AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

~~July 1~~, 201~~8~~ - June 30, 201~~9~~20

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – MANAGEMENT RIGHTS 2
ARTICLE 3 – SAVINGS CLAUSE 3
ARTICLE 4 – DURATION OF AGREEMENT 3
ARTICLE 5 – EFFECT ON PRIOR AGREEMENTS 5
ARTICLE 6 – NONDISCRIMINATION 5
ARTICLE 7 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP 5
ARTICLE 8 – STRIKES AND LOCKOUTS 7
ARTICLE 9 – LABOR-MANAGEMENT RELATIONS 7
ARTICLE 10 – UNION STEWARDS, GRIEVANCE COMMITTEE, AND BULLETIN BOARDS 8
ARTICLE 11 – UNION VISITATION AND NOTIFICATION 10
ARTICLE 12 – UNION BUSINESS 10
ARTICLE 13 – DISCIPLINE ..... 12~~11~~
ARTICLE 14 – DISCIPLINARY AND PROMOTIONAL APPEALS AND GRIEVANCES 14
ARTICLE 15 – CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE ..... 16~~15~~
ARTICLE 16 – PERFORMANCE EVALUATION 18
ARTICLE 17 – SAFETY AND HEALTH 19
ARTICLE 18 – RETIREMENT 20
ARTICLE 19 – PAY ADMINISTRATION 20
PAYCHECKS ..... 21~~20~~
PROMOTION AND PROGRESSION 21
DEMOTION 21
RECLASSIFICATION ..... 22~~21~~
TRANSFER AND VOLUNTARY DEMOTION ..... 22~~21~~
OUT OF CLASSIFICATION AND LEAD PAY ..... 22~~21~~
SHIFT DIFFERENTIAL 23
MILEAGE ALLOWANCE 23
PAYMENT FOR SCHOOLS/LICENSE EXAMINATIONS ..... 24~~23~~
SURVEYS ..... 24~~23~~
LONGEVITY ..... 25~~24~~
PAYMENT OF BACK CLAIMS ..... 25~~24~~
ARTICLE 20 – DEFERRED COMPENSATION 25

ARTICLE 21 – MEDICAL AND DENTAL INSURANCE ..... 26~~25~~
ARTICLE 22 – SENIORITY 26
ARTICLE 23 – OUTSIDE EMPLOYMENT 27
ARTICLE 24 – HOURS OF WORK AND REST PERIODS ..... 28~~27~~
ARTICLE 25 – LEAVE OF ABSENCE WITHOUT PAY ..... 30~~29~~
ARTICLE 26 – CALL-IN AND STAND-BY ..... 31~~30~~
ARTICLE 27 – REDUCTION IN FORCE ..... 32~~31~~
ARTICLE 28 – HOLIDAYS 33
ARTICLE 29 – VACATIONS ..... 36~~35~~
ARTICLE 30 – FUNERAL LEAVE ..... 38~~37~~
ARTICLE 31 – SICK LEAVE ..... 38~~37~~
ARTICLE 32 – INJURY LEAVE 42
ARTICLE 33 – COURT AND JURY LEAVE ..... 43~~42~~
ARTICLE 34 – OVERTIME ..... 43~~42~~
ARTICLE 35 – FAMILY AND MEDICAL LEAVE ..... 45~~44~~
ARTICLE 36 – VOTING LEAVE 45
ARTICLE 37 – MILITARY LEAVE ..... 46~~45~~
ARTICLE 38 – RECLASSIFICATION AND PROGRESSION ..... 46~~45~~
ARTICLE 39 – PROMOTIONS ..... 47~~46~~
ARTICLE 40 – EQUIPMENT, PROTECTIVE GEAR AND UNIFORMS 48
APPENDIX A LABOR TRADES PAY SCHEDULE ..... 52~~51~~
APPENDIX A-1 LABOR TRADES PAY SCHEDULE ..... 53~~52~~
APPENDIX B WORK RULES FOR PERSONAL CONDUCT ..... 54~~53~~
APPENDIX C CONTRACT GRIEVANCE FORM ..... 57~~56~~
APPENDIX D UNION STEWARD AND LOCKING BULLETIN BOARD LOCATIONS ..... 59~~58~~
APPENDIX E DEFINITIONS ..... 60~~59~~
APPENDIX F CARDINAL RULES OF SAFETY ..... 61~~60~~

PREAMBLE

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

Appendices to this Agreement are:

Appendix A - Labor Trades Pay Schedule
Appendix A-1 Labor Trades Pay Schedule effective January 6, 2019
Appendix B - Work Rules For Personal Conduct
Appendix C - Contract Grievance Form
Appendix D - Union Steward And Locking Bulletin Board Locations
Appendix E - Definitions
Appendix F - Cardinal Rules of Safety

ARTICLE 1 – RECOGNITION

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

Section 1.2 The City will advise the Union in writing prior to initiation of any general classification studies and will receive input from and communicate with the Union in advance of any changes or additions to the classifications.

Section 1.3 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 1.4 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 City shall provide the copies of the Collective Bargaining Agreement and will post on the City's intranet system.

Section 1.5 AFSCME 1180 patches may be added to uniforms of Union members, at the Union's expense. Union patches and placement of patches shall be approved by the Human Resources Director. Requests for additional, AFSCME-related items to be added to uniforms may be submitted to the Human Resources Director for consideration and approval.

ARTICLE 2 – MANAGEMENT RIGHTS

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

(1) To direct the work of municipal employees to include:

(a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;

(b) assigning and determining working hours, including overtime, and to allocating and assigning work or duties to employees of the City;

(c) managing and directing the employees of the City of Tulsa, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer, furlough, or lay off, or to discharge, suspend, demote or discipline any City employee, whether probationary or non-probationary;

(d) determining the table of organization of the City of Tulsa, including the right to organize and reorganize, to determine job classifications and ranks, to determine the number of employees to be employed, to determine staffing of shifts and departments, and to determine the standards of performance of employees;

(e) determining the safety, health and property protection measures for the City of Tulsa;

(f) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;

(g) determining the methods, means, tools, procedures, location and personnel by which the operations of the various departments of the City are to be conducted, including the right to contract existing and future work;

(h) introducing new, improved, or different methods and techniques of operation for the various departments, or change or eliminate existing methods and techniques;

(i) maintaining the efficiency of operation of the City of Tulsa;

(j) determining the amount of supervision necessary; and,

(k) determining and controlling City budgets.

(2) To determine the qualifications for employment and the nature and content of personal examinations; and,

(3) To take actions as may be necessary to carry out the City's mission in emergencies.

Section 2.2 It is also understood and agreed that in the event the Employer should waive, knowingly or otherwise, any right it may have, when the Employer believes it is in the best interest of the Employee and Employer, the waiver of such right shall establish no precedent and such right shall establish no precedent and such right shall not be reduced, diminished, or lost in any other event or action, past, present, or future.

ARTICLE 3 – SAVINGS CLAUSE

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

ARTICLE 4 – DURATION OF AGREEMENT

Section 4.1 This Agreement shall become effective July 1, 201~~8~~9 or the date when the Agreement is fully executed by all of the parties, whichever is later, and shall remain in full force and effect until 11:59 p.m., June 30, 20~~19~~20, however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 201~~8~~9, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY ~~18-~~19-20 will not be finalized until appropriation of adequate and sufficient funds. In the event of failure of the City to appropriate said funds, said economic provisions set forth to become effective throughout FY ~~18-~~19-20 shall be deemed null and void without further action

by either party to this Agreement. In such event the City and Union shall reopen negotiations for fiscal year ~~18-~~19-20 to address the economic provisions. The remainder of this Collective Bargaining Agreement shall remain in full force and effect until 11:59 p.m., June 30, 20~~19~~20.

Section 4.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, will meet at reasonable times with agents of the Union to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, the Union shall notify the Human Resources Director or designee, in writing, no later than the last Friday in January immediately prior to the beginning of a new fiscal year for which no collective bargaining agreement has been negotiated. Negotiations for a new collective bargaining agreement shall begin no earlier than the first working day in February and no later than the first working day in March.

Section 4.3 Once a tentative collective bargaining agreement has been reached, the Union shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the Union's bargaining agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues may be submitted to dispute resolution upon written request of either party. Such request shall not preclude the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within 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 impartial arbitrator.

Section 4.4 Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives will meet within five (5) working days after receipt of the list and strike names alternately from the list until one (1) remains. The Party requesting arbitration shall strike first. The arbitrator selected will call a hearing within a reasonable time after the arbitrator receives notification of his/her selection and the parties and the arbitrator agree on scheduling. The hearing shall be informal and the rules of evidence prevailing in a court of law shall not be binding. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The hearing will be concluded with twenty (20) calendar days of commencement and the arbitrator will issue written findings and recommendations with respect to all issues presented within sixty (60) calendar days of commencement of the hearing or submission of briefs by the parties whichever is applicable. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

Section 4.5 The Collective Bargaining Policy, Section 810, of the Human Resources Policy and Procedure Manual, the City of Tulsa Collective Bargaining Ordinance, and the City of Tulsa Charter are applicable to the LT 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 the Union prior to the signing of this Agreement, provided that all rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, shall be satisfied or discharged.

ARTICLE 6 – NONDISCRIMINATION

Section 6.1 The Employer and the 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 the Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity. The parties agree that the Union shall have a representative on the City's Affirmative Action/Equal Employment Opportunity Committee that is established to review the employment practices of the City and, if deficiencies are found, to recommend and support the implementation of appropriate corrective actions related to those deficiencies.

Section 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 the Union acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that Rule R-2 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 Rule R-2 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 If Local 1180 desires to utilize the City's payroll system for the purpose of dues payment, it will request the City to make payroll deductions in an amount certain. The City agrees

that deduction of Local 1180 dues for the prescribed period of time shall be authorized by the Employee's signature on the Employee Authorization Card.

Section 7.2 Employees may authorize payroll deductions for the purpose of paying Union dues and the City, upon receiving a written authorization, shall make payroll deductions, as appropriate, in the amount certified by Local No. 1180. No authorization shall be allowed for payment of initiation fees, assessments, or fines. The Employee Authorization Card shall be approved by the City, provided by and copied by Local 1180 with the Employee retaining one copy and the City receiving one copy at the Finance Department Payroll Office.

Section 7.3 The Employee Authorization Card shall clearly state the timeframes and conditions in which an Employee may withdraw from Local 1180. The Employee Authorization Card shall state that the Employee releases and holds the City of Tulsa harmless and will indemnify the City of Tulsa should any litigation or other legal or administrative proceeding result from the provisions stated in Article 7. Employees who have completed authorization cards prior to the execution of this Agreement shall not be required to complete new Employee Authorization cards, but by ratification of this Agreement they are subject to the provisions of this Article

Section 7.4 One-half of the monthly dues deduction shall be made from the first two (2) paychecks of 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. Local 1180 shall receive a dues deduction report quarterly during the calendar year.

Section 7.5 Prior to changing the requested amount of dues deduction Local 1180 shall notify the City of such change in writing no later than December 1st. Any change in dues will not be effective until the following January 1st.

Section 7.6 Payroll deductions for membership shall be for no less than a six (6) month period and shall automatically be renewed for successive similar periods unless revoked in writing. Commencing January 1 and July 1, annually, Employees shall have fifteen (15) days in which to withdraw their membership. To revoke the membership, the Employee shall, within the fifteen (15) day period, notify the Union and the Payroll Section of the Finance Department via e-mail. Employees shall utilize the ~~1180membership@gmail.com~~ NHall@1180tulsa.orgaddress to notify Local 1180. Upon receipt of the e-mail or other written notification, the City shall cease such deductions. At the end of the withdrawal period, the City shall send a list to AFSCME Local 1180 of those employees who withdrew. An Employee who moves to positions outside the Bargaining Unit shall notify the Union and Payroll Section of the Finance Department via e-mail or in writing at the time of the change in status.

