AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

September 30, 2019 - June 30, 2020

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 – DISCRIMINATION 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 AND GRIEVANCE COMMITTEE 7
ARTICLE 11 – UNION VISITATION & NOTIFICATION 9
ARTICLE 12 – UNION BUSINESS 9
ARTICLE 13 – DISCIPLINE 11
ARTICLE 14 – DISCIPLINARY AND PROMOTIONAL APPEALS AND GRIEVANCES 13
ARTICLE 15 – CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE 14
ARTICLE 16 – PERFORMANCE EVALUATION 17
ARTICLE 17 – SAFETY AND HEALTH 18
ARTICLE 18 – RETIREMENT 19
ARTICLE 19 – PAY ADMINISTRATION 19
PROMOTION 19
DEMOTION 19
RECLASSIFICATION 20
SHIFT DIFFERENTIAL 20
PAYMENT OF BACK CLAIMS 21
ARTICLE 20 – DEFERRED COMPENSATION 21
ARTICLE 21 – MEDICAL AND DENTAL INSURANCE 22
ARTICLE 22 – SENIORITY 22
ARTICLE 23 – OUTSIDE EMPLOYMENT 23
ARTICLE 24 – HOURS OF WORK AND REST PERIODS 23
ARTICLE 25 – LEAVE OF ABSENCE 25
ARTICLE 26 – CALL-IN AND STAND-BY 26
ARTICLE 27 – REDUCTION IN FORCE AND STAFFING 27
ARTICLE 28 – HOLIDAYS 28
ARTICLE 29 – VACATIONS 31
ARTICLE 30 – FUNERAL LEAVE 32
ARTICLE 31 – SICK LEAVE 33
ARTICLE 32 – INJURY, VOTING, VOLUNTEER AND MILITARY LEAVE 36
ARTICLE 33 – COURT LEAVE 36
ARTICLE 34 – OVERTIME 37
ARTICLE 35 – SEMI-ANNUAL BID PROCEDURES 38
ARTICLE 36 – ELECTIVE LEAVE 38
ARTICLE 37 – COMPENSATORY AND ALTERNATIVE HOLIDAY LEAVE 39
ARTICLE 38 – RECLASSIFICATION AND PROGRESSION 40

ARTICLE 39 – EXCHANGE OF DUTY 41
ARTICLE 40 – FAMILY AND MEDICAL LEAVE 41
APPENDIX A - EMERGENCY COMMUNICATION (EC) PAY SCHEDULE 44
APPENDIX B – WORK RULES FOR PERSONAL CONDUCT 45
APPENDIX C – DEFINITIONS 48
APPENDIX D – CONTRACT GRIEVANCE FORM 49
APPENDIX E – CARDINAL RULES OF SAFETY 51

PREAMBLE

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

Appendices to this Agreement are:

Appendix A – Emergency Communications (EC) Pay Schedule

Appendix B – Work Rules for Personal Conduct

Appendix C – Definitions

Appendix D – Contract Grievance Form

Appendix E – Cardinal Rules of Safety

ARTICLE 1 – RECOGNITION

Section 1.1 Employer recognizes Union as the exclusive bargaining agent for all permanent non-probationary Emergency Communications (EC) Employees ("Employee(s)" or "bargaining unit members") in pay grades EC-01 through EC-04.

Section 1.2 For the purpose of this Agreement, a probationary EC 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 EC 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.

Section 1.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders. Reference to AFSCME Local No. 1180 shall mean the composite AFSCME Union. Whereas, the term "Union" will specifically refer to the Emergency Communications bargaining unit.

Section 1.4 New Employees shall be allowed to attend a brief orientation on paid City time that shall include Union presentations by Union representatives authorized by the Union President. The Union representative used for such orientation shall not be on duty or attending at a time that would interfere with regular work hours or require special leave approval. The City shall also allow the Union the opportunity to address the Public Safety Communications New Hire Academy classes prior to commencement of on the job training. Should there be no formal

New Hire Academy class, the Public Safety Communications Director or designee will work in conjunction with an EC Steward to schedule time for this presentation. 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.

ARTICLE 2 – MANAGEMENT RIGHTS

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

(1) To direct the work of municipal Employees 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, or by reason of any existing or subsequently enacted legislation, such decision of the court and/or legislation 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, 2019 or on 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, 2020; however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 2019, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY 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, the parties agree that the economic provisions set forth to become effective throughout FY 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 FY 19-20 to address the economic provisions. The remainder of this Collective Bargaining Agreement shall remain in full force and effect until11:59 p.m., June 30, 2020.

Section 4.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, shall meet at reasonable times with agents of the 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 shall be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute resolution, the Union's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

Section 4.4 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 shall 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 shall 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 shall be concluded within twenty (20) calendar days of commencement and the arbitrator shall issue written findings and recommendations with respect to all issues presented within sixty (60) calendar days of conclusion 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 An agreement of the parties, or an arbitrator's award resulting from Section 4.4 above, will be finalized through the processes set forth in the City of Tulsa Collective Bargaining Ordinance and Personnel Policies and Procedures.

Section 4.6 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 EC 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 – DISCRIMINATION

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 AFSCME No. Local 1180 shall have one 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 421 of the Personnel 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 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 2 shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected class discrimination, shall be administered through Article 15 processes within this Agreement.

ARTICLE 7 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

Section 7.1 If Local No. 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 No. 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 No. 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 No. 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 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 No. 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 No. 1180 shall notify the City of such change in writing no later than December 1st. Any changes 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 Local No. 1180 and the Payroll Section of the Finance Department via e-mail. Employees shall utilize the NHall@1180tulsa.org address 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 No. 1180 of those Employees who withdrew. An Employee who moves to positions outside the Bargaining Unit shall notify Local No. 1180 and the Payroll Section of the Finance Department via e-mail or in writing at the time of the change in status.

Section 7.7 Local No. 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 City'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. A permanent Employee who believes that such discipline or discharge by the City 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 including at least one (1) representative of each shift, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 9.2 Meetings shall be scheduled during normal working hours on the Employer's premises and the City shall pay up to three (3) Union representatives their normal rate of pay if they are currently on their regularly assigned shift.

