of classification seniority will consider changes in classification titles which reflect an evaluation of the position without contemplating changes in the duties, responsibilities, and nature of the work itself. Classification seniority may be considered by management in determining shift assignments.

**Section 22.5** Classification seniority lists may be sent or delivered to the Secretary of AFSCME Local 1180 when utilized as a factor specified in this Agreement. The lists shall contain only the names, department, and seniority dates of those Employees applying for rights based upon classification seniority as specified in this Agreement.

**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 ten (10) calendar days upon notice of recall from lay-off.
- E. Retirement or withdrawal of MERP pension funds.
- F. Disability separation.

### **ARTICLE 23 – HIGH PERFORMANCE GOVERNMENT (HPG) EMPLOYEE SUGGESTION PROGRAM**

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

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

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

A listing of past suggestions and their acceptance or denial will be made available by Human Resources upon request.

### **ARTICLE 24 - HOURS OF WORK AND REST PERIODS**

**Section 24.1** The City of Tulsa shall comply with all statutory provisions of the Fair Labor Standards Act (FLSA) as amended and the related Department of Labor regulations concerning hours of work, overtime, and position classifications and other related FLSA issues.

**Section 24.2** Except for Employees approved to work an Alternate Work Schedule or shift variation by their department head or designee, the standard workweek will be forty (40) hours and will begin at 12:01 a.m. Sunday morning and end at 12:00 midnight

Saturday evening. Any request for deviation from the standard workday or workweek must be approved in writing by the department head or designee.

**Section 24.3** In accordance with the provisions of the FLSA, the department head or designee may establish special hours for the department as necessary to provide adequate and proper service to the public. Prior to a permanent change of an Employee's normal work shift, reporting location or days to be worked within the workweek, the Employee shall be given at least five (5) calendar days' notice of such change. In the event of an emergency situation which necessitates the change of an Employee's shift or days worked whereby it is impossible to provide the required notice, the Employee shall be notified of such change at the earliest possible time.

**Section 24.4** Due to overtime considerations, Employees will not begin work prior to the work shift or continue to work after the work shift, except in an emergency, without approval of the department head or designee.

**Section 24.5** Lunch periods will be established in fifteen (15) minute increments and will not be less than thirty (30) minutes or more than ninety (90) minutes in duration. If a Employee is required to perform any work during their lunch period, that time shall count as hours worked. The department head or designee may further define or restrict lunch periods based on internal departmental procedures.

**Section 24.6** Rest periods may be established at the discretion of the department head or designee.

**Section 24.7** For purposes of this Section, normal working hours ("regular work hours") shall be defined as those work hours beginning on or after 6:00 a.m. and ending on or prior to 6:00 p.m., Monday through Friday. Employees who are required to work shifts other than during the normal working hours may request to work a specific shift in accordance with the following provisions:

- A. Between May 15<sup>th</sup> and June 15<sup>th</sup>, Employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period July 1<sup>st</sup> through June 30<sup>th</sup> of the following calendar year unless, prior to this Agreement, the department has established shift bidding timeframes in conjunction with another CBA applicable to members of that department. Shifts shall be determined and assigned by June 23<sup>rd</sup>.
- B. Except where impractical due to skill levels of Employees or where special working conditions exist which would preclude certain Employees from working specific shifts, shift assignment shall be made on the basis of classification seniority.
- C. Where shifts are regularly rotated among Employees, the provisions of this Section shall not apply.

- D. In the event that a new shift is established which requires the assignment of personnel, Employees in the affected work unit may bid on the new shift assignment pursuant to the provisions of paragraph B of this Section.
- E. Managers and supervisors may conduct general shift bid procedures for all Employees within their work area (in accordance with 24.7A time frames) regardless of employees' normal working hours as defined within this section. Such general shift bid selection procedures are understood by the parties to be at management's discretion and shall not be considered in violation of normal shift bid procedures.
- F. If an Employee's shift changes as a result of shift bidding, previously approved vacation will be subject to change based on the vacation schedule of the Employee's new shift.

## **ARTICLE 25 – LEAVE OF ABSENCE WITHOUT PAY**

**Section 25.1** Leave of absence without pay shall be divided into two distinct types, "Authorized Personal Leave" (APL) and "Unauthorized Leave Without Pay" (LWOP).

**Section 25.2** "Leave Without Pay" (LWOP) shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as "LWOP" on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an Employee's failure to contact his/her department during such a leave of absence without pay, the Employee shall be subject to possible disciplinary action which may include dismissal.