Section 7.7 Local 1180 and employee shall release, indemnify, defend, and hold the City harmless against any claims made and against the Employer as a result of this Article or because of any provisions stated in this Article.

Section 7.8 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 the Union or employees. The Union or employees shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph shall be grounds for disciplinary action, including discharge for all such employees involved. An employee who believes that such discipline or discharge by the Employer was not justified shall have recourse through the Grievance or Civil Service Procedure 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, the Union shall notify employees to return to work and shall take all reasonable action to secure the employees' return to work as promptly as possible.

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

ARTICLE 9 – LABOR-MANAGEMENT RELATIONS

Section 9.1 Representatives of the Union, not to exceed five (5) in number and from different departments or divisions of Streets and Storm Water and/or Water and Sewer Departments, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 9.2 Meetings shall be scheduled during working hours on the Employer's premises and the City shall pay the Union representatives their normal rate of pay.

Section 9.3 The parties agree to maintain a joint subcommittee on productivity and efficiency to provide recommendations to the Mayor on ways to effect efficiencies and/or eliminate waste within City operations. The committee will normally be comprised of no more than four representatives each of management and the Union inclusive of the Human Resources Director or designee and the Union President. The Committee shall meet quarterly and as needed to address special issues as they arise.

Section 9.4 Definitions for certain terms used in this Agreement are contained in Appendix E.

ARTICLE 10 – UNION STEWARDS, GRIEVANCE COMMITTEE, AND BULLETIN BOARDS

Section 10.1 Employees within the bargaining unit shall be represented by Stewards in areas of the City employment set forth in Appendix D. The Union shall provide the Human Resources Director or designee with a complete updated list of the Stewards and Grievance Committee Members and their work locations and supervisor. The Union shall provide an updated list as changes occur. No more than twenty-six (26) employees shall be designated as Union Stewards to serve in the combined areas set forth in Appendix D. No more than four (4) stewards shall be designated as Chief Stewards of the Union. Chief Stewards shall each be selected from different departments with the exception Streets and Storm Water and Water and Sewer Departments. Two (2) of the Chief Stewards may be appointed from different divisions of either the Streets and Storm Water or the Water and Sewer Departments. At Large Stewards shall be considered Chief Stewards and are in addition to the designated Chief Stewards. "At Large" Stewards shall be selected from areas with more than twenty-five (25) bargaining unit members. Under no circumstances can two Union Stewards or Union Officers come from the same work unit and report to the same supervisor. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 10.2 Before investigating or engaging in any activity relating to grievances, a Union Steward or Grievance Committee Member shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from his/her supervisor, the Union 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 Union Steward or Grievance Committee Member 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. No more than one Union Steward shall attend any grievance hearing on City time, and all time utilized by Union Stewards and/or Grievance Committee Members during work hours shall be based on pre-approval from supervision to ensure adequate staffing levels are maintained. Upon prior approval of the Union Steward's supervisor, Union Stewards for the LT Unit may also represent, at disciplinary and grievance hearings, an employee within the Steward's work location who is in a different AFSCME bargaining unit. Subject to advance approval by the Human Resources Director or designee, newly appointed Union Stewards shall be allowed to utilize their provided Union Business hours to attend, for training purposes, two (2) grievance or disciplinary hearings. ~~For FY 18-19 AFSCME may submit a list for approval to the Human Resources Director of current stewards requesting to attend a hearing for training purposes.~~

Upon approval of the Director of Human Resources or designee, a steward or Grievance Committee member may be granted additional paid time to attend disciplinary or grievance hearings. A written request for additional paid time to attend disciplinary or grievance hearings must be in writing and provided to the Director of Human Resources or designee and the requesting steward or member's supervisor. This written request must be received by the Director of Human Resources or designee and the supervisor at least one (1) working day prior to the hearing. The written request shall state a

basis for the request, identify the total number of Union Business hours already used during the week, and the total hours anticipated to exceed the allotment of paid time provided in this agreement. Approval of the request is at the sole discretion of the Director of Human Resources or designee. The Director of Human Resources or designee shall provide the reason for a denial in writing.

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 Union Stewards, Grievance Committee Members, and/or other employees.

Section 10.4 The Grievance Committee for the Union shall be composed of no more than four (4) Executive Board Officers and the Chief Steward(s). The Grievance Committee Members shall request authorization from their supervisors prior to attending a Human Resources Director or designee's grievance meeting and shall receive their regular compensation for such time spent during regularly scheduled working hours subject to the time limitations stated in this Agreement.

Section 10.5 The City agrees to provide bulletin boards, locking where available, for the steward locations listed in Appendix D for the exclusive use of Local No. 1180 for the posting of AFSCME informational notices. Keys shall be provided to both City management and the AFSCME representative in each location. The parties agree the reference and use of Appendix D for locking bulletin boards shall not result in the removal or restriction of the AFSCME's use of other existing bulletin boards currently in use by the Union. Such boards shall be of reasonable size and material and designated A.F.S.C.M.E., AFL-CIO Local No. 1180. Bulletin boards shall be placed in locations mutually agreed upon by the parties. Such AFSCME 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.

B. AFSCME meetings.

C. AFSCME elections.

D. Reports of AFSCME committees.

E. Ruling or policies of AFSCME.

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 representative aware of any such removal of materials. If AFSCME disagrees with such removal, there shall be an informal meeting with the Department Manager or designee to seek resolution. If resolution is not reached, AFSCME may utilize the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual.

Section 10.7 Only designated bulletin boards shall be used for posting AFSCME 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. The Union may request that a safety audit be conducted in areas in which Employee safety concerns have been identified. Subject to the approval of City safety personnel, the Union President may accompany the safety official when such audit is conducted.

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 City agrees to provide time off with pay for a period not to exceed five (5) working days for five (5) representatives from AFSCME Local No. 1180 in addition to the President to attend the AFSCME National Convention held once every two (2) years provided that the representatives do not come from the same section within a Department.

Section 12.2 The City agrees to provide time off with pay for a period not to exceed three (3) working days for five (5) representatives from AFSCME Local No. 1180 in addition to the President to attend the State AFL-CIO Convention held annually provided that the representatives do not come from the same section within a Department.

Section 12.3 The Union will notify the employee's supervisor and Human Resources at least one (1) week prior to the State and National Convention which employees will attend.

Section 12.4 The City agrees to provide time off for five (5) employees to act as the negotiating team for Local No. 1180. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives of the City as well as up to one (1) hour for the Local No. 1180 negotiating team meeting which shall occur within one (1) week of a scheduled bargaining session. Negotiating team members shall be compensated for such time so engaged during the employee's regularly scheduled working hours.

Section 12.5 The duly elected Union President of Local No. 1180 shall be allowed one (1) shift per week with pay to conduct Union business. When elected President, the employee shall inform his/her direct supervisor of which day of the week will be designated for the performance of Presidential duties. Subject to the approval of the President's direct supervisor, the President may request that the day be changed or to split up the shift in half over two (2) days. In addition to the one (1) day of Union business provided, the Union President shall be allowed up to one (1) hour of Union Business time per day to return phone calls and e-mails provided that the President has not been absent from the work area that day for any reason not related to their work duties and including other Union responsibilities. The additional hour may be split at the discretion of the supervisor and may be cancelled based on staffing and or other emergencies. Prior to using paid time, the Union President must request authorization from the direct supervisor. The one (1) shift per week availability shall also apply to the Vice-President, in addition to other hours allocated the Vice President, 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 (when possible) to Employer in writing. The Union President may use this one (1) shift to conduct grievance investigations or any other Union related activities. It is understood by the parties this one (1) shift is in addition to time permitted the Union President to attend formal collective bargaining sessions. In the event a holiday falls on the designated Union business day of the President or Vice President, the President or Vice President shall be provided an additional one-half shift of Union business during the holiday work week to be designated by the employee's supervisor in order to ensure proper staffing for the work week. It is the duty of the President or the Vice President to notify their immediate supervisor of the need to change the designated Union business day at least sixty (60) days in advance.

Section 12.6 In view of Section 5 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the employee shall be factors considered by the City in making such a shift assignment decision.

Section 12.7 Except as provided within Sections 12.4 and 12.5, the City agrees to provide one (1) work shift (based on the employee's regular work shift) time off with pay per week for one (1) duly elected Vice President of Local No.1180 to attend to the duties of that office. When this Vice President is elected, the Vice President shall inform his/her direct supervisor of which day of the week will be designated for the performance of Vice Presidential duties. This designated day shall be the day for the Vice President to perform those duties unless agreed to otherwise by the supervisor. It is understood that the Vice President's 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 one-half (1/2) shift time off with pay per week for the duly elected Secretary Treasurer and one-half shift off with pay per week for the duly elected Recording Secretary of Local No.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 12.8 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.

ARTICLE 13 – DISCIPLINE

Section 13.1 The City reserves the right to discipline or discharge any non-probationary employee for just cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure as applicable. In the administration of this Article, all discipline shall be reasonably 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. If the employee disagrees with the written Employee Counseling Record, 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. However, should an Employee grieve or appeal any employment action in the future, counseling records may be used as evidence in these grievance hearings or appeals.

Section 13.5 Management shall make a good faith effort to complete investigations into alleged offenses and to provide notification of hearing to Employees within thirty (30) calendar days from becoming aware of the alleged offense. A disciplinary action report should be offered to the employee within seven (7) calendar days of completion of a final pre-action or pre-termination hearing resulting in discipline or termination. Upon Management providing written notice of a delay in the process stated above, Management will be given additional time. The written notice shall provide the Employee with an estimated date when the process shall be completed.

Section 13.6 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 (or equivalent work hours) prior to a pre-action~~such~~ hearing and five (5) working days (or equivalent work hours) prior to a pre-termination. 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, 6) the name of the hearing officer.

Section 13.7 Notice of a pre-action hearing means that the Employee is being considered for discipline involving a written reprimand, suspension without pay, or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the Employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing. In cases involving written reprimand, the Employee may waive the right to a hearing by initialing a waiver of hearing notation on the disciplinary action form.

Section 13.8 Disciplinary hearings shall be conducted by a certified hearing officer from outside the department ~~except in the Streets and Storm Water and Water and Sewer Departments 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. In any pre-action or pre-termination hearing, the burden of proof shall fall upon management to show just cause for the subject discipline. 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~~Human Resources Director or designee. Upon conclusion of the hearing and the recommendation of the hearing officer, the Department Head shall make the final determination of discipline (if any).

Section 13.9 Discipline shall include: written reprimands, suspensions without pay, 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 or under the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual, as appropriate.

Section 13.10 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 determine the length of paid administrative leave~~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 13.11 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 13.12 Employees shall be allowed to review and copy contents of his/her Human Resources personnel file under appropriate supervision and with reasonable advance notice. Stewards or other Union representatives shall also be allowed to review and copy the contents of an Employee's Human Resources personnel file with dated, written authorization from such Employee. The written authorization shall include a statement that the Employee releases the Employer from all liability regarding the disclosure of these records, and that the Union agrees to defend, indemnify, and to hold the Employer harmless for any legal proceeding arising from the disclosure of these records.