Section 9.3 The parties agree that these meeting shall include discussions involving productivity and efficiency to provide recommendations to the Mayor on ways to affect efficiencies and/or eliminate waste within City operations.

ARTICLE 10 – UNION STEWARDS AND GRIEVANCE COMMITTEE

Section 10.1 Employees within the bargaining unit shall be represented by three Stewards selected from different work shifts with one of the Stewards designated as the Chief Steward. The Union shall provide the Human Resources Director or designee with a complete list of the Stewards

and Grievance Committee Members and their work locations and supervisor. The Union shall provide an updated list as changes occur. Union Stewards shall be elected in accordance with the bylaws of Local No. 1180.

Section 10.2 Before investigating or engaging in any activity relating to EC unit grievances, a Union Steward shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from his/her supervisor, the Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings without loss of pay for such time spent up to a maximum of two (2) hours per week, or four (4) hours per week for the Chief Steward. No more than one Steward shall attend any grievance hearing, and all time utilized by Stewards 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 EC Unit may also represent, at disciplinary and grievance hearings, an employee within the work location who is in a different AFSCME bargaining unit. Any Employee who requests to discuss a grievance matter with a Steward during working hours shall first request and receive the authorization of his/her immediate supervisor.

Section 10.3 The Grievance Committee for the AFSCME Local No. 1180 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 for an EC unit member and shall receive their regular compensation for such time spent during regularly scheduled working hours in accordance with the provisions of this Agreement.

Section 10.4 All Union business shall be conducted at a time and location to cause the least possible interference with the work assignments of Stewards and/or other Employees.

Section 10.5 Stewards requesting leave for official Union business shall submit to the on-duty supervisor a leave request at least twenty-four (24) hours in advance, if practical. Requests may be denied if the leave would unduly disrupt operations.

Section 10.6 Stewards will be provided with access to City email.

Section 10.7 Employer agrees to allow the Union a bulletin board for the exclusive use of AFSCME Local No. 1180 at the 911 Center at a location agreed to by management and the Union.

Section 10.8 The bulletin board shall be used for the purpose of posting notices of AFSCME Local No. 1180 meetings, AFSCME Local No. 1180 elections, AFSCME Local No. 1180 election returns, AFSCME Local No. 1180 appointments to office, AFSCME Local No.1180 recruitment, education, recreational, and social affairs, and such other matters as may be agreed upon by AFSCME Local No. 1180 and Employer.

Section 10.9 It is understood that material of a political, controversial, or inflammatory nature shall not be posted. The Director or designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article.

Section 10.10 It shall be the responsibility of the AFSCME Local No.1180 to maintain the bulletin board, to insure prompt removal of outdated materials, and further insure that the posting of such material is limited only to display on the bulletin board provided in Section 10.7 above.

ARTICLE 11 – UNION VISITATION & NOTIFICATION

Section 11.1 Whenever Union business is to be conducted within the Police Department, the authorized representatives of the Union shall first report to an appropriate supervisor prior to entering the building where employees work. 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, the Human Resources Director or designee, and make available to all bargaining unit members a copy of all proposed written personnel policies, non-emergency safety policies or non-operational work rule changes affecting Employees within that work area as soon as reasonably possible. Such issues shall be presented at least fifteen (15) calendar days prior to implementation in order to provide the Union, all bargaining unit members, the Human Resources Director or designee, or any other non-union Employees within the workgroup an opportunity to provide feedback. If the Union needs more than the initial fifteen (15) calendar days for review, upon timely request, an extension of up to an additional fifteen (15) days shall be granted provided that the total review period shall not exceed a total of thirty (30) calendar days from the date the proposal(s) is/are first presented for review.

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) representative 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 units 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 two (2) weeks prior to the State and National Convention which Employees will attend.

Section 12.4 The City agrees to provide time off for three (3) 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 President and Vice President of Local No. 1180 of the American Federation of State, County and Municipal Employees work groups may be from any of the AFSCME Units and shall preside over all bargaining groups of AFSCME.

Section 12.6 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. This one (1) shift per week availability shall also apply to the Vice-President, in addition to other hours allocated, if it is clearly necessary for him/her to assume the duties of the President due to absence of the President for periods in excess of four (4) consecutive workdays and upon proper forty-eight (48) hour pre-notification (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 12.7 In view of Section 12.6 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the Union President shall be factors considered by the City in making such a shift assignment decision.

Section 12.8 Except as provided within Sections 12.4 and 12.6, 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 the equivalent of one-half (1/2) shift off with pay per week for the duly elected Secretary Treasurer and the equivalent of one-half (1/2) 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.

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, discipline shall be expedient, progressive in nature, based upon the circumstances of the offense and the Employee's performance record, and be corrective rather than punitive (except in the case of termination). This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge. Pursuant to the City of Tulsa 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 appeals, or be the subject of such grievances or appeals.

Section 13.2 The City and Union agree Employees shall be treated consistently 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 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, the Employee has the right, upon request, to have a Union Steward or 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 Steward or 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 refuse to 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 the matter with the Employee. Counseling of this type shall be held in private, away from the Operations area, 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 Employees shall be allowed to review and copy contents of his/her Human Resources personnel file under appropriate supervision at any reasonable time and challenge any information maintained in the file. Stewards or other union representatives shall be allowed to review and copy the contents of an Employee's Human Resources personnel file with dated, written authorization from such Employee. Employees who wish to review their own department personnel file folder should contact any on-duty supervisor or management. With reasonable advance notice, Employees may review their own department personnel file in the office in which they are kept and in the presence of the on-duty Shift Supervisor. No complaint which is unfounded or not sustained will be maintained in an Employee's personnel file.

Section 13.6 Employees shall be given the opportunity to have a Union Steward or representative, chosen by the Employee in addition to the Union President present in any disciplinary hearing. For pre-termination hearings Employees shall have the opportunity to have an attorney present. Employees shall be notified in writing of any pre-action hearing at least two (2) working days (or equivalent work hours) prior to a pre-action hearing and five (5) working days (or equivalent work hours) prior to a pre-termination hearing. The written notification of hearings shall include: 1) general information concerning the alleged offense(s); 2) the work rule(s) violated (if any); 3) the policy or procedure(s) violated (if any); 4) the time, date and place of hearing; 5) the right to have a Union Steward or representative at the hearing, 6) the name of hearing officer. The disciplinary review process including the determination of discipline shall normally be completed thirty (30) calendar days from management becoming aware of the alleged misconduct. If the disciplinary review process is expected to take longer than thirty (30) calendar days, the Employee shall be given written notice including the reason for delay and the expected date that the disciplinary process may be completed. This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge.