**Section 25.3** "Authorized Personal Leave" (APL) shall be scheduled at least 24 hours in advance and approved by the Employee's supervisor. APL shall not be considered negatively or held against the Employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand APL shall be considered authorized leave without pay and shall be coded "APL" on timesheets, leave reports and for all payroll purposes. APL shall be closely monitored and shall normally be used only for non-illness related absences.

- A. The Employee shall request approval of APL in writing to the appropriate supervisor at least twenty four (24) hours in advance. The request shall specify the dates and the reason for APL.
- B. All requests for APL in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave. Any leave of absence in excess of six (6) months shall be approved by the Mayor or designee.

- B. At the expiration of an APL absence, the Employee shall be reinstated in the position he vacated or in any other vacant position in the same class.

**Section 25.4** A leave of absence without pay (LWOP or APL) for more than one hundred sixty (160) continuous work hours shall not constitute a break in service; however, time spent while on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Vacation and sick leave benefits shall not accrue during a leave of absence without pay in excess of one hundred sixty (160) continuous work hours.

**Section 25.5** Any Employee who shall receive payment for work performed for any employer other than the City of Tulsa while on either APL or LWOP shall be subject to immediate dismissal, except when an Employee has received specific written approval from the department head or designee for use of such leave for the purpose of outside employment.

**Section 25.6** Failure on the part of an Employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

## **ARTICLE 26 – STANDBY AND CALL IN**

**Section 26.1** A “Standby” Employee is defined as an Employee being specifically assigned to remain at a location away from the work premises or available through use of telecommunication devices so that the Employee can be contacted and instructed to report to work within one hour from the time of personal contact.

**Section 26.2** Employees who are required to be “on standby” away from their work location during non-work hours shall be compensated at the rate of \$1.25 per hour for such standby time. Pay for standby time shall be reduced by the number of hours actually worked. Time spent on standby away from the work location shall not count as overtime.

**Section 26.3** An Employee who is “On-Call” is defined as an Employee who is subject to call-in, but is free to leave town or not be available to report on a consistent basis or within a reasonable short timeframe. On-Call status shall not require additional compensation.

**Section 26.4** An Employee who is off duty and has left the premises of his or her work location and is subsequently recalled to duty to perform work that is not continuous with the Employee’s regular work period shall be guaranteed a minimum of two (2) hours of overtime. If the Employee is called again within, or at a time continuous with, the initial two (2) hours of guaranteed overtime, he/she shall be considered still on the clock and shall not receive any additional guaranteed overtime. Employees shall be allotted one hour (1) to report for work after a call-in or stand-by contact from their work unit. Provided that Employees within the Treatment Plant Shift Lead and Electrician III

classifications shall receive a minimum of four (4) hours overtime compensation if called back by management on a City holiday and all other provisions within this section are applicable to these two (2) classifications.

**ARTICLE 27 – LEAVE BENEFITS**

The Human Resources Policies and Procedures Manual shall be used for administering Family and Medical Leave, Injury Leave, Voting Leave, Military Leave, Court and Jury Leave, and Holidays. Employees are encouraged to review the current Human Resources Policies and Procedures Manual for complete information on these leave benefits.

**ARTICLE 28 – VACATIONS**

**Section 28.1** Vacation leave shall begin to accrue to each full-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 Employee’s leave account on the last day of the month in accordance with the following chart. Vacation leave will be prorated for part-time Employees in accordance with Section 303.3 of the Human Resources Policy and Procedure Manual:

<b><u>Years of Continuous Service</u></b>	<b><u>Monthly Accrual</u></b>	<b><u>Yearly Accrual</u></b>
Date of employment to completion of 5 <sup>th</sup> year	9.33 hours	112 hours
5 years but less than 10 years	10.667 hours	128 hours
10 years but less than 15 years	14 hours	168 hours
15 years but less than 20 years	15.33 hours	184 hours
20 years but less than 25 years	16.667 hours	200 hours
25 years or more	17.333 hours	208 hours

**Section 28.2** Vacation leave shall normally be expended during the calendar year following its accrual. The maximum amount of vacation leave that may accumulate in an Employee’s vacation leave account at any time shall be twice the amount for which the employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an Employee who has reached the maximum amount. No Employee shall be compensated for or allowed to use leave time which is above accrual limits.

**Section 28.3** Vacation leave with pay shall be granted to Employees in accordance with the following provisions:

- A. An Employee must complete six (6) months of employment before becoming eligible to expend accrued vacation leave.