Section 13.13 It is agreed reduction of accrued vacation in lieu of suspension without pay is an effective means of corrective discipline. Vacation leave accrual reduction in lieu of suspension without pay for excessive absenteeism shall be offered to an Employee and, if accepted by an Employee, shall be considered a suspension without pay for purposes of progressive discipline. An Employee who commits a non-absentee offense for which the employee could be suspended without pay, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension without pay, which, if accepted, shall be considered a suspension without pay 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 – DISCIPLINARY AND PROMOTIONAL APPEALS AND GRIEVANCES

Section 14.1 All Civil Service Commission (CSC) related appeals and grievances by bargaining unit members shall be processed by the Employee or through the Union office. The Personnel Director shall notify the Union of any CSC appeals submitted by bargaining unit members that are not processed through the Union. 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 suspensions without pay, demotions and dismissals may be appealed to the Civil Service Commission with the exception that probationary Employees shall have no right to appeal disciplinary issues 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 without pay, 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 without pay, demotion or dismissal with the Personnel Director in accordance with provisions provided in Personnel Policy and Procedure 105 – Right of Appeal, the City Charter, and Civil Service Commission's Internal Procedures.

Section 14.4 The procedure and process for the Civil Service Commission is dictated by the Charter and the rules and procedures adopted by 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. 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. When the materials required for Civil Service hearing are submitted as required in the procedure, the Employee shall also submit to Human Resources a list of the three (3) witnesses that will testify at the hearing. 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 Discipline involving a written reprimand shall be handled according to the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual.

Section 14.8 A grievance involving a promotional matter shall be handled according to Personnel Policy and Procedure 127 – Merit Grievances.

Section 14.9 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 and required under the City Charter may not be extended.

ARTICLE 15 – CONTRACT 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. The grievance procedure set forth in this Article shall apply to all contractual issues except those issues involving suspension without pay, demotion or dismissal appeals, promotional matters, or written reprimand grievances which shall be processed under Article 14.

Section 15.2 Normally, except and unless specifically provided differently within particular sections of Article 15, no matter shall be entertained as a grievance under Article 15 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 contract grievances, other than as set forth in Section 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. 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 upon mutual agreement. 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 sixty (60) days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

Section 15.5 The parties may by mutual agreement, conduct mediation before arbitration and request and obtain a mediator from the Federal Mediation Conciliation Service or other acceptable source. The mediation effort will occur as soon as practical for purposes of resolving the grievance. If the mediation is not successful, the process for requesting arbitration will continue pursuant to Step 4.

Section 15.6 With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings and recommendations of the Arbitrator are final and binding on the parties to this Agreement to the extent allowed by law; however, the authority and responsibility of the Employer shall not be usurped in any manner that conflicts with the City Charter, City Ordinances, and State and Federal law. The Arbitrator's authority is strictly limited to the interpretation and application of the terms of this Agreement. The arbitrator's authority shall not extend to those extra-contractual (i.e., Worker's Compensation, Unemployment Compensation issues, etc.) matters for which a forum and remedy is available pursuant to law, and the arbitrator has no jurisdiction to render any decision for any matter for which another forum and remedy are available by law for resolution of such extra-contractual matters. The arbitrator's decision shall be based on the evidence introduced at arbitration, and the arbitrator shall not rely on any evidence not admitted at arbitration. The Arbitrator will have no jurisdiction to establish a new agreement or any variation or modification of the present Agreement nor to arbitrate away, in whole or in part, any provision of this Agreement or any supplements thereto or amendments thereof; nor shall any wage structures or structure of job classifications covered by this Agreement be subject to arbitration. This will not preclude individual wage grievances.

Section 15.7 It is specifically and expressly understood that taking a contract grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grieving party and all persons it represents to litigate or otherwise contest the disputed subject matter in any court or other forum. AFSCME Local 1180 and the City will share the cost and expenses incurred by the Impartial Arbitrators equally. If a transcript of the proceedings is requested, the parties shall share the cost of the transcript equally.

Section 15.8 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 EVALUATION

Section 16.1 The Employer's performance evaluation system as applied to Bargaining Unit Employees will be fair, equitable, objective and job related.

Section 16.2 The completed performance evaluation shall be placed in the employee's personnel file after he/she has electronically acknowledged and received a copy of the evaluation (Performance, Planning and Review Record), or after the employee's supervisor and an exempt witness acknowledge electronically that the employee has refused to acknowledge. While employees are required to acknowledge the performance evaluation form, the employee's acknowledgement does not imply agreement with the contents of the evaluation, but indicates only that the employee has reviewed the completed PPR form. Within five (5) days of the PPR being presented to the employee, that employee must acknowledge the PPR and submit any comments regarding the PPR through the Munis system. The employee comments will remain attached to the

acknowledged PPR. Continued failure to acknowledge the PPR will result in starting the disciplinary process for the employee.

Section 16.3 If Management adds comments to the evaluation after the evaluation has been acknowledged by the employee, Management shall notify the employee of the change and said changes shall be initialed and dated by Employee.

Section 16.4 There shall be at least one (1) documented evaluation session per rating period completed in accordance with Personnel Policies and Procedures Section 703 for each 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 Non-sworn employees may be eligible to receive a Special Merit Increase at the recommendation of the department to reward exemplary performance in accordance with Section 217 of Personnel Policies and Procedures. Special Merit Increases are subject to funding and final approval by the Mayor.

ARTICLE 17 – SAFETY AND HEALTH

Section 17.1 The Employer and the Union will cooperate in the communication and enforcement of safety rules and regulations for the purpose of providing a safe and healthful working environment. Departments shall maintain on-going viable safety programs for this purpose. The Cardinal Rules of Safety (Personnel Policies and Procedures 903, also attached hereto as Appendix F) are the foundation for a safe workplace. The Cardinal Rules of Safety and any other City Personnel Policies and Procedures referenced in this Agreement are not negotiated terms but are rights of the Employer as referenced in Article 2 of this Agreement. Violations of established safety rules and regulations may be subject to disciplinary action. The Employer and the Union insist on the observation of safety rules, regulations and procedures.

Section 17.2 All unsafe or unhealthful working conditions shall be reported to the supervisor. The supervisor may request the aid of safety personnel in making assessments of hazards and remedies if desirable and necessary. The employee is to perform work in a safe manner and management is to see that the work place is reasonably safe and healthful. Should any employee feel an imminent danger (conditions or practices exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated) exists, the employee shall notify his/her supervisor immediately. Work or operation of unsafe equipment shall cease until the supervisor properly investigates and takes corrective action when an imminent danger exists. The Human Resources Safety and Training Division shall be contacted at any time by supervision when concerns continue that the imminent danger issues have not been resolved. Safety Division staff (if available) shall provide advice and assistance and may make any appropriate recommendation regarding the situation in question, including stoppage of work on a site until appropriate corrective action occurs when Safety staff has made a determination that imminent danger exists.

Section 17.3 No person shall discharge or in any manner restrain, coerce, threaten or discriminate against an employee for well-intended reporting of unsafe or unhealthful conditions. If an employee believes sufficient remedy has not taken place in response to his/her request, the matter may then be entered as a written grievance in Step Two (2) of the grievance procedure within five working days of the conclusion of the department's investigation. Management may take disciplinary action when allegations of imminent danger have no reasonable basis. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration. If the Union is not satisfied with the third step resolution, they may file a complaint with the appropriate State or Federal governing authority.

Section 17.4 The City and the Union recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the Union agree that substance abuse in the workplace may represent a threat to personal and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are subject to and encouraged to review the City's Personnel Policies and Procedures applicable to substance abuse, drug testing, and discipline, as stated in Safety and Health Manual Section 109, Drug Testing Policy and Section 112, EAP Program Information.

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 plan benefit changes that would potentially affect an employee's pension benefits, such committee shall include two (2) AFSCME Local 1180 employees who shall represent the interests of all bargaining units of AFSCME 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 – PAY ADMINISTRATION

Section 19.1

A. Employees shall be placed within the Appendix A pay chart, as appropriate, on the same step and within the same pay grade that he/she had on the day prior to the execution of the Agreement.~~June 30, 2018.~~

B. A Satisfactory Performance Increase ("SPI") is an increase in pay involving movement from one pay step to the next pay step within the same pay grade and requiring a qualifying performance rating in accordance with Section 703 of

Personnel Policies and Procedures. Funding and implementation of future SPI's, if any, shall be determined through negotiation and budgetary processes, and shall normally be effective on or about January 1st of each year if negotiated and budgeted for that fiscal year.

C. Effective January ~~6~~5, 202~~0~~19, employees shall be moved to the Appendix A-1 pay chart within the same step and paygrade he/she had on January ~~5~~4, 202~~0~~19. ~~Appendix A-1 represents a two percent (2%) across the board increase.~~ No SPI's will be implemented in FY 20~~18~~19-20~~19~~20. Appendix A-1 represents a ten percent (10%) across the board increase.

~~**PAYCHECKS**~~

~~**Section 19.2** Employees who do not participate in direct deposit shall receive their paychecks prior to the end of their normal work shift. Employees on evening or night shifts may pick up their checks at any time after the department has received the checks from the Payroll Department.~~

~~**Section 19.3** When a payday falls on a holiday, employees will be paid on the last normal workday prior to the holiday.~~

~~**Section 19.4** When applicable, paychecks shall be distributed to employees in sealed envelopes whenever practical and possible.~~

PROMOTION AND PROGRESSION

Section 19.~~5~~2 Upon promotion, an employee shall normally be paid at the lowest pay step in the higher pay grade that results in a minimum ten percent (10%) increase in base salary, not to exceed the top step of the range. Upon progression, an employee shall normally be paid at the lowest pay step in the higher pay grade that results in a minimum five percent (5%) increase in base salary, not to exceed the top step of the range.

DEMOTION

Section 19.~~6~~3 The pay rate upon demotion shall be governed by the following provisions:

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

B. When an employee is returned to his/her former classification during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to the promotion as though a promotion had not been granted. In such instances, the employee shall be eligible for any performance increase he/she normally would have received.

RECLASSIFICATION

Section 19.~~7~~4 Reclassification does not affect the employee's rate of pay except to bring it within the new pay range. If the reclassification moves the employee into a pay grade where the former pay is between pay steps, the employee will be placed in the higher step. This rate shall not exceed the maximum of the new pay range.

TRANSFER AND VOLUNTARY DEMOTION

Section 19.~~8~~5 When a lateral transfer (a promotional process not involving a change in grade level) is made from one classification to another or to a lateral grade level position in a different department, the base pay of the transferred employee shall remain unchanged.

OUT OF CLASSIFICATION AND LEAD PAY

Section 19.~~9~~6 Employees required to work in a higher classification shall be governed by the following provisions:

A. Employees shall, when temporarily assigned by their appropriate supervisor to work in a different and higher-rated job classification, be compensated for such work at the higher pay rate. The employee's pay shall be adjusted in accordance with the rules of pay involving promotion. The employee shall be paid at the higher rate for time actually worked in the higher classification. If the assignment is for less than four (4) hours duration, then no pay change shall be made. Out of classification assignment shall not be broken nor shall employees be relieved from out of classification assignment solely for the purpose of avoiding out of classification pay. Employees who work an entire workweek, as defined in Article 24, out of class in an exempt position are not entitled to receive overtime compensation for that workweek. Employees shall not be eligible to receive out of classification pay for more than thirty (30) workdays in a fiscal year without the department forwarding a letter to the Human Resources Director requesting and resulting in the approval of an extension. Employees who are part of a progression family shall be eligible for out-of-class pay when required to operate heavy equipment that is rated for a higher job classification and/or grade, per the provisions of this sub-section.

B. An employee who is assigned to supervise one (1) or more other persons in positions of the same grade or non-lead positions supervising court or jail worker(s) shall be paid $1.50 per hour in addition to his/her normal rate of pay during such assignment, provided the assignment shall be for at least one full workday. The employee assigned to supervise shall be considered a "leadman" during such assignment.

C. Provisions of this Section shall not apply to employees when selected for any in-service training programs that the City may establish that are designed to prepare employees for advancement to positions requiring higher skills and more responsible duties.

D. It is understood that out of classification work assignments give employees improved qualifications, skills and knowledge that enhance an employee's opportunities for receiving promotions and/or enhanced performance evaluations.