Section 13.7 Notice of a pre-action hearing means that an Employee is being considered for discipline involving a written reprimand, vacation reduction, suspension, or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the Employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing. In cases involving a 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 A certified hearing officer from outside the department shall be required for disciplinary hearings. An Employee must be afforded the opportunity to hear and discuss the charges and major supporting evidence against him/her prior to any decision being made. Upon conclusion of a disciplinary hearing, the Union Steward or representative shall be afforded the opportunity to meet privately with the hearing officer for no more than fifteen (15) minutes prior to the hearing officer meeting with management representatives. Hearings shall be conducted by an impartial hearing officer.

Section 13.9 Discipline shall include: written reprimands, vacation reductions, suspensions, demotions, and discharges. Employees disciplined shall be given a copy of such discipline at the

time such action is taken. This document shall include the specific reasons for such discipline, such as, approximate time and location of misconduct; specific work rule or regulation violated, action of the Employee, and if appropriate, recommend corrective action to the Employee. An Employee shall have the right to appeal or grieve such discipline as provided under Article 14 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 place an Employee on paid administrative leave until investigation of the incident is completed. When an Employee is on paid administrative leave, the Department shall have sole authority to determine the length of paid administrative leave 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 normally 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. The parties agree this principle shall not require a manager to escalate discipline due to varied, minor offenses. 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 purged and expunged from the Employee's Human Resources Department file and the Employee's official personnel file within his/her department. Any disciplinary actions overturned in the grievance or appeal procedure shall not be considered in future disciplinary actions.

Section 13.12 It is agreed reduction of accrued vacation in lieu of suspension is an effective means of corrective discipline. An Employee who commits an offense for which the Employee could be suspended, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. Only one vacation leave accrual reduction may be imposed during any twelve (12) month period. Vacation Leave accrual reduction shall be limited to a maximum of five (5) days and shall not be grievable.

ARTICLE 14 – 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 CSC related grievances and appeals shall normally be handled by the Personnel Director or Designee 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 CSC, 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 CSC 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 CSC 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 CSC 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 grievance 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 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 "D" 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 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 AFSCME Local No. 1180 (per Section 10.3) 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 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, as soon as practicable. Two (2) representatives from AFSCME 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 No. 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 a second supervisory witness acknowledge electronically affirming that the Employee has refused to acknowledge. While Employees are required to acknowledge the performance evaluation form, the Employee's acknowledgment 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 signed by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by the 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 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 E) 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 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, as specified in the Safety and Health Manual of the City of Tulsa.

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. The City will promptly investigate all accidents/incidents involving employees, and take prompt remedial or corrective actions to remedy such events, including potential discipline to employees. Employees are expected to cooperate fully in the investigation of such accidents/incidents.

Section 17.3 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. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration.

Section 17.4 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 personnel and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are subject to and encouraged to review the City's Personnel Policies and Procedures applicable to substance abuse, drug testing

including discipline, as stated in Safety and Health Manual Section 109, Drug Testing Policy and Section 112, EAP Program Information.

Section 17.5 An EC Safety Committee shall be established as part of the Labor-Management Relations Committee. During the regularly scheduled meetings, the Committee shall review EC safety and health initiatives, training efforts, and policies and may thereafter recommend or propose any safety program changes.

ARTICLE 18 – RETIREMENT

In the event that the Board of Trustees of the Municipal Employees Pension System establishes a committee to study potential changes or improvement to the retirement program, such committee shall include two (2) AFSCME Local No. 1180 employees who shall represent all bargaining groups of Local No. 1180.

ARTICLE 19 – PAY ADMINISTRATION

Section 19.1 Employees shall be placed within the Appendix A pay chart within the same pay grade and step that he/she had the day prior to execution of this Agreement.

Section 19.2 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 step increases, if any, shall be determined through negotiation and budgetary process and shall normally be effective on or about January 1st of each year if negotiated and budgeted for that fiscal year. Eligible Employees shall receive an SPI effective January 5, 2020.

PROMOTION

Section 19.3 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 within his/her pay grade.

DEMOTION

Section 19.4 The pay rate upon demotion shall be governed by the following provisions:

A. Upon demotion due to reduction in force, Employee request, or for cause, the Employee shall be paid at the highest step in the lower pay grade that provides a minimum ten percent (10%) decrease in pay and does not exceed the top step within his/her new pay range grade.

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 19.5

The pay rate upon a reclassification (as defined in Section 38.1) which involves an upgrade shall be established at the lowest step in the new pay grade which results in no reduction in pay. Pay rate for a reclassification which involves a downgrade shall result in an Employee's pay being set at the lowest step in the new pay grade which results in no reduction in pay not to exceed the top step of the new pay range.

SHIFT DIFFERENTIAL

Section 19.6 Employees assigned to evening and night shift operations will receive a shift differential in addition to their regular pay based upon the following provisions:

A. A shift differential of $.40 shall be granted to Employees whose assigned shift begins on or after 2:30 p.m. but prior to 8:00 p.m.

B. A shift differential of $.60 shall be granted to Employees whose assigned shift begins on or after 8:00 p.m. but prior to 4:00 a.m.

C. Shift differentials shall be added to or deducted from an Employee's rate of pay concurrent with changes in the Employee's assigned shift which exceed thirty (30) days duration.

D. Employees on regularly scheduled day shifts who are called back for evening or nighttime work, or daytime Employees who work evening or night hours on an overtime basis, shall be ineligible for shift differential pay.

E. Shift differential based on the Employee's regular assigned shift shall be used in computing the adjusted overtime rate and shall apply to all approved paid leaves. It shall not apply to any payout of accrued sick leave or vacation leave at termination of employment.

Section 19.7 Approved PSC Employees who are assigned to and actually do train other Employees shall receive an additional ten (10) percent of their base pay for all hours actually spent conducting training.