- B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an employee's vacation because of work requirements. Vacation shall be scheduled in advance, based upon departmental procedures.
- C. Vacation leave shall not exceed the total amount accrued to an employee at the time of the proposed departure.
- D. Vacation leave not scheduled in advance shall not be utilized for purposes of personal and/or family illness until all available sick leave has been utilized.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized in accordance with Article 13.
- F. Vacation leave shall normally be expended in no less than one-half (1/2) day periods. However, at the discretion of the immediate supervisor, vacation leave may be expended in one (1) hour increments. Work and/or crew assignment shall be a factor of consideration in such decisions.
- G. Upon separation an Employee shall be paid for the unused portion of their accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, and except as limited by Section 28.3 H).
- 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 shall be notified of such change at the earliest possible time.
- J. Normally, an Employee must request to schedule vacation at least two (2) weeks in advance. However, work unit supervisors at their discretion may approve an Employee's request for vacation leave upon shorter notice or in view of Employee emergencies. The Employee shall notify his/her supervisor of the need to request such vacation at the earliest possible time. Approval of requests for vacation leave with less than seventy-two (72) hours notice shall be limited to no more than six (6) occurrences per calendar year.

- K. 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.

## **ARTICLE 29 – SICK LEAVE**

**Section 29.1** Sick leave shall be granted to regular and part-time Employees in accordance with the following provisions.

**Section 29.2** Sick leave for City Employees may be used in the following situations:

- A. When Employees are incapacitated by sickness or non-job-related injury; for medical, dental or optical diagnosis or treatment; or for pregnancy related reasons.
- B. For necessary care and attendance of a member of the Employee's immediate family who is incapacitated by illness or injury. For the purpose of this Section, "Immediate Family" shall be defined as a parent of the Employee, spouse, child, or "step" situation, or has legal responsibility within these relationships.
- C. After exposure to a contagious disease when attendance on the job, in the opinion of the City Physician, jeopardizes the health of others.

**Section 29.3** Sick leave used shall not exceed the total amount accrued to the Employee at the time of his/her absence. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave. After each thirty (30) days during such leave without pay, the Employee shall present to his/her department head a doctor's statement of his/her continued inability to perform his/her normal duties.

**Section 29.4** Sick leave shall start to accrue on the first day of the month which coincides with or next follows the date of employment, and shall be credited on the first day of the month following the month of commencement. Sick leave may not be expended until after completion of one full calendar month of employment.

**Section 29.5** Sick leave shall be accrued at a rate of eight (8) hours for each full calendar month of service for full time Employees. Sick leave shall be prorated for part-time Employees in accordance with Section 303.32 of the Human Resources Policy and Procedure Manual. An Employee may accrue a maximum of twelve hundred (1200)

hours of sick leave. During any leave, with exception of vacation leave, which is in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Full time Employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. Such absence (except as provided for in the Military Leave Policy) shall not be used in computing time in grade for Satisfactory Performance Increases or for completion of probationary period.

**Section 29.6** The amount of sick leave expended shall be computed as the exact number of days (or hours) an Employee is scheduled to work during the period leave is taken. Minimum sick leave expended shall be one (1) hour. It is not the intention of this Section for Employees to routinely use sick leave in one (1) hour increments. Holidays and other days not scheduled for work shall be excluded in computing sick leave expenditures.

**Section 29.7** Employees may convert accrued sick leave in excess of nine hundred sixty (960) hours to vacation leave, provided the total accrued vacation leave may not exceed the maximum allowed under "Vacation Leave" provisions. Conversion shall be at a ratio of one (1) hour of vacation for one (1) hour of sick leave.

**Section 29.8** An Employee transferring from one department to another shall have his/her total accrued sick leave transferred to the new department. The accrued sick leave shall be recorded on the Personnel Action form.

**Section 29.9** Upon retirement as defined in City Human Resources Policy and Procedures, death, or disability, Employees with at least nine hundred sixty (960) hours accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred twenty (320) hours of pay.

**Section 29.10** A regular or part-time Employee who leaves the classified service to enlist in active military service other than a reserve unit and who applies for re-employment within fifteen (15) days after having been rejected or ninety (90) days after an honorable discharge shall have the former unused sick leave credits reinstated. A regular or part-time Employee who is laid off and returns to City employment within one (1) year from the date of layoff shall have the former unused accrued sick leave reinstated (see provisions for military leave).

**Section 29.11** Sick leave shall not be used during periods of suspension. An Employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her supervisor two (2) hours prior to the beginning of the work shift if physically able to do so.