1. Distribution of out of classification assignments shall be distributed as evenly as possible among qualified employees by department, division, section, classification, and shift. However, it is understood by the parties that supervisors shall have the discretion to select a different employee for a specific assignment based on reasonable work considerations that may include specific knowledge, skills, performance, or safety concerns that support such a selection.

2. Extremely hazardous work situations that call for special technical knowledge or hazardous environment experience may necessitate bypassing equalization procedures.

3. Management and the Union shall review the out of class equalization quarterly at the regularly scheduled Labor Management meetings as prescribed in the contract. The purpose of such reviews shall be to monitor the effectiveness of the program and to review and remedy deficiencies in the program, particularly special circumstances that may arise under Section 19.~~9~~6 D.2.

SHIFT DIFFERENTIAL

Section 19.~~10~~7

A. All employees shall receive, in addition to their regular pay, a shift differential of $.75 per hour for hours worked between 6 p.m. and 6 a.m.

B. Employees on regularly scheduled day shifts who are called back and work between 6 p.m. and 6 a.m. shall receive shift differential pay for the hours worked between 6 p.m. and 6 a.m.

C. Shift differential pay applies to approved leaves based on the employee's regular assigned shift for any time off requested between the hours of 6 p.m. and 6 a.m. Shift differential shall be used in computing the adjusted overtime rate. However, shift differential pay shall not apply to any payout of accrued sick leave or vacation leave at termination of employment.

MILEAGE ALLOWANCE

Section 19.~~8~~11 All employees who are required to use their personal vehicles on official City business will be reimbursed based on the IRS maximum mileage reimbursement rate and in accordance with the policies and procedures approved by the Mayor for all City employees. Should, during the term of this Agreement, an additional mileage allowance be provided to other

City employees, then such allowance shall also be provided to employees covered by this Agreement.

PAYMENT FOR SCHOOLS/LICENSE EXAMINATIONS

Section 19.~~12~~9 Employees shall be compensated to attend schools, seminars, and/or license examinations when such attendance or licensure is required by the City in the course of the employee's regular employment. Compensation for Commercial Driver's License renewal fees shall be paid at a rate which covers the difference between a standard "Class D" license and the appropriate higher level CDL and any endorsements required by the City of Tulsa and/or the State of Oklahoma. It is understood the City will also pay the excess costs for CDL licenses, which are higher than the employee's current job requires to encourage employee skill development and promotability.

SURVEYS

Section 19.1~~3~~0

A. The parties agree certain surveys to compare relative wage rates, longevity type payment, and internal equity grade level determinations for bargaining unit employees with those in local industry and towns within the Tulsa area and in cities of comparable size shall be conducted at least every two years. The parties agree that the comparable cities to be included in this market survey are Austin, Texas; Fort Worth, Texas; Kansas City, Missouri; Tucson, Arizona; Nashville, Tennessee; Omaha, Nebraska; St. Louis, Missouri; Oklahoma City, Oklahoma; Wichita, Kansas; and Dallas, Texas. The survey will utilize certain benchmark positions to be identified each year to assist in comparing relative wage rates, longevity, and internal equity determinations. The parties understand and agree that all wage surveys shall include an adjustment of the LT market wage position to reflect the City's longevity pay.

B. The parties agree this survey provision shall not be prospectively applied so as to mechanically dictate a particular wage or grade level for any position. Other factors to be considered include but are not limited to information regarding minimum and maximum pay steps, weighted average wages paid, relative differences in the cost of living between locations based on the ACCRA index, and the unique characteristics of the City of Tulsa, including but not limited to operational priorities, available and projected revenues, and other administrative salary and equity concerns.

C. The parties agree that the City will conduct and make a reasonable attempt to complete such a survey prior to March 1. The parties further agree that the City will provide a draft summary of market wage position to the Union at least two (2) weeks prior to March 1st and to be considered complete by March 15th. Advice and input from the Union will be sought by the City prior to actually gathering the survey information. The parties will meet and confer after completion of such a survey on the information obtained.

LONGEVITY

Section 19.114 Effective July 1, 2008, each employee shall receive longevity pay of four dollars and eighty cents ($4.80) per month for each year of service from the employee's date of hire, beginning after the employee has completed five (5) years of service, at the rate of twenty-four dollars ($24) per month, and shall increase by four dollars and eighty cents ($4.80) per month each year thereafter through the completion of twenty (20) years of service.

PAYMENT OF BACK CLAIMS

Section 19.152 Back wages shall be paid to any employee upon a finding that same employee is entitled thereto, in such amounts as may be determined through the Grievance and Arbitration Procedures.

Section 19.163 No claim for back pay or wages for employees who are terminated or suspended shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage excluding over-time pay for potential unscheduled overtime work. Said claims for back pay or wages shall be reduced by monies received from the State Employment Service, Worker's Compensation, or other employment compensation received by the employee or employees or which would have been received upon proper application for such compensation.

Section 19.174 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 19.185 All back wage and benefit claims against an employee shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years unless there is a finding of criminal wrongdoing or fraud.

ARTICLE 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 ~~Effective July 1, 2018~~, the Employer will continue to contribute toward full time employees health insurance premiums at the rate that became effective in January 2019.~~in the following amounts, regardless of the specific health plan the employee selects: $5,550.00 per plan year for the employee only; $9,350 per plan year for the employee and at least one eligible child; $10,075 for an employee and one spouse; or $13,850 per plan year for the employee, one spouse and at least one eligible child (family).~~ The contribution is prorated for new hires, so that new hires and current employees pay the same bi-weekly rate.

Section 21.2 Effective January 1, 20~~19~~20, the Employer will contribute toward full-time employee and family health insurance premiums in the amounts as determined by the City-wide benefits committee which shall include the President of AFSCME Local 1180 and one (1) additional representative selected by AFSCME Local 1180 ~~includes a representative selected by AFSCME Local 1180~~. Such contributions shall be prorated for new hires, so that new hires and current employees pay the same biweekly rate.

Section 21.3 Employees may only change elections during open enrollment periods and certain life events as designated by the Employer and as required by law.

ARTICLE 22 – SENIORITY

Section 22.1 City seniority according to this Agreement shall consist of the continuous, accumulated paid service of the employee with the Employer. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or lay-off not to exceed twelve (12) months.

Section 22.2 Classification seniority according to this Agreement shall consist of continuous, accumulated paid service of the employee within a classification. The computation of classification seniority shall take into consideration changes in classification titles which reflect an evaluation of the position without contemplating changes in the duties, responsibilities, and nature of the work itself.

Section 22.3 City seniority shall be a factor of consideration in reduction in force, reemployment after lay-off due to reduction in force, and expenditure of vacation leave. The extent to which such seniority shall be a factor is specified in the Article covering reduction in force and vacation leave contained in this Agreement.

Section 22.4 Classification seniority shall be a factor of consideration in shift assignment when not rotated. The extent to which such seniority shall be a factor shall be specified in Article 24 – Hours of Work and Rest Periods.

Section 22.5 A City seniority list shall be brought up to date quarterly and a copy shall be furnished to the Union President within fifteen (15) calendar days at the end of the quarter. Such list shall include the employee's name, department, position number, classification title, date of classification, pay grade and step within the pay grade, and date of employment.

Section 22.6 Classification seniority lists may be sent or delivered to the Union President~~Secretary of Local No. 1180~~ when utilized as a factor specified in this Article. Such lists shall contain only the names, department, and seniority dates of those employees applying for rights based upon classification seniority as specified in this Article.

Section 22.7 All seniority rights shall be forfeited by:

A. Resignation.

B. Discharge for cause.

C. Lay-off in excess of one (1) year.

D. Failure to report within ten (10) calendar days upon notice of recall from lay-off.

E. Retirement.

F. Disability separation.

ARTICLE 23 – OUTSIDE EMPLOYMENT

Section 23.1 Employees may obtain second jobs with another employer provided that:

A. The Employee's department head or designee is informed in writing of the second employment. An Employee must 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. No Employee's authorized outside employment shall have, or potentially have, a conflict of interest with the City, or interfere in any way, including but not limited to physical or mental capacity, with the Employee's ability to perform his or her City job.

D. The performance of the outside employment cannot be construed by the public to be or to constitute an official act of the City.

ARTICLE 24 – HOURS OF WORK AND REST PERIODS

Section 24.1 The normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of lunch periods. The normal workweek shall consist of seven (7) consecutive 24-hour periods commencing at 12:01 a.m. each Sunday morning and ending at 12:00 midnight. Saturday evening, seven (7) calendar days later. The regular weekly work schedule shall consist of either five (5) consecutive workdays of eight (8) consecutive hours each or four (4) consecutive workdays of ten (10) consecutive hours each. The regular work schedule for twelve (12) hour shifts shall be administered as follows: the first week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours; the second week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours and one (1) consecutive workday of eight (8) consecutive hours; and the twelve (12) hour schedule shall alternate every other week. It is understood employees shall be compensated for only those hours actually worked and overtime shall be provided for those hours worked in excess of forty (40) hours per workweek except as provided in City leave policies within Personnel Policies and Procedures and/or this Agreement. Leave accruals and holiday leave shall be pro-rated for part-time employees based on their regular weekly work hours.

Section 24.2 Appointing authorities may, at their discretion, establish hours and tours of duty for their department, for specified units, or for individual employees as may be necessary to provide adequate service. In the interest of equity and uniformity, however, such hours shall conform to the following provisions:

A. The standard hours that are established for full-time employees shall total forty (40) hours a workweek.

B. Lunch periods may be established as one-half (1/2) or one (1) hour, but not otherwise; provided that in the case of employees who, subject to the approval of Human Resources, are required to eat a meal while at work no lunch hour will be scheduled. An unpaid meal period must be taken by any employee who works a minimum of six (6) hours per day. Employees shall be required to work during a lunch period only due to an emergency or business necessity.

C. Lunch time shall be deducted from the workday in establishing the total hours worked. Employees are required to clock in and out for meal periods. If an employee performs any work during their meal period, the employee must report the time worked to his/her direct supervisor. Employees without access to a time clock at lunch will document the time spent on the lunch break and report it to their supervisor for proper recording in the payroll system. Employees who participate in the auto-deduct program shall report any time that is less than or exceeds the scheduled/programmed lunch period.

D. For purposes of discipline, Employees shall be given a five (5) minute grace period at the start of the shift. Employees consistently late, even if within the five (5) minute grace period, shall be subject to disciplinary action.

E. 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. Employees are not to perform any work that is not reported as worked, nor are they to report as worked any time that was not in fact worked.

Section 24.3 Prior to a permanent change of an employee's normal work shift, reporting location or days to be worked within the workweek, the employee shall be given at least five (5) calendar days' notice of such change. Employees who are designated as relief operators shall not be subject to the advance notice requirement, but they shall receive the shift differential provided for in Section 19.10 for all hours worked regardless of shift worked. In the event of an emergency situation which necessitates the change of an employee's shift or days worked whereby it is impossible to provide the required notice, the employee shall be notified of such change at the earliest possible time. The purpose of avoiding overtime payments shall not be construed to be an emergency situation under the provisions of this Section.

Section 24.4 For purposes of this Section, normal working hours ("regular work hours") shall be defined as those work hours beginning on or after 6:00 a.m. and ending 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 November 15, 2018 and December 15, 2018 employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period January 1, 2019 through June 30, 2019. Shifts shall be determined and assigned by December 23rd and shall become effective the first Sunday in January.~~

~~B.~~ A. Between May 15~~, 2019~~ and June 15~~, 2019~~, Employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period July 1st through June 30th. Shifts shall be determined and assigned by June 23rd. Shifts shall become effective the beginning of the first pay period following July 1st.