A. To be eligible for approval as a trainer, an Employee must successfully complete the PSC trainer orientation program.

B. To receive trainer pay, approved PSC Employees must submit daily written training documentation meeting specifications set by the PSC management.

C. Trainer pay is subject to approval by PSC management.

D. PSC has the discretion to determine the number of Employees who can be trainers.

PAYMENT OF BACK CLAIMS

Section 19.8 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 Grievance and Arbitration Procedures.

Section 19.9 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 overtime pay for potential unscheduled overtime work. Said claims for back pay or wages shall be reduced by monies received from the State Employment Service, Workers Compensation, or other employment compensation received by the Employee or Employees or which would have been received upon proper application for such compensation.

Section 19.10 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. 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.

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, 2019 the Employer will continue to contribute toward full time Employees health insurance at the rate that became effective in January 2019. 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, 2020, 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. 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 based on the date employed in a classified or regular position. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or lay-off not to exceed twelve (12) months.

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

Section 22.3 City seniority shall be a factor of consideration in reduction in force and reemployment after lay-off due to reduction in force. City seniority shall be prorated for part-time Employees. The extent to which such seniority shall be a factor is specified in the Personnel Policies and Procedures Manual Sections 129 and 509.

Section 22.4 A City seniority list shall be brought up to date quarterly and a copy shall be furnished to the Union President within fifteen (15) calendar days at the end of the quarter (January 15th, April 15th, July 15th, and October 15th). Such list shall include the Employee's name, department, position number, classification title, date of classification, pay grade and step within the pay grade, and date of employment.

Section 22.5 Classification seniority lists shall be sent or delivered to the Union President when utilized as a factor specified in this Article. Such lists shall contain only the names, department, and

seniority dates of those Employees applying for rights based upon classification seniority as specified in this Article.

Section 22.6 All seniority rights shall be forfeited by:

A. Resignation.

B. Discharge for cause.

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

D. Failure to report within fifteen (15) calendar days upon notice of recall from lay-off.

E. Retirement.

F. Disability separation.

ARTICLE 23 – 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. The outside employment does not interfere with the Employee's work performance with the City of Tulsa. 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 as assigned by the department head or designee. 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. If an adjustment of the normal workweek for an Employee or group of Employees is necessary, such workweek shall be established in writing per FLSA regulations. The regular weekly work schedule shall normally 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 determined by management to meet the needs of the Department.

It is understood Employees shall be compensated for only the time actually worked and overtime shall be provided for 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. Leave accruals and holiday leave shall be pro-rated for part-time Employees based on their regular weekly work hours.

Section 24.2 Supervision may, at their discretion, establish hours and tours of duty for the 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. An Employee's days off shall always be consecutive unless agreed upon by the Employee and management.

C. 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/lunch 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. Lunch time, if established, shall be deducted from the workday in establishing the total compensated hours worked.

D. Employees consistently late 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.

F. If an Employees has worked forty (40) total hours in workweek and is less than fifteen (15) minutes short of working a full eight (8) hours in a shift, the Employee shall not be required to submit leave to ensure the workday totals eight (8) hours. An Employee consistently late, however, shall still be subject to disciplinary action.

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 seven (7) calendar days' notice of such change. An Employee may request and may begin the new work schedule prior to the expiration of the seven (7) day notification period with approval of supervision. 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 An Employee who is scheduled to work more than twelve (12) consecutive hours by reason of annual shift change only, shall be scheduled for paid authorized personal leave so that the Employee is not required to work more than twelve (12) consecutive hours.

Section 24.5 Any Employee required to work in excess of seven (7) consecutive days by reason of annual shift change shall receive one (1) paid authorized personal leave day to be scheduled by the appropriate supervisor and taken between the date of the shift change and the Employee's next scheduled day off. A paid authorized personal leave day cannot be taken thereafter and cannot be accrued for any purpose.

Section 24.6 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 at the 911 Center shall be made on the basis of both seniority and skill level. PSC Employees will be given one opportunity to bid on shift assignment during a fiscal year. Normally this shift assignment change will take place at the beginning of the first pay period in January, with the bid to determine those assignments completed by the end of September of the preceding year. If staffing levels fall below 80%, PSC management may create additional shift assignment bids during the fiscal year. If PSC management elects to modify the shift assignment methodologies, number of shifts available or date of shift change, management will notify and meet with Union representatives prior to making any changes.

Section 24.7 When established in accordance with Section 24.2 above, Employees shall be given a lunch period of not less than thirty minutes for each regular eight (8) hour shift worked. Rest periods shall be at a shift or team supervisor's discretion. Maximum time for any single break is 15 minutes.

Section 24.8 The Employer shall maintain a lunch period schedule for each shift. Lunch period times shall be determined by the shift supervisor and shall normally occur within three (3) hours of the midpoint of the Employee's shift. Exceptions may be granted at the discretion of the supervisor. Employees shall sign up for a lunch period in accordance with their work area or skill level on a first come first served basis each day.

Section 24.9 Rest periods shall not be contiguous to the lunch period or the beginning or end of the Employee's shift. Lunch periods shall not be granted at the beginning of the workday or immediately prior to the end of the workday.

ARTICLE 25 – LEAVE OF ABSENCE

Section 25.1 "Leave Without Pay" ("LWOP") shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as "LWOP" on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an Employee's failure to contact his/her department during such a leave of absence without pay, the Employee shall be subject to possible disciplinary action which may include dismissal.

Section 25.2 Authorized Personal Leave may be granted to employees as a paid or unpaid status. Paid Authorized Personal Leave shall only be granted during annual shift change to Employees for reasons described in Sections 24.4 and 24.5 of this Agreement.

Section 25.3 "Unpaid 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. APL shall not be considered negatively or held against the Employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand APL shall be considered authorized leave without pay and shall be coded "APL" on timesheets, leave reports and for all payroll purposes. APL shall be closely monitored and shall normally be used only for non-illness related absences.

A. The Employee shall request approval of APL in writing to the appropriate supervisor at least twenty-four (24) hours in advance. The request shall specify the dates and the reason for APL.

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

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

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

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

Section 25.7 No shift differential shall be paid for hours taken for leave of absence without pay (both APL or LWOP). Leave of absence without pay (both APL or LWOP) and paid APL shall not count as hours worked when computing overtime.