**Section 29.12** When an absence charged to sick leave exceeds forty (40) consecutive work hours, upon returning to work the Employee shall present a statement from his/her doctor describing the illness and a medical release from the City Physician. The department head

or designee may require a doctor's statement for shorter absences if there has been an established pattern of abuse or reason to suspect abuse before allowing the absence to be charged to sick leave. The department head or designee may request at any time a doctor's statement or medical opinion from the City Physician regarding the Employee's physical ability to perform the duties of the job.

**Section 29.13** A supervisor may investigate the alleged illness of an Employee absent on sick leave. False or fraudulent use of sick leave by an Employee shall be cause for disciplinary action which may include dismissal. The department head may request at any time a doctor's statement or medical opinion from the City Physician regarding the Employee's physical ability to perform the duties of the job.

**Section 29.14** Employees who apply for promotional opportunity must meet the established guidelines on absenteeism as a factor in determining promotional qualifications prior to being certified.

**Section 29.15** 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.

## **ARTICLE 30 – FUNERAL LEAVE**

**Section 30.1** In the event of the death of a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent of the Employee or spouse, grandchild of the Employee, "foster" or "step" situations within these relationships, and the Employee's aunt or 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 workdays, 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, nine (9) 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 they had worked.
- D. Verification of death and relationship shall be made to the Employer upon request.

### **ARTICLE 31 – OUTSIDE EMPLOYMENT**

**Section 31.1** Employees may obtain second jobs with another employer provided that:

- A. The Employee's department head or designee is informed of the second employment. A department head may require that an Employee within their department obtain approval prior to the Employee accepting outside employment.
- B. The second employer is completely disassociated from the City and the performance of the work does not simultaneously benefit both the City and the second employer.
- C. The outside employment does not interfere with the Employee's work performance with the City of Tulsa.

### **ARTICLE 32 – DRESS CODE, UNIFORMS, AND PROTECTIVE GEAR**

**Section 32.1** Reasonable standards of dress and grooming may be established by City departments based on safety, customer service, or cleanliness concerns and with the approval of the Human Resources Director. It shall be the responsibility of the Employee to maintain the prescribed uniform in a manner consistent with the established policy of the department.

**Section 32.2** Employees who are deemed by their supervisor to have insufficiently complied with dress code standards or personal hygiene needs shall be sent home and/or progressively disciplined as appropriate.

**Section 32.3** The City shall provide certain equipment and protective gear to Employees which is deemed to be necessary for the efficient performance of the normal duties of those Employees. It shall be the responsibility of the department head to determine what items are necessary for the operation of the department and to assure compliance with required safety standards and City policies. Such items which an Employee would be reasonably expected to possess and utilize in his/her field of work shall not normally be provided by the City.

**Section 32.4** Employees shall be required to reimburse the City for damage or loss to equipment, uniforms and protective gear upon a determination by the department head or designated supervisor that such damage or loss was the result of theft, intentional

destruction, gross negligence or other misuse of such equipment. Employees who sustain damage to their uniform while in the performance of their job duties as City Employees due to no fault of the Employees and which would warrant the replacement of such item or uniform may submit a written request to the department head for replacement of the damaged item. Damage due to the normal wear and tear shall not be covered nor shall negligence on the part of the Employee. Upon determination by the department head that the request is valid, the department shall replace the item in question. Approved replacement shall not affect the Employee's annual clothing allowance.

**Section 32.5** The appropriate department head, with approval of the Human Resources Director and the Uniform Committee, shall set reasonable standards of work uniform or dress including the type of clothing, color, and condition of clothing in consideration of the type of work performed by the Employee. The Uniform Committee shall include two (2) AFSCME Local 1180 employees who shall represent all bargaining groups of Local 1180 and shall have voting rights and may attend Uniform Committee meetings without loss of pay. Approved AFSCME 1180 patches may be added to the left shoulder of uniforms of Union members who are required by the City to wear uniforms, at the Union's expense.

**Section 32.6** The City shall provide Employees with a subsidy of \$75.00 towards the purchase of one pair of safety footwear per the policy on Safety Footwear Protection approved by the Mayor. Any additional pairs of safety footwear will be subsidized by the City only at the discretion of the department head's designee and based on verified need and propriety. Employees shall be responsible for reasonable care of such footwear and compliance with the Mayor's approved policy.