~~C.~~B. Except where impractical due to skill levels of employees or where special working conditions exist which would preclude certain employees from working specific shifts, shift assignment shall be made on the basis of classification seniority, provided however that shift bid rights for employees of similar classification at water and wastewater plants shall be determined by specific plant location seniority.

~~D~~C. Where shifts are regularly rotated among employees, the provisions of this Section shall not apply.

~~E~~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 C of this Section.

~~F~~E. Managers and supervisors may conduct general shift bid procedures for all employees within their work area (in accordance with Section 24.4A or 24.4B time frames) regardless of employees' normal working hours as defined within this section. Such general shift bid selection procedures are understood by the parties to be at management's discretion and shall not be considered in violation of normal shift bid procedures.

Section 24.5 Employees normally will be given a fifteen (15) minute rest period during each one-half work shift of each day. The Employer will make every effort to plan work so as to permit such rest periods. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

Section 24.6 Rest periods shall not be contiguous to the lunch period, and they may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday.

Section 24.7 Employees are allowed to utilize Paid Volunteer Leave for approved programs as described in Section 300 of the Personnel Policies and Procedures Manual subject to the conditions outlined for each program and supervisory approval.

ARTICLE 25 – LEAVE OF ABSENCE WITHOUT PAY

Section 25.1 "Authorized Personal Leave" (APL) applies after exhausting all other applicable leave and shall be scheduled at least twenty-four (24) hours in advance and approved by the employee's supervisor except when utilized per the provisions of Section 34.9. APL shall not be considered negatively or held against the employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand APL shall be considered authorized leave without pay and shall be coded "APL" on timesheets, leave reports and for all payroll purposes. APL shall be closely monitored and shall normally be used only for non-illness related absences.

A. The employee shall request approval of APL in writing to the appropriate supervisor. The request shall specify the dates and the reason for APL.

B. All requests for APL in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave. Any APL in excess of six (6) months must be approved by the Mayor or designee.

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

D. "Leave Without Pay" (LWOP) shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as "LWOP" on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an employee's failure

to contact his/her department during such a leave of absence without pay, the employee shall be subject to possible disciplinary action which may include dismissal.

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

F. Any employee who shall receive payment for work performed for any employer other than the City of Tulsa while on either APL or LWOP shall be subject to immediate dismissal, except when an employee has received specific written approval from the department head or designee for use of such leave for the purpose of outside employment (also see 25.1B).

G. Failure on the part of an employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

ARTICLE 26 – CALL-IN AND STAND-BY

Section 26.1 An employee who has been relieved from duty and has left the premises of his/her work location and is subsequently recalled to duty to perform work which is not continuous with the employee's next regular work period shall be compensated for a minimum of two (2) hours overtime at the pay rate of one-and-one-half (1-1/2) times the regular rate. The minimum two (2) hours overtime compensation standard shall apply to both regular call-in and stand-by call-in, except that on the employee's holiday, a minimum of four (4) hours overtime compensation shall apply. For purposes of this Article only, Holiday shall mean the actual Holiday (as listed in Section 28.1 A-K) and/or the day on which the employee is to observe the holiday per Section 28.2A.

Section 26.2 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 26.3 All employees scheduled for stand-by assignment shall be provided with a pager, when possible, for use during the course of said assignment. Employees shall not be scheduled for stand-by or allowed to work standby during periods of sick leave, vacation in lieu of sick leave (or any other paid leave used in lieu of sick leave), LWOP, injury leave, military leave, or suspension. When an employee requests to use vacation, APL, floating holidays, or compensatory time of one (1) day or more (including regular days off), the employee may indicate that the employee is available to work stand-by during the requested leave period, which shall begin following the last scheduled work shift preceding the leave period. An employee who is required to be on stand-by away from the work location during non-work hours for possible emergency overtime work shall be compensated at the rate of one dollar and fifty cents ($1.50) per hour. Stand-by pay shall be reduced by the amount of hours actually worked during such stand-by period. All time worked

during a stand-by period shall be compensated at one-and-one-half (1-1/2) times the basic hourly rate of the employee. Such hours spent on stand-by away from the work location shall not count as time worked for computing total hours worked in any one (1) day or any one (1) workweek.

Section 26.4 Employees shall be allotted a reasonable amount of time to report for work after a call-in or standby contact from their work unit. Circumstances such as weather or other unusual situations or employee emergencies shall be a factor in determining a reasonable amount of time to report to work. Normally, a reasonable amount of time shall be accepted as one (1) hour from the time of personal contact. An employee who fails to respond to standby contact from their work unit shall be afforded consideration of circumstances related to the failure to respond through a pre-action or pre-termination review as appropriate. However, due to the business requirements and emergency response nature of many City work areas as well as the consistent enforcement of work rules, it is understood that employees are personally responsible to ensure every reasonable effort is made to remain consistently available for contact by his/her work unit.

Section 26.5 Employees who are contacted and required to conduct work over the phone or computer shall be compensated for the actual time spent on the phone or computer performing the work. Phone and computer response work is not subject to the minimum time requirements set forth in Section 26.1. Prior to the end of the next scheduled shift, an employee shall notify his/her supervisor, in accordance with departmental procedures, to record the actual time spent performing such work.

Section 26.6 A committee shall be established following the provisions of Article 9 – Labor-Management Relations, to review departmental standby and call-back policies and make recommendations to the Department Head(s) and Human Resources Director as applicable.

ARTICLE 27 – REDUCTION IN FORCE

Section 27.1 The Human Resources Policies and Procedures Manual Section 129 Reduction for Economy or Abolition of Position (Layoff) and Section 509 Benefit Provisions Upon Layoff shall be used for administering the layoff process except for the severance pay schedule which shall follow the provisions of Section 27.2 below. City seniority shall be prorated for part-time Employees. Employees eligible for and electing to retire in lieu of layoff off shall not be eligible to receive severance pay.

Section 27.2 Any full-time, non-probationary employee who is laid off due to economy reasons or when a position is abolished, shall be provided severance pay at his/her basic hourly wage rate in accordance with the following schedule:

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

9	135
10	150
11	165
12+	180

Section 27.3 The Employer shall notify and consult with the Union prior to advertising any written bid specifications involving contracting out of City services that are currently performed by Employees within the classifications covered by this Agreement, when such contracting would result in a layoff or abolishment of positions. Notification will follow the procedures listed below unless the notification process must be waived by management due to emergency reasons:

A. Notification of possible contracting shall be provided by management in written form to the Union President and a Chief Steward at the earliest possible time after the initiation of any formal study, committee, or subcommittee established to review and document the purpose and scope of such contracting out.

B. The notification shall include the department, division, and employee classification(s) that may be affected by such contracting, and shall include at least rough draft, written specifications regarding the work and services that may be affected and covered by such a contract.

C. The Union shall have fifteen (15) working days after management notification to respond to the appropriate department head and the Human Resources Director in writing with a listing of any concerns and shall include notice of any desire on the part of the Union to gain further clarification or provide further input through a meeting or meetings. Failure by the Union to provide such written response shall be considered a waiver of the union's opportunity to raise any further issues or concerns with the contracting issue. Management shall set a date and provide the opportunity for such meeting(s) not earlier than five (5) days and no later than fifteen (15) days after any such Union request. Further, management shall not be required to delay contracting efforts or processes for more than thirty (30) days to complete any Union consultation requested by the Union under this Article and Section.

D. If the Union notifies management of a failure to provide such written notice to the Union on such contracting of work or services covered by this Agreement, that failure, if recognized through reasonable evidence, shall be considered a violation of this Agreement and shall result in the parties initiating the processes described in C above to reconsider and review the related issues with the Union prior to contracting out non-emergency work.

Section 27.4 Whenever the City engages in any efforts that involve contracting out jobs of bargaining unit members, the City shall always afford the Department, with the assistance of the Union, the opportunity to competitively bid in order to gain or retain the work and positions within the City.

ARTICLE 28 – HOLIDAYS

Section 28.1 The following days shall be observed as holidays and employees shall be granted time off with pay, for eight (8) or ten (10) hour shifts unless required to work:

A. New Year's Day (January 1st)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. Good Friday (Friday before Easter)

D. Memorial Day (Last Monday in May)

E. Independence Day (July 4th)

F. Labor Day (First Monday in September)

G. Veteran's Day (November 11th)

H. Thanksgiving Day (Fourth Thursday in November)

I. Friday after Thanksgiving

J. Christmas Eve (December 24th)

K. Christmas Day (December 25th)

L. 2 Floating Holidays (See Section 28.2H for restrictions)

Section 28.2 The granting of holidays observed by the City shall be subject to the following provisions:

A. For employees whose regular days off are Saturday and Sunday, when a holiday falls on Saturday it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday or next workday as designated by the City. For employees whose regular days off are other than Saturday and Sunday, the observance of the holiday shall be the actual day defined in Section 1 of this Article, except that when a holiday falls on an employee's scheduled day off, either the workday preceding the holiday or the Employee's next scheduled work day shall be observed as the holiday as determined in advance by the Employee's supervisor based on the operational needs of the department. For night and evening employees whose regular shift extends beyond midnight, when a holiday falls on the employee's scheduled day off and/or the shift begins the evening of the holiday as defined in Section 28.1 or this Section, the employee shall observe the holiday on the calendar day following the holiday designated in Section 28.1 or this Section. Employees shall be given at least thirty (30) days advance notice of their designated holiday.

B. An employee required to work on a scheduled holiday shall be compensated in money at time-and-a-half (1-1/2) his/her straight time rate for the hours actually worked on the holiday in addition to the normal rate of pay for all hours worked on that day through eight (8) or ten (10) hours. In the event an employee works more than eight (8) or ten (10) hours on a holiday, the employee shall be paid two (2) times his/her straight-time rate for such hours worked in excess of eight (8) or ten

(10) hours during the holiday. An employee who is scheduled to work on a holiday shall be notified of such holiday work not less than five (5) calendar days prior to the holiday. In the event of an emergency situation which necessitates requiring an employee to work a holiday without five (5) days notice, the employee shall be notified of such work at the earliest possible time.

C. An employee who is scheduled to perform work on a holiday which is not contiguous to a regular work shift shall be compensated for a minimum of four (4) hours overtime pay. For purposes of this subsection only, Holiday shall mean either the actual Holiday (as listed in Section 28.1 A-K) or the day on which the employee observes the Holiday (per Section 28.2A), but not both.

D. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended; however, when an employee is absent on a holiday for which he is scheduled to work, the holiday is forfeited and such time will be deducted from his or her Sick Leave or charged to leave without pay whichever is applicable and he shall not be eligible to receive an additional day off with pay at a later date. In order for sick leave deductions to be applicable when an employee is absent on a holiday for which he/she is scheduled to work, the absence must be verified by a statement from a medical doctor.

E. Holiday pay shall not be paid if the employee fails to work his/her regularly scheduled workday immediately prior to or following a designated holiday unless on paid leave which has been approved by the employee's supervisor. Employees on leave without pay before, after, or during a holiday will not be paid for the holiday.

F. An employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday.

G. All hours actually worked on a holiday shall be considered overtime for the purposes of overtime equalization as defined in Article 34.

H. Floating Holidays

1. Initial hire, probationary employees shall receive a prorated number of floating holidays during their first year of employment as follows:

   If hired January 1 through April 30 = 2 days (16 or 20 hours based on shift)

   If hired May 1 through August 31 = 1 day (8 or 10 hours based on shift)

   If hired September 1 through December 31 = 0 days

2. Initial hire, probationary employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.

3. The Floating Holidays must be scheduled at least twenty-four (24) hours in advance. The Department Head or designee must approve the day(s) off and employees shall not be allowed to work on either designated Floating Holiday. If either day is not used during the calendar year, it shall not be compensated for either in pay or time off. Employees who terminate from the City and have not used their Floating Holiday(s) shall not be compensated for it.