ARTICLE 26 – CALL-IN AND STAND-BY

Section 26.1 An "On-Call" Employee 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. 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 pay at the adjusted overtime rate. The minimum two (2) hours overtime compensation standard shall apply to both regular call-in and stand-by call-in, except that on an Employee's holiday, a minimum of four (4) hours overtime compensation shall apply. For the purposes of this Article only, Holiday shall mean the actual Holiday and/or the day on which the Employee is to observe the holiday.

Section 26.2 All Employees scheduled for stand-by assignment for prior to their regularly scheduled shift shall be provided with a pager, upon request, for 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 may also be notified of an overtime assignment via his/her home or cellular phone at the Employee's request. An Employee who is required to be on stand-by away from the work location during non-work hours for possible overtime work shall be compensated at the rate of $1.50 per hour. Stand-by pay shall be reduced by the amount of hours actually worked and/or compensated during such stand-by period. All time worked during stand-by period shall be compensated at the adjusted overtime 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 26.3 Employees may be excused from overtime assignments while on stand-by due to extenuating or personal emergency circumstances. Excusing an Employee from an overtime assignment during stand-by hours shall be solely at the Shift Supervisor's discretion. Supervisors shall use sound management practices when determining if an Employee should be excused from the assignment. Employees shall be required to submit to management proof and/or documentation of the reason for not being available for the overtime assignment upon request.

Section 26.4 Employees shall be allotted a reasonable amount of time to report for work after a call-in or stand-by contact from their work unit. Circumstances such as weather or other unusual situations or Employee personal 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 and thirty (30) minutes from the time of personal contact.

ARTICLE 27 – REDUCTION IN FORCE AND STAFFING

Section 27.1 The Personnel 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.

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 the drafting of any written bid specifications involving any contracting out of City services or work that is currently performed by Employees within the classifications covered by this Agreement, when such contract would result in a layoff or abolishment of positions. Such notification shall be provided in written form at the earliest possible time upon the initiation of any formal task group, committee, or subcommittee study of such contracting out and prior to the development of written bid specifications. The notification shall include the department, division, and Employee classification(s) that may be affected by such contracting and the specific work and services that may be affected. Failure to provide written notice to the Union on such contracting of work or services covered by this Agreement shall be considered a violation of this Agreement.

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.

Section 27.5 Before making any permanent change to staffing levels, management shall notify and consult with Union. Union shall be notified at the earliest possible time of such potential changes and shall be afforded an opportunity to meet and discuss the potential changes with management before any permanent changes are implemented.

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 28.2G 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 28.1 of this Article, except that when a holiday falls on an Employee's scheduled day off, the Employee's next scheduled workday shall be observed as the holiday. For graveyard employees, when a holiday falls on an Employee's scheduled day off and/or begins the evening of the holiday as defined in Section 28.1, the Employee shall observe the holiday on the calendar day following the holiday designated in Section 28.1.

B. An Employee required to work on a scheduled holiday shall be compensated in money at time and one-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, he/she 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.

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/she 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/she 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 in advance by the Employee's supervisor, or unless the Employee has available paid leave and a medical statement from a doctor that is acceptable to management. 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. 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.

4. Floating Holiday requests shall be made and granted in accordance with Article 35 and/or Article 36.

Section 28.3 Religious holidays or holidays other than those listed may be granted in accordance with the rules governing vacation leave, compensatory leave, or leave without pay.

Section 28.4 Holiday Pay shall be inclusive of shift differential. With the exception of Floating Holidays, the holiday shall count as 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
Date of employment to completion of 5th year	9 hours, 20 minutes	112 hours
5 years but less than 10 years	10 hours, 40 minutes	128 hours
10 years but less than 15 years	14 hours	168 hours
15 years but less than 20 years	15 hours, 20 minutes	184 hours
20 years but less than 25 years	16 hours, 40 minutes	200 hours
25 years or more	17 hours, 20 minutes	208 hours

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. 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. 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. 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 during semi-annual bid procedures 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 based on elective leave procedures.

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 as a form of discipline per Section 13.13.

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 in such a decision. Staffing impact shall be a factor of consideration in such decisions.

G. Vacation pay shall include any shift differential.

H. Upon separation an Employee shall be paid for the unused portion of his/her accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, 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. Vacation leave requests shall be made and granted in accordance with Article 35 and/or Article 36.

K. 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 amount 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, "foster" or "step" members within these relationships, the Employee shall be allowed a leave of absence with pay of two (2) consecutive (eight or ten 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, the Employee shall be granted 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, alternative holiday leave, compensatory leave, APL, or floating holidays 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- Sick Leave, of this Agreement.

ARTICLE 31 – SICK LEAVE

Section 31.1 Sick leave shall be granted to regular and part-time Employees in accordance with the following provisions. 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 Sick leave for City Employees 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, dental or optical appointments or treatment; or for pregnancy related reasons;(3) exposed to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others. Sick leave is not available for job-related injuries, whether incurred while working for the City or another employer entity.

B. For 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 treatment or appointments. For the purpose of this Section, "Immediate Family" shall be defined as a parent of the Employee, spouse, child, or "step" or “adoptive” situation 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 Sick leave used shall not exceed the total amount accrued to the Employee at the time of his/her absence. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave. After each thirty (30) days during such leave without pay, the Employee shall present to his/her department head a doctor's statement of his/her continued inability to perform his/her normal duties (see “Leave Without Pay”). Sick leave pay shall be inclusive of shift differential.

Section 31.4 Sick leave shall be accrued 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.

Section 31.5 Sick leave shall be accrued at a rate of eight (8) hours for each full calendar month of service. An Employee may accrue a maximum of twelve hundred (1200) hours of sick leave.

Section 31.6 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. Holidays and other days not scheduled for work are excluded in computing sick leave expenditures.

Section 31.7 Employees may convert accrued sick leave in excess of nine hundred sixty (960) hours to vacation leave, provided the total accrued vacation leave may not exceed the maximum allowed under "Vacation Leave" provisions. Conversion shall be at a ratio of one (1) hour of vacation for one (1) hour of sick leave. Any sick leave accruals lost due to inaction by the Employee will not be reinstated.