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

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

By: Michael Rich  
President

Harold Adair  
Bargaining Committee Member

Paula Powers-Jacobs  
Bargaining Committee Member

Bargaining Committee:  
Michael Rider  
Harold Adair  
Paula Powers-Jacobs  
Angela Jackson  
Paul Woodard

CITY OF TULSA, OKLAHOMA,  
a municipal corporation

By: Klary F. Dattler  
Mayor

Attest: Anthony Mays  
City Clerk

Approved: Jeanelle Z  
Litigation Division Manager



Bargaining Committee:  
Jim Twombly  
Gerald Bender  
Joyce Powell  
Cheri O'Neal  
Eric Lee  
Ross Weller  
Lucy Dolman  
Ken Factor

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

<u>Pay Grade</u>	<u>Minimum 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>	<u>P</u>	<u>Maximum Rate</u> <u>Q</u>
<b>OT-12</b>																
ANNUAL	14,240.03	14,809.63	15,402.02	16,018.10	16,658.82	17,325.17	18,018.18	18,738.91	19,488.46	20,268.00	21,078.72	21,921.87	22,798.75	23,710.70	24,659.12	25,152.31
MONTH	1,186.67	1,234.14	1,283.50	1,334.84	1,388.24	1,443.76	1,501.52	1,561.58	1,624.04	1,689.00	1,756.56	1,826.82	1,899.90	1,975.89	2,054.93	2,096.03
SEMI	593.33	617.07	641.75	667.42	694.12	721.88	750.76	780.79	812.02	844.50	878.28	913.41	949.95	987.95	1,027.46	1,048.01
H(40)	6.85	7.12	7.40	7.70	8.01	8.33	8.66	9.01	9.37	9.74	10.13	10.54	10.96	11.40	11.86	12.09
<b>OT-13</b>																
ANNUAL	15,597.22	16,221.11	16,869.95	17,544.75	18,246.54	18,976.40	19,735.46	20,524.88	21,345.87	22,199.71	23,087.70	24,011.20	24,971.65	25,970.52	27,009.34	27,549.53
MONTH	1,299.77	1,351.76	1,405.83	1,462.06	1,520.55	1,581.37	1,644.62	1,710.41	1,778.82	1,849.98	1,923.97	2,000.93	2,080.97	2,164.21	2,250.78	2,295.79
SEMI	649.88	675.88	702.91	731.03	760.27	790.68	822.31	855.20	889.41	924.99	961.99	1,000.47	1,040.49	1,082.10	1,125.39	1,147.90
H(40)	7.50	7.80	8.11	8.43	8.77	9.12	9.49	9.87	10.26	10.67	11.10	11.54	12.01	12.49	12.99	13.24
<b>OT-14</b>																
ANNUAL	17,204.95	17,893.15	18,608.87	19,353.23	20,127.36	20,932.45	21,769.75	22,640.54	23,546.16	24,488.01	25,467.53	26,486.23	27,545.68	28,647.51	29,793.41	30,389.27
MONTH	1,433.75	1,491.10	1,550.74	1,612.77	1,677.28	1,744.37	1,814.15	1,886.71	1,962.18	2,040.67	2,122.29	2,207.19	2,295.47	2,387.29	2,482.78	2,524.44
SEMI	716.87	745.55	775.37	808.38	838.64	872.19	907.07	943.36	981.09	1,020.33	1,061.15	1,103.59	1,147.74	1,193.65	1,241.39	1,266.22
H(40)	8.27	8.60	8.95	9.30	9.68	10.06	10.47	10.88	11.32	11.77	12.24	12.73	13.24	13.77	14.32	14.61
<b>OT-15</b>																
ANNUAL	19,272.07	20,042.95	20,844.67	21,678.46	22,545.60	23,447.42	24,385.32	25,360.73	26,375.16	27,430.16	28,527.37	29,668.47	30,855.20	32,089.41	33,372.99	34,040.45