I. Holiday Pay shall be inclusive of shift differential.

Section 28.3 With the exception of Floating Holidays, the holiday shall count towards hours worked when computing overtime.

ARTICLE 29 – VACATIONS

Section 29.1 Vacation leave will be accrued on the first day of the month following completion of thirty (30) days of continuous service in accordance with the following chart:

Years of Continuous Service	Monthly Accrual	Yearly Accrual	Equivalent 8-hour days
Date of employment to completion of 5th year	9 hours, 20 minutes	112 hours	14 days
5 years but less than 10 years	10 hours, 40 minutes	128 hours	16 days
10 years but less than 15 years	14 hours	168 hours	21 days
15 years but less than 20 years	15 hours, 20 minutes	184 hours	23 days
20 years but less than 25 years	16 hours, 40 minutes	200 hours	25 days
25 years or more	17 hours, 20 minutes	208 hours	26 days

Section 29.2 The maximum amount of vacation leave that may accumulate in an employee's vacation leave account at any time shall be twice the amount for which the employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an employee who has reached the maximum amount. No employee shall be compensated for or allowed to use leave time which is above accrual limits. Any vacation leave accruals lost due to inaction by an employee will not be reinstated.

Section 29.3 Vacation leave with pay shall be granted to employees in accordance with the following provisions:

A. An employee must complete three (3) months of employment before becoming eligible to expend accrued vacation leave.

B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an employee's vacation because of work requirements. City seniority shall be a factor in the scheduling of vacation leave where practicable and such scheduling shall be documented in writing. However, seniority cannot be used as a basis for canceling a less senior employee's previously approved and scheduled vacation.

C. Vacation leave shall not exceed the total amount accrued to an employee at the time of the proposed departure.

D. Vacation leave 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 13.11.

F. Unless an employee is approved to flex their time, the amount of vacation leave used by an employee shall be the amount of time the employee was absent during his/her scheduled work day. Work and/or crew assignment shall be a factor of consideration in such decisions.

G. Vacation pay shall be inclusive of shift differential.

H. Upon separation an employee shall be paid for the unused portion of their accrued vacation leave, provided the employee has completed six (6) months of employment with the City, and except as limited by Section 29.3(I).

I. An employee who is separated or resigns in lieu of discipline from the service of the City for embezzlement of City funds, fraud, falsification, theft of City property or resources (including theft of time), deliberate destruction of City property, or inappropriate use of City property or P-card shall be ineligible for payment of accrued vacation leave. Vacation leave payout at the end of employment may be withheld if the employee owes any type of repayment to the City, including for overpayment of wages.

J. Approved vacation leave shall be assumed to begin as soon as the employee has completed his/her last regularly scheduled workday prior to the approved leave. Approved vacation leave shall be assumed to end as soon as the employee has begun his/her first regularly scheduled workday following the approved leave. In the event of an emergency situation, which necessitates a change in the vacation schedule, the employee shall be notified of such change at the earliest possible time.

K. Normally, an employee must request to schedule vacation at least two (2) weeks in advance. However, work unit supervisors at their discretion may approve an employee's request for vacation leave upon shorter notice or in view of employee

emergencies. The employee shall notify his/her supervisor of the need to request such vacation at the earliest possible time. Approval of requests for vacation leave with less than seventy-two (72) hours notice shall be limited to no more than six (6) occurrences per calendar year.

L. All vacation leave requests over one hundred twenty (120) continuous hours must be approved by the department head and Personnel Director, except when vacation leave is taken as Family Medical Leave. The maximum amounts of vacation leave which can be used by an employee immediately preceding retirement is one hundred twenty (120) hours.

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, grandparent of the employee or spouse, grandchild of the employee, or "foster" or "step" ~~situations~~members within these relationships, the employee shall be allowed a leave of absence with pay of two (2) consecutive, eight (8) or ten (10) hour workdays.

Section 30.2 In the event of death of a brother-in-law, sister-in-law, nephew, niece, first cousin, uncle, aunt, great grandchild, great grandparent, including foster or step members within these relationships, ~~or the employee's aunt or uncle,~~ the employee shall be granted a leave of absence with pay of one (1) regular, eight (8) hour or ten (10) hour workday.

Section 30.3 Verification of death and relationship shall be made to the Employer upon request.

Section 30.4 An employee may request to use vacation, floating holidays, or APL for any additional time off beyond the time provided in Section 30.1 and 30.2. An Employee may also utilize sick leave when applicable and in accordance with Article 31 of the CBA.

ARTICLE 31 – SICK LEAVE

Section 31.1 Upon execution of this Agreement, sick leave shall accrue at the rate of eight (8) hours per month. An employee may accrue a maximum of twelve hundred (1200) hours of sick leave. Sick leave will be accrued to each employee on the first day of the month following completion of thirty (30) days of continuous service. Sick leave may not be expended until after completion of one (1) full calendar month of employment. Sick leave is provided as a benefit to the employee. Employees have no vested right to sick leave except as set forth below.

Section 31.2 For the purpose of this Article, "immediate family" shall be defined as a parent of the employee, spouse, child, or "step" or "adoptive" situations within these relationships or any other individual who stood in loco parentis to the employee when the employee was a child. A child is defined as under eighteen (18) years of age, or eighteen (18) years or older if the child is incapable of self-care because of a mental or physical disability. This also includes individuals for whom the employee is the current legal guardian.

Section 31.3 In the event that sick leave is used on the workday immediately prior to or immediately following an approved holiday, the employee shall receive no pay for the holiday unless the absence is verified by a statement from a medical doctor. Sick leave shall not be approved for workdays which are contiguous with pre-scheduled vacation leave unless the absence is verified by a statement from a medical doctor.

Section 31.4 Sick leave is used in the following situations:

A. When employees are 1) incapacitated by their own sickness or non-job-related injury; or 2) absent for medical appointments or treatment to include, dental, or optical appointments or treatment; or 3) exposed to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others.

B. For the necessary care and attendance of a member of the employee's immediate family who is 1) incapacitated by illness or injury or 2) for their medical appointments or treatment to include dental or optical appointments or treatment.

GENERAL ADMINISTRATION

Section 31.5 Sick leave shall be granted to employees in accordance with the following provisions:

A. Sick leave used shall not exceed the total amount accrued or credited to the employee at the time of his/her absence.

B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave at the discretion of the appointing authority.

C. After three (3) 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.

D. Holidays and other nonscheduled workdays are not included in computing sick leave expenditures.

E. Unless an employee is approved to flex their time, the amount of sick leave used by an employee shall be the amount of time the employee was absent during his/her

scheduled work day. Work and/or crew assignment shall be a factor in such a decision.

F. An employee not in a reserve status who leaves the classified service directly for military service and applies for re-employment within fifteen (15) days after rejection or ninety (90) days after honorable discharge from military service shall have his/her former unused sick leave credits reinstated if he is rehired within one year from the date of reapplication.

G. An employee who is laid off and returns to City employment within one year from the date of layoff shall also have his/her former unused accrued sick leave reinstated.

H. An employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her supervisor within a reasonable time prior to the beginning of the work shift if physically able to do so.

I. After an absence of three (3) or more consecutive working days, the employee shall present to the City Physician at the time they return to work a statement from his/her doctor describing the illness. The employee will only return to work if given a medical release from the City Physician. A department head may require a doctor's statement for shorter absences if there has been an established pattern of abuse such as using sick leave on work days immediately preceding or immediately after a regularly scheduled day off or reason to suspect abuse before allowing the absence to be charged to sick leave. An employee should be notified at the earliest possible time if management requires a doctor's statement prior to the employee returning to work. Sick leave shall only be granted upon proper medical verification which shall include a statement from the employee's doctor, family or household member's doctor and/or review, investigation and/or examination by the City Physician. Such statement shall specify the dates which the employee was seen by the doctor and that the employee was medically unable to perform his/her normal duties.

J. Any employee who shall receive payment for work performed for any other employer other than the City of Tulsa while on approved sick leave shall be subject to immediate dismissal. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved sick leave. False or fraudulent use of sick leave shall also be grounds for dismissal. Sick leave is not available for job-related injuries, whether incurred while working for the City, another employer entity, or self-employed.

K. Expenditure of accrued sick leave shall cease:

l) On the date that an employee qualifies and receives payments from the Social Security Administration or the City's Long-Term Disability Program for any disability which prevents the employee from performing the normal duties of his/her job; or

2) On the date that such payments would have commenced had the employee made proper application for those benefits.

L. After initial approval of sick leave an employee who continues to be physically unable to perform his/her normal duties shall be required to present each thirty (30) calendar days a physician's statement to the City Physician confirming his/her continued inability to perform normal duties. The department head may at any time request a physician's statement or a medical opinion from the City Physician regarding the employee's ability to continue or return to work.

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

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

Section 31.6 Employees whose service is terminated for reason of early retirement, normal retirement (or rule of 80 as defined in the Personnel Policy and Procedures), disability, or death shall be paid for unused accrued sick leave in accordance with the following provisions:

A. Upon retirement after completion of at least twenty (20) years of service or an unreduced retirement, retirees with at least nine hundred sixty (960) hours of accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred and twenty (320) hours of pay at the Retiree's pay step at the time of separation. Employees who lack the necessary sick leave accrual bank to qualify for the sick leave retirement buyout (960 hours), shall provide evidence of and receive credit for major illness or non-job-related injury leave periods of at least forty (40) consecutive work hours to reach qualification levels. In such cases, approved sick leave periods extending at least forty (40) hours shall be added back to the accrual bank for calculation purposes only. Any buyout would then occur only on the current actual, available sick leave balance.

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

Years of Completed Service	Minimum Qualifying Accrual

Twenty (20) years or more	960 hours
Fifteen (15) to less than twenty (20) years	56 hrs/completed year of service
Ten (10) to less than fifteen (15) years	60 hrs/completed year of service
Five (5) to less than ten (10) years	64 hrs/completed year of service

A retiree or vested deferred retiree who meets the minimum sick leave accrual to qualify for sick leave pay out shall have their sick leave accrual paid out at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred twenty (320) hours at the retiree's pay step at the time of separation. Shift differential or other premium pay shall not be used in calculating such amount.

C. An employee who is separated, or resigns in lieu of discipline (regardless of eligibility for retirement benefits) for theft of City property or resources (including theft of time), embezzlement of City funds, fraud, falsification, deliberate destruction to City property or inappropriate us of City property or P-card shall be ineligible for payment of accrued sick leave. Sick leave payout at the end of employment may be withheld if the employee owes any type of repayment to the City, including for overpayment of wages.

D. In the event of the death of an employee, unused sick leave shall be paid to the beneficiary designated on the life insurance policy provided by the City. Such payment shall be in accordance with paragraph A of this Section.

Section 31.7 Pregnancy shall be treated as any other sickness or non-job-related injury. However, an employee recovering from the birth of a child, or caring for a newborn or adopted child shall be allowed to use vacation or sick leave in the order he/she deems necessary for a period of six (6) weeks after the birth of a child. Such leave shall be considered Maternity Leave. After six (6) weeks has passed, continued use of sick leave shall require medical certification of eligibility for sick leave use. If an employee is ineligible for sick leave use after the original six (6) weeks has passed, an employee remaining on leave shall utilize other applicable leaves in accordance with Article 35, Family and Medical Leave. Maternity Leave shall be considered approved Family and Medical Leave and be subject to the provisions of the FMLA outlined in this Agreement.

Section 31.8 Employees with a total accrual of sick leave in excess of nine hundred and sixty (960) hours may, in eight (8) hour increments and at their option, convert any additional accrual on a one to one basis for vacation leave. Such conversion shall not allow an employee to exceed his/her normal maximum vacation accrual. Any sick leave accruals lost due to inaction by the employee will not be reinstated.