Section 31.8 An Employee transferring from one department to another shall have his/her total accrued sick leave transferred to the new department. The accrued sick leave shall be recorded on the Personnel Action form.

Section 31.9 Upon retirement (age 55 or older or Rule of 80) or death, Employees with at least nine hundred sixty (960) hours accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred twenty (320) hours of pay. 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.

Section 31.10 An Employee who is separated, or resigns in lieu of discipline (regardless of eligibility for retirement benefits) for embezzlement of City funds, fraud, falsification, theft of City property or resources (including theft of time), or deliberate destruction of City property or inappropriate use of City property or P-card is 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.

Section 31.11 A regular or part-time Employee who leaves the classified service to enlist in active military service other than a reserve unit and who applies for re-employment within fifteen (15) days after having been rejected or ninety (90) days after an honorable discharge shall have the former unused sick leave credits reinstated. A regular or part-time Employee who is laid off and returns to City employment within one (1) year from the date of layoff shall have the former unused accrued sick leave reinstated (see provisions for military leave).

Section 31.12 Sick leave shall not be used during periods of suspension. An Employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her supervisor two (2) hours prior to the beginning of the operational work shift if physically able to do so.

Section 31.13 When an absence charged to sick leave is forty (40) continuous working hours or more, 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. Until an Employee is released to return to work by the City Physician, they will continue to use sick leave. The 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. The department head or designee may request at any time a doctor's statement or medical opinion from the City Physician regarding the Employee's physical ability to perform the duties of the job. An Employee shall be notified at the earliest possible time if management requires such a statement upon return to work. Without a doctor's statement, the Employee will be charged leave without pay for the absence.

Section 31.14 A supervisor may request an investigation of the alleged illness of an Employee absent on sick leave. False or fraudulent use of sick leave by an Employee shall be cause for disciplinary action which may include dismissal. 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. Sick leave is not available for job-related injuries, whether incurred while working for the City, another employer entity, or self-employed.

Section 31.15 Employees who apply for promotional opportunity must meet the established guidelines on absenteeism as a factor in determining promotional qualifications prior to being certified.

Section 31.16 After three (3) months of service, accrued vacation, compensatory leave, and/or alternative holiday leave may be used for sick leave when accrued sick leave has been exhausted. Each of these instances of leave use will count as an emergency leave request per Section 36.5 unless the leave is designated as Family Medical Leave and after consideration of previous use of Family Medical Leave. If an Employee has used all of his/her emergency leave requests, the absences will be considered LWOP per Section 25.1. The granting of any of these requests 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, compensatory leave or alternative holiday leave for the absence. Family Medical Leave Act (FMLA) documentation may serve as appropriate medical verification for using available vacation, compensatory leave or alternative holiday leave for a sick absence. The City has the right to designate FMLA leave regardless of whether the Employee requests the leave. FMLA shall run concurrent with any other available leave.

Section 31.17 The use of forty-eight (48) hours or less of accrued Sick Leave in any twelve (12) month period, in and of itself, shall not be considered abuse. Any Employee who has used in excess of eighty (80) hours of sick leave or unauthorized leave without pay per calendar year (for non FMLA absences) will not be eligible for any Satisfactory Performance Increases or Special Merit Increases given in that calendar year. Any absence of forty (40) continuous hours or more will count as one (1) day absence.

Section 31.18 Any Employee who has used zero (0) hours of sick leave for one-half (1/2) of a fiscal year shall have an option to sell back eight (8) hours of sick leave to the City for cash payment or request (8) hours sick leave be converted to vacation. The parties agree this shall allow a maximum sell back of sick time or conversion from sick to vacation of sixteen (16) hours per fiscal year.

ARTICLE 32 – INJURY, VOTING, VOLUNTEER AND MILITARY LEAVE

Injury Leave, Voting Leave, Volunteer Leave, and Military Leave shall follow the policies established in the Personnel Policies and Procedures Manual. Employees are encouraged to review the current Personnel Policies and Procedures Manual Injury, Voting, and Military Leave policies for complete information on these benefits.

ARTICLE 33 – COURT LEAVE

Section 33.1 An 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.

D. Employees summoned for jury duty will receive at least one (1) day off during the week in which the employee will not be required to report to work or be serving on jury duty unless the jury duty requirements prohibit it. The scheduling of day(s) off will be at the discretion of the Employee's supervisor. It is understood, however, that the requirements of jury duty supersede this Section.

E. Employees must call the on duty supervisor upon release from Jury Duty to determine when the Employee shall be required to return to work.

ARTICLE 34 – OVERTIME

Section 34.1 Employees shall normally be compensated for overtime at one and one-half times (1-1/2) the regular rate ("adjusted overtime rate") for all time worked in excess of forty (40) hours in one work week. Only fixed holiday leave and AHL when used as described in 37.8 shall count as hours worked for computing overtime pay. PSC Employees will not be required to work more than twelve (12) consecutive hours. Employees will be given every opportunity to work available overtime assignments. With the exception of the on-duty supervisor temporarily relieving Employee positions, a member of management will only fill Employee positions when:

A. The Employees currently working have been notified of the need for overtime and none volunteered; and

B. The page was sent out requesting voluntary overtime; and

C. There is less than two (2) hours until the position is needed; and

D. No Employee calls in before the needed overtime slot begins asking to work overtime.

Section 34.2 Upon request by an Employee's supervisor or other representative of departmental management, Employees shall be required to work additional assignments. However, departmental supervisors may excuse an Employee from working the assignment if the Employee presents a valid reason for not working that is acceptable to management. Reasons for not working immediately following an Employee's regular shift must be presented to the on-duty supervisor during the first two (2) hours of the Employee's regular shift, if practical.

Section 34.3 Management will make every reasonable effort to give Employees two (2) hours notice of additional assignments which begin prior to or following the Employee's regular shift. When an emergency exists, the above notification requirements shall not apply and any Employee may be forced or called in to work. Emergency shall be defined to include the following: the Mayor of the City of Tulsa declares a state of emergency; or the Emergency Operations Center is activated; or the Tulsa Police Department declares an organizational shift or higher mobilization; or the Tulsa County Sheriff's Office declares a similar mobilization; or the Tulsa Fire Department declares a second alarm emergency or higher; or either the Police or Fire Department cancels their Employees' leaves.