MONTH	1,606.01	1,670.25	1,737.06	1,806.54	1,878.80	1,953.95	2,032.11	2,113.39	2,197.93	2,285.85	2,377.28	2,472.37	2,571.27	2,674.12	2,781.08	2,836.70
SEMI	803.00	835.12	868.53	903.27	939.40	976.98	1,016.05	1,056.70	1,098.96	1,142.92	1,188.64	1,236.19	1,285.63	1,337.06	1,390.54	1,418.35
H(40)	9.27	9.64	10.02	10.42	10.84	11.27	11.72	12.19	12.68	13.19	13.72	14.26	14.83	15.43	16.04	16.37
<b>OT-16</b>																
ANNUAL	21,819.40	22,692.18	23,599.86	24,543.86	25,525.61	26,546.64	27,608.50	28,712.84	29,861.36	31,055.81	32,298.04	33,589.96	34,933.56	36,330.90	37,784.14	38,539.82
MONTH	1,818.28	1,891.01	1,966.66	2,045.32	2,127.13	2,212.22	2,300.71	2,392.74	2,488.45	2,587.98	2,691.50	2,799.16	2,911.13	3,027.58	3,148.68	3,211.65
SEMI	909.14	945.51	983.33	1,022.66	1,063.57	1,106.11	1,150.35	1,196.37	1,244.22	1,293.99	1,345.75	1,399.58	1,455.57	1,513.79	1,574.34	1,605.83
H(40)	10.49	10.91	11.35	11.80	12.27	12.76	13.27	13.80	14.36	14.93	15.53	16.15	16.79	17.47	18.17	18.53
<b>OT-17</b>																
ANNUAL	24,951.36	25,949.41	26,987.39	28,066.89	29,189.56	30,357.14	31,571.43	32,834.29	34,147.66	35,513.57	36,934.11	38,411.47	39,947.93	41,545.85	43,207.68	44,071.84
MONTH	2,079.28	2,162.45	2,248.95	2,338.91	2,432.46	2,529.76	2,630.95	2,736.19	2,845.64	2,959.46	3,077.84	3,200.96	3,328.99	3,462.15	3,600.64	3,672.65
SEMI	1,039.64	1,081.23	1,124.47	1,169.45	1,216.23	1,264.88	1,315.48	1,368.10	1,422.82	1,479.73	1,538.92	1,600.48	1,664.50	1,731.08	1,800.32	1,836.33
H(40)	12.00	12.48	12.97	13.49	14.03	14.59	15.18	15.79	16.42	17.07	17.76	18.47	19.21	19.97	20.77	21.19
<b>OT-18</b>																
ANNUAL	28,145.99	29,271.83	30,442.70	31,660.41	32,926.83	34,243.90	35,613.66	37,038.20	38,519.73	40,060.52	41,662.94	43,329.46	45,062.64	46,865.14	48,739.75	49,714.54
MONTH	2,345.50	2,439.32	2,536.89	2,638.37	2,743.90	2,853.66	2,967.80	3,086.52	3,209.98	3,338.38	3,471.91	3,610.79	3,755.22	3,905.43	4,061.65	4,142.88
SEMI	1,172.75	1,219.66	1,268.45	1,319.18	1,371.95	1,426.83	1,483.90	1,543.26	1,604.99	1,669.19	1,735.96	1,805.39	1,877.61	1,952.71	2,030.82	2,071.44
H(40)	13.53	14.07	14.64	15.22	15.83	16.46	17.12	17.81	18.52	19.26	20.03	20.83	21.66	22.53	23.43	23.90
<b>OT-19</b>																
ANNUAL	31,900.58	33,176.60	34,503.67	35,883.81	37,319.17	38,811.93	40,364.41	41,978.99	43,658.15	45,404.47	47,220.65	49,109.48	51,073.86	53,116.81	55,241.48	56,346.31
MONTH	2,658.38	2,764.72	2,875.31	2,990.32	3,109.93	3,234.33	3,363.70	3,498.25	3,638.18	3,783.71	3,935.05	4,092.46	4,256.15	4,426.40	4,603.46	4,695.53
SEMI	1,329.19	1,382.36	1,437.65	1,495.16	1,554.97	1,617.16	1,681.85	1,749.12	1,819.09	1,891.85	1,967.53	2,046.23	2,128.08	2,213.20	2,301.73	2,347.76
H(40)	15.34	15.95	16.59	17.25	17.94	18.66	19.41	20.18	20.99	21.83	22.70	23.61	24.55	25.54	26.56	27.09