ARTICLE 32 – INJURY LEAVE

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

ARTICLE 33 – COURT AND JURY LEAVE

Section 33.1 A regular employee shall be granted leave with pay for court or jury duty to be paid at his/her base rate of pay. However, the following provisions shall apply:

A. An employee required to appear in Court as a result of the performance of the Employee's regular duties or serving on jury duty shall receive his/her regular salary for such time spent in court. In all other instances, an employee may use vacation leave or be granted a leave of absence without pay for the length of such service.

B. Any fees received for federal or state witness or jury service may be retained by the employee.

C. An employee serving such duty shall present to his/her supervisor the original summons or subpoena from the court, and at the conclusion of the duty a signed statement from the clerk of the court showing the actual dates of attendance at court.

ARTICLE 34 – OVERTIME

Section 34.1 Employees shall be compensated for overtime at the rate of time-and-one-half (1-1/2) the employee's straight-time hourly rate for only the time worked in excess of forty (40) hours per workweek, except as provided in City leave policies within Personnel Policies and Procedures and/or this Agreement. Fatigue pay and holiday pay (in accordance with provisions described in Article 28) shall count as hours worked for computing overtime pay. Other paid or unpaid leaves shall not be counted as time worked when computing overtime.

Section 34.2 Upon request by an employee's supervisor or other representative of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.

Section 34.3 When possible, except where precluded due to special working requirements, employees will be given one-half (1/2) shift notification of overtime assignments which follow the employee's regular shift and twenty-four (24) hours notification of overtime assignments to be scheduled on the employee's regular days off.

Section 34.4 Overtime will be distributed as evenly as possible among qualified employees by department, division, section, work unit, classification, and shift. The employee lowest on the

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

Section 34.5 Each work unit shall post in a conspicuous place on a monthly basis an updated overtime equalization list. Such list shall include each employee who is eligible for overtime assignments as provided in Section 4 of this Article, and the total number of equalization overtime hours charged against the employee. At the end of each calendar year work units shall carry over the equalization list. This shall be accomplished by zeroing out the person with the lowest overtime amount on the list and reducing the time carried over for other employees by subtracting the amount previously held by the person with the lowest overtime amount. Every other year, work units shall zero out the equalization list and establish a new overtime equalization list. This shall be accomplished by listing each employee by seniority with the most senior employee on the top.

Section 34.6 For purposes of employee safety and work effectiveness, supervisors are responsible to ensure that employees should not work in excess of sixteen (16) hours straight or be assigned to more than sixteen (16) hours of work within any twenty-four (24) hour period during non-emergency working conditions. Therefore, overtime assignments will at times result in an employee being relieved from duty prior to completion of the normally scheduled hours of his/her regular shift or an employee being required to report later than the normally scheduled start time. An Employee relieved from duty shall receive payment ("fatigue pay") for the missed hours of his/her regular shift at the employee's straight-time hourly rate. Based on these considerations, supervisors should take reasonable steps to limit overtime scheduling which results in the loss of an employee's availability to work normal work hours.

Section 34.7 The supervisor will make an attempt to provide employees at least an eight (8) hour continuous break in every twenty-four (24) hour period. The parties agree that it is not the intent of this language to utilize either the sixteen (16) hour and/or the eight (8) hour standard as an operational goal. Supervisors shall make a reasonable attempt to rotate crews prior to reaching these maximum hour limits. It shall be the joint responsibility of the lead person and the supervisor to track the hours worked by each crewmember and to notify the on-call supervisor two hours prior to the employee(s) reaching the sixteen hour limit or a situation that would make the employee ineligible to complete the ongoing job.

Section 34.8 Employee's shift will not be broken nor shall employees be relieved from duty prior to the end of their regular work shift nor told not to report on normal work days (except as provided in Section 34.6 above) and shall not be for the specific purpose of avoidance of overtime assignments as defined in this Article. Temporary changes will not be made to make allowance for vacations or absences of other employees with less than two (2) weeks' notice. Supervisory

personnel shall not perform the normal duties of the employees within the bargaining unit after such employees have been relieved from duty for the specific purpose of avoidance of overtime assignments to such employees.

Section 34.9 It is understood by the parties that incentive programs have been implemented within City of Tulsa work groups which provide that employees may be relieved from duty prior to completing eight (8) or ten (10) hour work shifts, but shall be paid for eight (8) or ten (10) hours during that day, contingent upon the satisfactory completion of all work assignments made by supervision. It is further understood that employees may occasionally be required to work in excess of eight (8) or ten (10) hours in a workday in order to complete their work assignments.

Section 34.10 It is also understood other work groups may be included in the incentive program provided realistic and appropriate standards are developed, and upon approval of the Human Resources Director. It is the intent of this program to provide employees an incentive to complete their work assignments in a timely and satisfactory manner by allowing them to be relieved from duty when such work is completed satisfactorily and therefore potentially work less than the standard eight (8) hour or ten (10) hour day.

Section 34.11 In recognition of the intent of this program, the parties agree that overtime at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay will be paid when an employee works in excess of forty (40) hours in a week. Work in excess of eight (8) or ten (10) hours in one workday shall not be compensated unless the employee's total work hours exceed forty (40) during that workweek. The provisions of this Section shall only apply to employees covered by the incentive program.

ARTICLE 35 – FAMILY AND MEDICAL LEAVE

Section 35.1 The Union and the City recognize the necessity of ensuring compliance with the Family and Medical Leave Act of 1993 and as amended (FMLA). The policy guidelines provided within the Human Resources Policies and Procedures Manual shall be used for administering Family and Medical Leave.

Section 35.2 The City has the right to designate FMLA leave regardless of whether the Employee requests the leave. However, Employees wishing to exercise their rights under the FMLA shall notify the Employer prior to exercising those rights whenever possible. FMLA leave shall run concurrent with any other available leave. Employees shall be required to first utilize applicable Injury Leave, Sick Leave and Vacation Leave accruals as may apply to the twelve (12) week benefit under the FMLA and the related Human Resources Policy and Procedure Section 316 provisions, except as amended in Section 31.7. Any remaining Family and Medical Leave time frame benefits after expenditure of applicable paid leave benefits shall be administered as leave without pay.

ARTICLE 36 – VOTING LEAVE

Section 36.1 Any employee eligible to vote in an election may be granted up to two (2) hours leave from work with pay between the hours of 7:00 a.m. and 7:00 p.m. on an election day. Voting leave shall not apply to school board or bond elections.

Section 36.2 If it is necessary for an employee to vote during working hours, he/she shall inform his/her supervisor, either orally or in writing, of his/her intentions prior to or on the day preceding the election. The supervisor in charge shall then select the hours that the employee may take to vote; the supervisor may also request or find proof that the employee voted during the employee's absence before the employee is paid for voting leave.

Section 36.3 Voting leave shall not apply to those employees whose workday begins three (3) hours or more after the opening of the polls, or which ends three (3) hours or more prior to the closing of the polls. All polls open at 7:00 a.m. and close at 7:00 p.m.

Section 36.4 A department head may alter the working hours of the employee(s) requesting voting leave on election day so as to allow the employees three (3) hours subsequent to the opening of the polls or three (3) hours prior to the closing of the polls.

Section 36.5 The department head may extend voting leave if two (2) hours of leave is not sufficient for an employee to vote and return to work. This would include those employees living such distances from the polls who may require additional time.

ARTICLE 37 – MILITARY LEAVE

Section 37.1 The City of Tulsa Personnel Policies and Procedures Manual's Military Leave Policy shall be used for administering the military leave benefit under this Agreement.

ARTICLE 38 – RECLASSIFICATION AND PROGRESSION

Section 38.1 Reclassification shall be differentiated from promotions. For the purpose of this section, promotional processes shall be defined in Article 39 – Promotion. Reclassification shall be defined as a change in classification and/or pay grade resulting from the processes defined below. Reclassification may be approved by the Mayor only after a thorough evaluation of the position by the Human Resources Director or his/her designee. The following criteria must be met to reclassify a position:

A. The present classification and/or pay grade does not adequately reflect the responsibilities of the position in relation to other City positions.

B. There is another classification and/or pay grade which is more reflective of the position as evaluated from the standpoint of duties responsibilities and requirements.

C. Those job elements which would justify a different classification and/or pay grade have come about gradually rather than through an abrupt reassignment or organizational change.

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

Section 38.2 Progressions are established by the City of Tulsa for purposes of progressing employees through like job families based on the attainments of specific training, skill development and/or educational goals. Progression systems effectively create standardized reclassification procedures for certain affected jobs. Prior to the development and implementation of any new progression systems which would affect employees covered under this agreement, the City shall notify and consult with the Union as concerns the affected classification and progression criteria.

Section 38.3 The City will provide annually a list of progressions and the corresponding requirements for each progression.

ARTICLE 39 – PROMOTIONS

Section 39.1 For the purpose of this Agreement, a vacancy shall be defined as a regular position opening within a classification included in the bargaining unit for which funds have been appropriated and the appropriate appointing authority has requested the position be filled.

Section 39.2 Whenever a vacancy exists, the position will be posted for a minimum of five (5) working days. The posted notice shall specify the location of the vacant position. Employees desiring to be considered for said vacancy shall make application for the position using the online process. Employees shall make application for the position no later than 11:59 p.m. on the closing date set forth on the promotional announcement.

Section 39.3 Certain specified classifications of an "entry level" nature shall be advertised quarterly in order to establish internal candidate lists. Employees desiring consideration for any of these openings shall make application for those positions when lists are advertised on the internal bulletin.

Section 39.4 The Human Resources Department shall make all determinations of the qualifications of the applicants applying for promotion. Promotion shall be defined as a change in employment status resulting from the internal promotional process. This shall include transfers to positions of a higher or lower grade, as well as transfers within the same grade. The Personnel Director or designee shall certify at least three (3) of the most qualified applicants if at least three (3) apply and are qualified.

Section 39.5 The appointing authority may select or reject any of the applicants certified; however, any selection shall be made only upon an objective review of the qualifications of all the

applicants certified for promotion. The certified candidates shall receive written notification from the appointing authority within one (1) week of a decision stating that the employee has either been selected or not selected for the subject position. If the employee believes the reason(s) unjust, the employee may appeal the rejection through the Merit Grievance procedure according to Personnel Policies and Procedures 127.

Section 39.6 Upon promotion to a higher classification or upon transfer within the bargaining unit, an employee shall be on probation for a period not to exceed ninety (90) calendar days. If an employee desires to return to his/her previous position within the probationary period, the employee may request this return, in writing, to his/her supervisor and the Human Resources Director for a decision. The appointing authority may elect to return the employee to his/her previous position at any time during the ninety (90) day period. An applicant who does not meet the eligibility criteria in Section 39.9 may be considered as an external candidate for the vacancy if approved by the Personnel Director and the employee's current appointing authority. Probationary periods for promotion or transfer to classifications excluded from the bargaining unit shall not be subject to the provisions of the Agreement, but shall be covered by the provisions of the Personnel Policies and Procedures.

Section 39.7 Promotional consideration for classifications excluded from the bargaining unit shall not be subject to the provisions of this Agreement, but shall be covered by provisions of the Personnel Policies and Procedures Manual.

Section 39.8 Employees who are not covered by this Agreement and who request promotion into a classification included in the bargaining unit shall be given the same promotional consideration as set forth in this Article.

Section 39.9 An employee shall be ineligible to apply for promotional consideration until he has completed six (6) months of continuous employment with the City of Tulsa after initial appointment.

Section 39.10 When a vacancy has been advertised for promotion, employees in the same classification are eligible to apply for the position through the promotional process provided that the vacancy is in a different department from that of the employee.