Section 34.4 For purposes of Employee safety and work effectiveness, supervisors and Employees are responsible to ensure that Employees shall not work in excess of sixteen (16) hours within any twenty-four (24) hour period. Supervisors shall not schedule or allow Employees to work more than sixteen (16) hours in a twenty-four (24) hour period and Employees shall advise Supervisors when they are working more than twelve (12) consecutive hours. Employees shall normally be limited to sixty-four (64) hours of work per week, unless management approves any additional hours due to an operational necessity. Supervisors shall make a good faith effort to

provide Employees with at least an eight (8) hour continuous break in any twenty-four (24) hour period.

ARTICLE 35 – SEMI-ANNUAL BID PROCEDURES

Section 35.1 A Committee shall be established following the provisions of Article 9 – Labor-Management Relations, to review the impact of PSC policy 204 on the October 2019 bid process for the purpose of evaluating any needed revisions.

Section 35.2 The PSC policy 204 shall be used for administering the Semi-Annual Leave bid process.

ARTICLE 36 – ELECTIVE LEAVE

Section 36.1 Elective Leave shall be defined as any leave requested that is not semi-annual leave and may consist of vacation leave, compensatory leave, floating holiday, and/or alternative holiday leave.

Section 36.2 Elective Leave will be granted on a first come, first served basis. Seniority shall not be used as a basis for canceling a less senior Employee's previously approved and scheduled elective leave.

Section 36.3 Holidays that are still available after semi-annual leave requests are approved will be granted on the same basis as elective leave.

Section 36.4 Staffing will take precedence over any leave requests. Usually, no more than six (6) Employees per day (two (2) Employees per shift on an eight (8) hour work day or one (1) Employee per shift on a ten (10) hour work day) shall be allowed elective or semi-annual leave per day. It is understood by both parties that exceeding this limitation may unduly disrupt the operations of the PSC.

Section 36.5 All elective leave requests shall be submitted through the time and attendance system for approval at least twenty-four (24) hours in advance. However, supervisors at their discretion and, when appropriate, after consultation with the 911 Director or designee, may approve an Employee's request for elective leave upon shorter notice or in view of Employee emergencies. The Employee shall notify the on-duty supervisor of the need to request such elective leave at the earliest possible time. Approval of requests for elective leave with less than twenty-four (24) hours notice and/or requests for elective leave where there are already the maximum number of Employees scheduled off per Section 36.4 and requests for leave when sick leave is exhausted per Section 31.16 shall be limited to no more than six (6) occurrences (emergency leave requests) per calendar year. If the leave does not result in overtime or cause other scheduling issues it will not count as an emergency leave occurrence. If an Employee has used all of his/her emergency leave requests, the absences will be considered LWOP per Section 25.1.

Section 36.6 All elective leave requests shall be subject to final approval by the 911 Director.

Section 36.7 All approved elective leave will be posted on the leave calendar. If leave is denied, the denial will be noted in the time and attendance system.

Section 36.8 In cases where an Employee is exercising elective leave and/or semi-annual vacation leave, or requesting other paid leaves amounting to at least four (4) days of contiguous leave (which may include normal days off), approved vacation leave shall be assumed to begin as soon as the Employee has completed his/her last regularly scheduled workday inclusive of scheduled overtime prior to the approved leave unless the Employee requests to be excused from the scheduled overtime at least one (1) week in advance of the scheduled 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, that necessitates a change in the vacation schedule, the Employee shall be notified of such change at the earliest possible time.

ARTICLE 37 – COMPENSATORY AND ALTERNATIVE HOLIDAY LEAVE

Section 37.1 When requested by an Employee, Alternative Holiday Leave ("AHL") can be accrued for holiday benefit hours and Compensatory Leave (comp time) can be accrued for overtime hours worked, in lieu of the options provided to an Employee in Sections 34.1 and 28.2. B of this Agreement.

Section 37.2 Any Employee who works a holiday may request AHL time, and if approved, shall submit an email to their immediate supervisor and their payroll clerk requesting that holiday benefit hours be accrued as AHL in lieu of Section 28.2. B. Such request must be made within twenty-four (24) hours of working the holiday. In addition to the banked holiday hours, the Employee will be compensated at one and one-half (1½) his/her straight time rate for normal shift (8 or 10) hours worked on the holiday and two (2) times for hours worked in excess of their normal shift.

Section 37.3 Any Employee who works overtime may request Compensatory Leave in lieu of monetary overtime at a rate of one and one-half hours (1½) of compensatory time for each hour of overtime worked.

Section 37.4 The maximum accrual of compensatory time which an Employee may accrue, or have in his/her bank at any one time, shall be forty (40) hours. The maximum accrual of Alternative Holiday Leave which an Employee may accrue or have in his/her bank at any one time, shall be fifty-six (56) hours.

Section 37.5 Compensatory Leave and Alternative Holiday Leave requests shall be processed through the Time and Attendance system. Employees who utilize any Compensatory Leave outside of Article 36 provisions or not in line with approval determinations that would have applied to vacation leave shall have all compensatory leave accruals cashed out by management and lose his/her overtime compensatory accrual alternative in the future.

Section 37.6 Compensatory time and Alternative Holiday Leave pay shall be inclusive of shift differential.

Section 37.7 AHL of less than a full shift and Compensatory time used shall not count as hours worked when computing overtime.

Section 37.8 Except in cases where the Employee is utilizing AHL in lieu of sick time, AHL requested and approved in full shift increments shall count as hours worked when computing overtime.

ARTICLE 38 – RECLASSIFICATION AND PROGRESSION

Section 38.1 Reclassification shall be differentiated from promotions. 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 requirement for each progression.

Section 38.4 The approved college coursework requirements for progression to Telecommunicator Level II, Telecommunicator Level III, and Telecommunicator Level IV may be substituted by approved coursework directly related to each Telecommunicator position. Approvals will be made on a case-by-case basis, and must be approved by the PSC Training

Coordinator, the PSC Division Head or designees, and the Human Resources Director or designee.

ARTICLE 39 – EXCHANGE OF DUTY

Section 39.1 Duty exchange is defined as the voluntary trading of scheduled working time, and/or stand-by time, between two Employees within the same workweek due to the Employee's need to attend to personal matters. Duty exchange shall be between Employees of like job skills and knowledge.