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

Pay Grade	Minimum Rate	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Maximum Rate
<b>AT-23</b>																	
ANNUAL	29,509.09	30,689.45	31,917.03	33,193.71	34,521.46	35,902.32	37,338.41	38,831.95	40,385.23	42,000.64	43,680.66	45,427.89	47,245.00	49,134.80	51,100.20	52,122.20	
MONTH	2,459.09	2,557.45	2,659.75	2,766.14	2,876.79	2,991.86	3,111.53	3,236.00	3,365.44	3,500.05	3,640.06	3,785.66	3,937.08	4,094.57	4,258.35	4,343.52	
SEMI	1,229.55	1,278.73	1,329.88	1,383.07	1,438.39	1,495.93	1,555.77	1,618.00	1,682.72	1,750.03	1,820.03	1,892.83	1,968.54	2,047.28	2,129.17	2,171.76	
H(40)	14.19	14.75	15.34	15.96	16.60	17.26	17.95	18.67	19.42	20.19	21.00	21.84	22.71	23.62	24.57	25.06	
<b>AT-28</b>																	
ANNUAL	32,516.64	33,817.31	35,170.00	36,576.80	38,039.87	39,561.46	41,143.92	42,789.68	44,501.27	46,281.32	48,132.57	50,057.87	52,060.19	54,142.60	56,308.30	57,434.47	
MONTH	2,709.72	2,818.11	2,930.83	3,048.07	3,169.99	3,296.79	3,428.66	3,565.81	3,708.44	3,856.78	4,011.05	4,171.49	4,338.35	4,511.88	4,692.36	4,786.21	
SEMI	1,354.86	1,409.05	1,465.42	1,524.03	1,584.99	1,648.39	1,714.33	1,782.90	1,854.22	1,928.39	2,005.52	2,085.74	2,169.17	2,255.94	2,346.18	2,393.10	
H(40)	15.63	16.26	16.91	17.58	18.29	19.02	19.78	20.57	21.39	22.25	23.14	24.07	25.03	26.03	27.07	27.61	
<b>AT-32</b>																	
ANNUAL	35,971.80	37,410.67	38,907.10	40,463.38	42,081.92	43,765.19	45,515.80	47,336.43	49,229.89	51,199.09	53,247.05	55,376.93	57,592.01	59,895.69	62,291.52	63,537.35	
MONTH	2,997.65	3,117.56	3,242.26	3,371.95	3,506.83	3,647.10	3,792.98	3,944.70	4,102.49	4,266.59	4,437.25	4,614.74	4,799.33	4,991.31	5,190.96	5,294.78	
SEMI	1,498.83	1,558.78	1,621.13	1,685.97	1,753.41	1,823.55	1,896.49	1,972.35	2,051.25	2,133.30	2,218.63	2,307.37	2,399.67	2,495.65	2,595.48	2,647.39	
H(40)	17.29	17.99	18.71	19.45	20.23	21.04	21.88	22.76	23.67	24.61	25.60	26.62	27.69	28.80	29.95	30.55	
<b>AT-36</b>																	
ANNUAL	39,887.62	41,483.12	43,142.45	44,868.15	46,662.87	48,529.39	50,470.56	52,489.39	54,588.96	56,772.52	59,043.42	61,405.16	63,861.36	66,415.82	69,072.45	70,453.90	
MONTH	3,323.97	3,456.93	3,595.20	3,739.01	3,888.57	4,044.12	4,205.88	4,374.12	4,549.08	4,731.04	4,920.29	5,117.10	5,321.78	5,534.65	5,756.04	5,871.16	
SEMI	1,661.98	1,728.46	1,797.60	1,869.51	1,944.29	2,022.06	2,102.94	2,187.06	2,274.54	2,365.52	2,460.14	2,558.55	2,660.89	2,767.33	2,878.02	2,953.58	
H(40)	19.18	19.94	20.74	21.57	22.43	23.33	24.26	25.24	26.24	27.29	28.39	29.52	30.70	31.93	33.21	33.87	
<b>AT-40</b>																	
ANNUAL	44,775.99	46,567.03	48,429.71	50,366.90	52,381.58	54,476.84	56,655.91	58,922.15	61,279.03	63,730.20	66,279.40	68,930.58	71,687.80	74,555.31	77,537.53	79,088.28	
MONTH	3,731.33	3,880.59	4,035.81	4,197.24	4,365.13	4,539.74	4,721.33	4,910.18	5,106.59	5,310.85	5,523.28	5,744.21	5,973.98	6,212.94	6,461.46	6,590.69	
SEMI	1,865.67	1,940.29	2,017.90	2,098.62	2,182.57	2,269.87	2,360.66	2,455.09	2,553.29	2,655.42	2,761.64	2,872.11	2,986.99	3,106.47	3,230.73	3,295.34	
H(40)	21.53	22.39	23.28	24.21	25.18	26.19	27.24	28.33	29.46	30.64	31.87	33.14	34.47	35.84	37.28	38.02	
<b>AT-44</b>																	
ANNUAL	49,472.42	51,451.52	53,509.37	55,649.74	57,875.73	60,190.76	62,598.39	65,102.33	67,706.42	70,414.68	73,231.27	76,160.52	79,206.94	82,375.22	85,670.22	87,383.63	
MONTH	4,122.70	4,287.61	4,459.11	4,637.48	4,822.98	5,015.90	5,216.53	5,425.19	5,642.20	5,867.89	6,102.61	6,346.71	6,600.58	6,864.60	7,139.19	7,281.97	
SEMI	2,061.35	2,143.80	2,229.56	2,318.74	2,411.49	2,507.95	2,608.27	2,712.60	2,821.10	2,933.94	3,051.30	3,173.35	3,300.29	3,432.30	3,569.59	3,640.98	
H(40)	23.78	24.74	25.73	26.75	27.82	28.94	30.10	31.30	32.55	33.85	35.21	36.62	38.08	39.60	41.19	42.01	
<b>AT-48</b>																	
ANNUAL	58,832.10	61,185.38	63,632.80	66,178.11	68,825.24	71,578.25	74,441.38	77,419.03	80,515.79	83,736.42	87,085.88	90,569.31	94,192.09	97,959.77	101,878.16	103,915.73	
MONTH	4,902.68	5,098.78	5,302.73	5,514.84	5,735.44	5,964.85	6,203.45	6,451.59	6,709.65	6,978.04	7,257.16	7,547.44	7,849.34	8,163.31	8,489.85	8,659.64	
SEMI	2,451.34	2,549.39	2,651.37	2,757.42	2,867.72	2,982.43	3,101.72	3,225.79	3,354.82	3,489.02	3,628.58	3,773.72	3,924.67	4,081.66	4,244.92	4,329.82	
H(40)	28.28	29.42	30.59	31.82	33.09	34.41	35.79	37.22	38.71	40.26	41.87	43.54	45.28	47.10	48.98	49.96	