Section 39.11 Employees desiring a lateral transfer to a vacant position within the same classification and department shall make application for the vacancy through the promotional process. All such applications for lateral transfer shall be considered prior to consideration of other applicants for the vacancy. The Department shall have five (5) working days from notification by Human Resources to respond to the request for lateral transfer. Lateral transfers shall normally be limited to one (1) per employee per twelve (12) month period unless special supervisory approval is granted.

ARTICLE 40 – EQUIPMENT, PROTECTIVE GEAR AND UNIFORMS

Section 40.1 The City shall continue to provide certain equipment and protective gear to employees which are 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 40.2 Replacement of items furnished shall be made on the basis of need due to normal wear and tear which could be reasonably expected for that item. Employees shall be required to reimburse the City for damage or loss to equipment, uniforms and protective gear upon a determination by the department head or designated supervisor that such damage or loss was the result of theft, intentional destruction, gross negligence or other misuse of such equipment.

Section 40.3 The appropriate department head, with approval of the Human Resources Director and the Uniform Committee, shall set reasonable standards of work uniform or dress including the type of clothing, color, and condition of clothing in consideration of the type of work performed by the employee. The Uniform Committee shall include two (2) employees selected by the Union who shall have voting rights and may attend Uniform Committee meetings without loss of pay.

Section 40.4 It shall be the responsibility of the employee to maintain the prescribed uniform in a manner consistent with the established policy of the department. Reasonable standards of grooming shall only be established for safety, customer service and cleanliness purposes.

Section 40.5 The City shall provide employees with a subsidy of one hundred twenty-five dollars ($125.00) towards the purchase of one pair of safety footwear each fiscal year per the policy on Safety Footwear Protection approved by the Mayor. Any additional pairs of safety footwear will be subsidized by the City only at the discretion of the department head's designee and based on verified need and propriety. Employees shall be responsible for reasonable care of such footwear and compliance with the Mayor's approved policy.

Section 40.6 The City and Union shall cooperate through the Labor/Management Safety Committee to determine an appropriate process and procedure for a subsidy of one hundred dollars ($100.00) towards the purchase of one pair of prescription safety eyewear per fiscal year. The Labor/Management Safety Committee shall draft rules and procedures to govern the process and coordinate with other City Departments that might be affected and shall submit to the Director of Human Resources for approval. Upon approval of the Human Resources Director, the City agrees to begin offering the subsidy within a reasonable time period under the established procedures.

Section 40.7 The City shall develop tool list requirements for individuals within the Automotive Mechanic classification and develop related policies. Automotive mechanics required to maintain personal tools for their work duties shall receive an annual tool allowance of six hundred dollars ($600.00) per year and Employees in the Automotive Servicer classification shall receive an annual tool allowance of three hundred dollars ($300.00) per year. The time of payment shall be in the month of July for all Employees, provided funds have been appropriated for tool allowances. New employees (including current employees transferring into an eligible classification) shall receive a prorated tool allowance the first pay period following their employment within an

eligible classification. New Employees shall be required to sign a reimbursement agreement which requires the Employee reimburse the City, on a pro-rated basis, for the tool allowance(s) received if they leave the position prior to one year within the classification.

Section 40.8 Employees who sustain damage to their uniform while in the performance of their job duties as City employees due to no fault of the employees and which would warrant the replacement of such item or uniform may submit a written request to the department head for replacement of the damaged item. Damage due to the normal wear and tear shall not be covered nor shall negligence on the part of the employee. Upon determination by the department head that the request is valid, the department shall replace the item in question. Approved replacement shall not affect the Employee's annual clothing allowance. Prescription eyeglasses shall be included in this section, not to exceed one hundred and fifty dollars ($150) towards the purchase of prescription eyeglasses.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the ~~29th~~ day of ~~June,~~ 201~~8~~9.

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

By: _____
President

Hall

_____
Bargaining Committee Member

_____
Bargaining Committee Member

Bargaining Committee:
~~Destiny Huddleston~~Joshua

Joshua Peaster
Michael Morrison
Cory Horton
Clint Robertson
Todd Dehart
John Camper

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved: _____
Assistant City Attorney III

Bargaining Committee:
Joyce Powell
Erica Felix-Warwick
Lynntera Gatewood
Mike Battenfield
Mike Wallace
Ken Factor
Eric Murdock
Bryan Young
Lawson Vaughn
~~Gerald Bender~~

APPENDIX A
LABOR TRADES PAY SCHEDULE

APPENDIX A-1
LABOR TRADES PAY SCHEDULE
Effective January ~~6~~5, 20~~19~~20

APPENDIX B
WORK RULES FOR PERSONAL CONDUCT

The Civil Service Commission adopted, and the City Council and Mayor approved the following work rules which apply to all City employees to ensure that:

- Employees conduct themselves in a professional manner to foster mutual respect and promote harmonious, productive working relationships;

- Employees work in an efficient, conscientious and diligent manner;

- Employees work safely, protecting themselves and others;

- The rights of all employees are protected and respected.

These work rules and examples as found in Personnel Policies and Procedures Manual Section 411 are not all-inclusive but serve to inform employees as to the type of conduct that is and is not acceptable relating to City business and the workplace. In addition to these rules, employees must follow the Personnel Policies and Procedures Manual (PPPM), any applicable collective bargaining agreement, any applicable department policies and procedures, the City Charter and ordinances, as well as state and federal laws relating to City business or the workplace.

WORK RULES

RULE 1. HONESTY and LOYALTY.

Employees must be honest and ethical. In the course of their employment, employees will not lie, mislead, steal, cheat or defraud the City or anyone else. Employees have a duty of loyalty to the City and must avoid situations that create an actual or perceived conflict between their personal interests and those of the City. Employees will devote their full time, attention and effort to the duties of their position during work.

RULE 2. RESPECTFUL and COURTEOUS BEHAVIOR.

Employees must conduct themselves in a polite and civil manner during work or on City premises. If an employee feels he/she has been subjected to any form of disrespectful behavior, he/she should report it to his/her supervisor, another member of management, or Human Resources rather than responding in a similar manner.

RULE 3. VIOLENCE-FREE WORKPLACE.

Employees must conduct themselves in a professional manner. Threatening or abusive behavior or acts of violence against anyone will not be tolerated. Rather than responding in a similar manner, threats of this nature should be reported and handled according to policy.

RULE 4. DRUG, ALCOHOL AND TOBACCO-FREE ENVIRONMENT.

The City is committed to maintaining a drug, alcohol, and tobacco-free workplace in compliance with state and federal laws and City policies in support of a safe and productive workplace. Employees must comply with applicable collective bargaining agreements and/or City policies relating to drugs, alcohol and tobacco.

RULE 5. RESPECT FOR CITY RESOURCES OR PROPERTY.

Employees must treat City property, including buildings, furnishings, vehicles, equipment, tools and any other items with care and respect. Employees will not intentionally or negligently abuse, misuse, damage or destroy City property, or the property of anyone else while working or on City premises.

RULE 6. ATTENDANCE AND PUNCTUALITY.

Employees must comply with City policies relating to hours of work and taking leave. Employees must report to work on time, clock in or sign in if required to do so, and call-in according to the applicable collective bargaining agreement or City policy if unable to report for work on time. Employees must monitor their sick leave and vacation leave balances to ensure they have sufficient time accrued to cover absences and that leave usage is accurately recorded in City records. Employees must be approved for any leave prior to being absent, except in emergency situations.

RULE 7. RESPECT FOR AUTHORITY.

Employees must follow any work direction given by a supervisor, as long as that direction is not immoral, unethical, unlawful or dangerous to the health and safety of City employees or others. It is not necessary for supervisors to state the work direction as an order or to threaten disciplinary action if the employee fails to comply. Employees who believe that the direction or order is inappropriate or incorrect should do as directed and take the matter up with management later or file a grievance under any applicable collective bargaining agreement.

RULE 8. DUTY TO PERFORM.

Employees must perform their work duties during their work hours and do a competent job in performing those duties.

RULE 9. GOOD BEHAVIOR.

All employees are expected at all times to exercise good judgment and common sense and conduct themselves in an appropriate professional manner.

RULE 10. SAFETY.

The City strives to provide a safe and healthy work environment for its employees. Employees must follow all safety rules and regulations under OSHA, as well as City policies and directives regarding safety, and use all necessary safety equipment and protective gear as directed.

RULE 11. HIGHER STANDARD OF CONDUCT FOR SUPERVISORS, MANAGERS AND DEPARTMENT HEADS.

Supervisors, managers and Department Heads hold positions of responsibility and trust and are held to a higher standard than the employees they supervise. In addition to complying with the foregoing work rules, their conduct must be above reproach.

The above Appendix is not part of the negotiated agreement but has been included in this Agreement for informational purposes. Employees are encouraged to read and review Section 411 of the PPPM for examples of prohibited acts for each of the work rules listed above. The parties agree that the Union shall have a representative on any policy review committee that is established to review and revise these work rules.

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 STEWARD AND LOCKING BULLETIN BOARD LOCATIONS

Location	Number of Stewards
1. Equipment Management, East (Mingo and Garnett)	1
2. Equipment Management, West (23rd and Jackson)	1
3. Recreation Center Custodial Staff	1
4. Equipment Management – Newblock Garage	1
5. Vegetative Maintenance and Garnett Station – 56th Street	1
6. Maintenance Hub – Building Maintenance	1
7. At Large	1
8. Animal Shelter	1
9. ~~City Hall and PAC~~Water Distribution Meter Shop, 23rd & Jackson	1
10. Field Customer Service and Storekeeping	1
11. Lakes	1
12. Raw Water Supply and A.B. Jewell	1
13. Mohawk Treatment Plant	1
14. Northside Treatment Plant	1
15. Southside Treatment Plant and Sludge Maintenance	1
16. 23rd & Jackson Water Distribution Base, Day Shift	1
17. 23rd & Jackson Water Distribution Base, Evening Shift	1
18. 24th and Jackson – Turnkey ~~and Meter Shop~~	1
19. Stormwater - Galveston	1
20. Sewer Operations & Maintenance	1
21. 56th & Garnett, Water Distribution Satellite	1
22. Refuse and Recycling	1
23. Park Maintenance - Mohawk	1
24. Street Maintenance, East Yard	1
25. Street Maintenance, West Yard	1
26. Traffic Engineering	1
TOTAL	26

At Large Stewards cannot come from the same worksite as a regular steward unless the worksite has over 25 bargaining unit members. Under no circumstances can two Stewards report to the same supervisor.

APPENDIX E
DEFINITIONS

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

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

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

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

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

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

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

Satisfactory Performance Increase (SPI) – A variable increase in pay for employees which requires a Proficient category performance rating on the two (2) most recent semi-annual evaluations. Employees who receive a rating of Not Proficient on one (1) or more of their semi-annual evaluations are ineligible for an SPI.

Special Merit Increase (SMI) A variable pay increase for employees based on exemplary performance as recommended by management and approved by Human Resources.

APPENDIX F
CARDINAL RULES OF SAFETY

The health and safety of employees is both a management and individual responsibility. Every action must be performed with a focus on health and safety. The cardinal rules of safety are of utmost importance in laying the foundation for a safe workplace and cannot be compromised. Any breach of the following rules by any employee will result in a pre-termination hearing being conducted to determine the appropriate disciplinary action to be taken, up to and including termination.

1. Failure to wear a seatbelt.

2. Knowingly operating a City vehicle without a valid, applicable State license.

3. Willfully or intentionally circumventing a safety device or policy or failure to wear personal protection as required.

4. Distracted driving/texting while driving.

5. Knowingly putting yourself, another employee or any other person in imminent danger or knowingly failing to protect the public.

6. Failure to report an on-duty accident or injury incident or failure to cooperate and be truthful in a safety investigation

7. Failure to prepare safety related documentation.

8. Willfully or intentionally failing to enforce safety policies and violations.