Section 39.2 Duty exchange shall first be approved by a supervisor. Both Employees must each sign and complete an "Exchange of Duty Request" form and submit it to the Employee's immediate supervisor at least twenty-four (24) hours prior to the date of such exchange. Supervisors may approve a personal emergency exchange of duty over the telephone and without a twenty-four (24) hour notice for just cause.

Section 39.3 Duty exchange will only be denied for cause, which may include, but shall not be limited to, unlike job skills and/or knowledge. Cause for denial of duty exchange shall, when possible, be discussed with the Employee prior to denial. Unlike job skills and/or knowledge will not normally be the sole reason for denial of duty exchange when it can be determined at the time the duty exchange is requested that it will not create a shortage in any specific skill.

Section 39.4 In the event that an Employee agrees to a duty exchange with another Employee and does not show up for their work assignment, and/or is not available during stand-by hours, disciplinary liability shall fall upon the Employee who agreed to work in place of the other Employee. Furthermore, the Employee who is relieved from duty shall not be subject to disciplinary action if the other Employee does not show up and/or is not available during stand-by time.

Section 39.5 It is understood than an Employee agreeing to a duty exchange shall be responsible for fulfilling all possible overtime requirements, both before and after the regular shift.

ARTICLE 40 – FAMILY AND MEDICAL LEAVE

Section 40.1 The Union and the City recognize the necessity of ensuring compliance with the Family and Medical Leave Act of 1993. The policy guidelines provided within the Human Resources Policies and Procedures Manual shall be used for administering Family and Medical Leave.

Section 40.2 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 Family and Medical Leave Act 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 Alternative Holiday Leave, Injury Leave, Compensatory Leave,

Sick Leave, and Vacation Leave accruals as may apply to the twelve (12) week benefit under the Federal Family and Medical Leave Act and the related Human Resources Policy and Procedure Section 316 provisions. Any remaining Family and Medical Leave time frame benefits after expenditure of applicable paid leave benefits shall be administered as leave without pay.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this 30th day of September, 2019.

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

By: _____
President

_____
Bargaining Committee Member

Bargaining Committee:
Joshua Hall
Darin Glodo
Ginger Ward

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
Matt Kirkland
Ken White
Melanie Brinkman
Cheri Harvell
Ken Factor
Lawson Vaughn

EMERGENCY COMMUNICATIONS (EC) PAY SCHEDULE

Appendix A

January 5, 2020

Grade/Step	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
EC-01																	
Annual	**$33,529.60**	$34,367.84	$35,227.04	$36,107.71	$37,010.40	$37,935.66	$38,884.06	$39,856.16	**$40,913.60**	$41,731.87	$42,566.51	$43,417.84	$44,286.20	$45,171.92	$46,075.36	$46,996.87	**$48,276.80**
Bi-Weekly	**$1,289.60**	$1,321.84	$1,354.89	$1,388.76	$1,423.48	$1,459.06	$1,495.54	$1,532.93	**$1,573.60**	$1,605.07	$1,637.17	$1,669.92	$1,703.32	$1,737.38	$1,772.13	$1,807.57	**$1,856.80**
Hourly (40)	**$16.12**	$16.52	$16.94	$17.36	$17.79	$18.24	$18.69	$19.16	**$19.67**	$20.06	$20.46	$20.87	$21.29	$21.72	$22.15	$22.59	**$23.21**
EC-02																	
Annual	**$35,193.60**	$36,073.44	$36,975.28	$37,899.66	$38,847.15	$39,818.33	$40,813.79	$41,834.13	**$42,931.20**	$43,789.82	$44,665.62	$45,558.93	$46,470.11	$47,399.51	$48,347.50	$49,314.45	**$50,689.60**
Bi-Weekly	**$1,353.60**	$1,387.44	$1,422.13	$1,457.68	$1,494.12	$1,531.47	$1,569.76	$1,609.01	**$1,651.20**	$1684.22	$1717.91	$1752.27	$1787.31	$1823.06	$1859.52	$1896.71	**$1,949.60**
Hourly (40)	**$16.92**	$17.34	$17.78	$18.22	$18.68	$19.14	$19.62	$20.11	**$20.64**	$21.05	$21.47	$21.90	$22.34	$22.79	$23.24	$23.71	**$24.37**
EC-03																	
Annual	**$38,729.60**	$39,697.84	$40,690.29	$41,707.54	$42,750.23	$43,818.99	$44,914.46	$46,037.32	**$47,226.82**	$48,171.35	$49,134.78	$50,117.47	$51,119.82	$52,142.22	$53,185.07	$54,248.77	**$55,744.00**
Bi-Weekly	**$1,489.60**	$1,526.84	$1,565.01	$1,604.14	$1,644.24	$1,685.35	$1,727.48	$1,770.67	**$1,816.42**	$1852.74	$1889.80	$1927.60	$1966.15	$2005.47	$2045.58	$2086.49	**$2,144.00**
Hourly (40)	**$18.62**	$19.09	$19.56	$20.05	$20.55	$21.07	$21.59	$22.13	**$22.71**	$23.16	$23.62	$24.09	$24.58	$25.07	$25.57	$26.08	**$26.80**
EC-04																	
Annual	**$41,808.00**	$42,853.20	$43,924.53	$45,022.64	$46,148.21	$47,301.91	$48,484.46	$49,696.57	**$51,001.60**	$52,021.63	$53,062.06	$54,123.31	$55,205.77	$56,309.89	$57,436.09	$58,584.81	**$60,211.01**
Bi-Weekly	**$1,608.00**	$1,648.20	$1,689.41	$1,731.64	$1,774.93	$1,819.30	$1,864.79	$1,911.41	**$1,961.60**	$2000.83	$2040.85	$2081.67	$2123.30	$2165.76	$2209.08	$2253.26	**$2,315.81**
Hourly (40)	**$20.10**	$20.60	$21.12	$21.65	$22.19	$22.74	$23.31	$23.89	**$24.52**	$25.01	$25.51	$26.02	$26.54	$27.07	$27.61	$28.17	**$28.95**

Annual and biweekly rates are provided for informational purposes only.

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 – 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 full-time 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 D
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:

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-14)			
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 E
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.