**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.

**RULES**

- R-1 Reporting late to work.
- R-2 Failure to report absence from duty to the immediate exempt supervisor or in his/her absence, to an available exempt supervisor within a reasonable period of time (normally as soon as it is apparent that it will be impossible to report for work, but at least thirty (30) minutes prior to the start of the assigned shift), unless otherwise directed by management.
- R-3 Absence from work without notification to an appropriate supervisor.
- R-4 Abuse or misuse of sick leave, funeral leave, or any other City benefits.
- R-5 Absence from duty without reasonable cause.
- R-6 Commitment of acts, on or off the job, which would bring embarrassment, distrust, or discredit to the City of Tulsa.
- R-7 Failure to punch time card or properly use applicable record keeping systems.
- R-8 Knowingly punching the time card of another employee, having one's time card punched by another employee, or unauthorized alteration of a time card or time report.
- R-9 Falsification of any written, electronic, or oral record, report, or documents arising from or related to employment or work with the City.
- R-10 Gambling, or engaging in a lottery on City premises.

- R-11 Immoral, indecent, or obscene conduct or language.
- R-12 Discourteous, disrespectful, or abusive conduct to citizens or other employees.
- R-13 Failure to meet established or appropriate standards of personal appearance and hygiene.
- R-14 Possession of weapons, explosives, or dangerous materials on the job without written authorization from the department head.
- R-15 Posting or removing any item from a bulletin board without proper authorization.
- R-16 Concealment of or failure to report a significant error, mistake, unsafe working condition or injury.
- R-17 Improper use of authority by using official position for personal profit or advantage.
- R-18 Acceptance of a gift or money given with the intent of influencing the employee in the performance of his or her official duties.
- R-19 Violation of the Safety and Health Manual provisions, safety rules or the performance of unsafe work practices.
- R-20 Littering or contributing to poor housekeeping, unsanitary or unsafe conditions on City premises.
- R-21 Conviction of or plea of guilty to a traffic violation while in a City-owned vehicle or while on City time in any vehicle.
- R-22 Using, possessing or selling alcohol or dangerous, illegal or illicit drugs on the job, or reporting to work under the influence of alcohol or such drugs.
- R-23 Taking more than specified time for meals, rest periods or coffee breaks.
- R-24 Stopping work or making preparation to leave work before specified time authorized by the appropriate supervisor.
- R-25 Leaving the work site without authorization.
- R-26 Engaging in horseplay, scuffling, demonstrations, or other actions which are disruptive to the normal work process.
- R-27 Wasting time, loafing, or sleeping on the job.
- R-28 Selling, soliciting, distributing written materials, or collecting money for any non-job related purpose on City time or property, unless given prior, proper authorization.
- R-29 Threatening, intimidating, coercing, assaulting, harassing or otherwise interfering with employees on the job.
- R-30 Fighting during working hours or on City properties or job sites.

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

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

**APPENDIX C**  
**CONTRACT GRIEVANCE FORM**

Issue: \_\_\_\_\_

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 non Civil Service matters.

Contract provisions violated:

Facts pertaining to grievance:

Requested Remedy:

Contract Grievance Form – Page 2

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 2nd 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 STEWARDS**

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