

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

July 1, December 30, 2018– June 30, 2020

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PREAMBLE

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

Appendices to this Agreement are:

Appendix A– Pay Chart for Information Technology Employees
Appendix A-1 – Pay Chart for Information Systems Employees
~~Appendix A-2 – Pay Chart for Information Technology Employees~~
~~Appendix A-3 – Pay Chart for Information Systems Employees~~
Appendix B – Work Rules for Personal Conduct
Appendix C – Contract Grievance Form
Appendix D – Union Steward Locations
Appendix E – Cardinal Rules of Safety

ARTICLE 1 - RECOGNITION

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

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

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

- (1) To direct the work of IT/IS department Employees to include:
 - (a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;
 - (b) assigning and determining working hours, including overtime, and allocating and assigning work or duties to Employees of the IT/IS department;
 - (c) managing and directing the Employees of the IT/IS departments, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer, furlough, or lay off, or to discharge, suspend, demote or discipline any department Employee, whether probationary or non-probationary;
 - (d) determining the organization of the IT/IS departments, including the right to organize and reorganize, to determine job classifications and ranks, to determine the number of employees to be employed, to determine staffing of shifts and departments, and to determine the standards of performance of Employees;
 - (e) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;

- (f) determining the methods, means, tools, procedures, location and personnel by which the operations of the departments are to be conducted;
 - (g) introducing new, improved, or different methods and techniques of operation for the departments, or change or eliminate existing methods and techniques;
- (2) To determine the qualifications for employment and the nature and content of personnel examinations; and,
- (3) To take actions as may be necessary to carry out the City's mission in emergencies.

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

ARTICLE 3 – SAVINGS CLAUSE

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

ARTICLE 4 - DURATION OF AGREEMENT

Section 4.1 This Agreement shall become effective on July 1, 2018-2019 or the date when the Agreement is fully executed by all of the parties, whichever is later, and shall remain in full force and effect until 11:59 p.m. June 30, 2019-2020; however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 2018-2019, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY 18-19-20 will not be finalized until appropriation of adequate and sufficient funds. In the event of failure of the City to appropriate said funds, said economic provisions set forth to become effective throughout FY 18-19-20 shall be deemed null and void without further action by either party to this Agreement. In such event the City and Union shall reopen enter into negotiations for FY 18-19-20 to address the economic provisions. The remainder of this Collective Bargaining Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2019-2020.

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 IT/IS Unit to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, AFSCME Local 1180 shall notify the Human Resources Director or designee, in writing, no later than the last Friday in January immediately prior to the beginning of a new fiscal year for which no collective bargaining agreement has been negotiated.

Section 4.3 The City agrees to provide time off for three (3) Employees to act as the negotiating team for the IT/IS Unit. Employees who are designated as members of the negotiating team shall request authorization one week prior to the scheduled meeting of their supervisor prior to attending negotiation meetings with representatives of the City 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 4.4 Once a tentative collective bargaining agreement has been reached, AFSCME Local 1180 shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the IT/IS Unit's agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement and reach impasse in negotiations, any and all unresolved issues shall be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute resolution, the IT/IS Unit's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

Section 4.5 Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives shall meet within 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 to be held within a reasonable period of time after the arbitrator receives notification of his/her selection and the parties and the arbitrator agree on scheduling. The hearing shall be informal and the rules of evidence prevailing in a court of law may be applied in the arbitration. The Party requesting arbitration shall present their case to the arbitrator first. Any and all documentary evidence and other data

deemed relevant to the arbitrator may be received in evidence. The hearing will be concluded with twenty (20) calendar days of commencement and the arbitrator will issue written findings and recommendations with respect to all issues presented within sixty (60) calendar days of commencement of the hearing or submission of briefs by the parties whichever is applicable. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

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

ARTICLE 5 – EFFECT ON PRIOR AGREEMENTS

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

ARTICLE 6 – NONDISCRIMINATION

Section 6.1 The Employer and the IT/IS Unit jointly agree that there shall be no discrimination against any employee in any manner which would violate any applicable laws or because of race, color, sex, age, religion, political beliefs, national origin, ancestry, disability, or sexual orientation in any manner involving employment – including recruitment, advertising, appointment, promotion, layoff, compensation, benefits, training, selection for training, or any other terms, conditions or privileges of employment.

Section 6.2 An Employee shall not be discriminated against because of his/her status of AFSCME Local 1180 membership or non-membership or for exercising any rights under this Agreement. This shall include, but not be exclusive of, filing of grievances or participating in investigations, organizing, negotiating, or otherwise supporting AFSCME Local 1180.

Section 6.3 Employer and AFSCME Local 1180 and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity. The parties agree that AFSCME Local 1180 shall have a representative on the City's Affirmative Action/Equal Employment Opportunity Committee that is established to review the employment practices of the City and, if deficiencies are found, to recommend and support the implementation of appropriate corrective actions related to those deficiencies.

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

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

ARTICLE 7 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

Section 7.1 If the Union 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 Union 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 the Union 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 the Union. 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. The Union shall receive a dues deduction report quarterly during the calendar year.

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

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

Section 7.7 Union 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 AFSCME Local 1180 or Employees. AFSCME Local 1180 or Employees will neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor will it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph will be grounds for disciplinary action, including discharge for all such Employees involved. An Employee who believes that such discipline or discharge by the Employer was not justified shall have recourse through the Grievance Procedure.

Section 8.2 Upon notification confirmed in writing by the Employer that a strike, mass absenteeism, slowdown, or any type of concerted work stoppage is in progress, AFSCME Local 1180 shall notify Employees to return to work and shall take all reasonable action to secure the Employees' return to work as promptly as possible.

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

ARTICLE 9 – LABOR-MANAGEMENT RELATIONS

Section 9.1 Representatives of the IT/IS Unit, not to exceed five (5) in number including at least one (1) representative of each division, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 9.2 Meetings shall be scheduled during normal working hours on the Employer's premises and the Union representatives shall not lose pay if they are on their regularly assigned shift.

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

Section 9.4 Management shall provide the Union and the Human Resources Director or designee with a copy of all written personnel policies, non-emergency safety policies or non-operational work rule changes affecting Employees within any work area as soon as reasonably possible. Such issues shall be presented at least thirty (30) days prior to implementation in order to provide the Union or the Human Resources Director or designee an opportunity to provide feedback. Documented Information Technology Department policies and procedures are considered operational and will need to change on a frequent basis to provide adequate customer service, security, or other operational necessities.

ARTICLE 10 - UNION STEWARDS AND GRIEVANCE COMMITTEE AND BULLETIN BOARDS

Section 10.1 Employees within the IT/IS Unit shall be represented by three (3) Stewards from the areas as set forth in Appendix D. The Union shall provide the Human Resources Director or designee with a complete list of the Stewards for the IT/IS Unit and Grievance Committee Members and their work locations and supervisor. The Union shall provide an updated list as changes occur. No more than one (1) steward shall be designated as Chief Steward of the IT/IS Unit. IT/IS Unit Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 10.2 The Grievance Committee for the AFSCME Local 1180 shall be composed of 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 IT/IS unit member and shall receive their regular compensation for such time spent during regularly scheduled working hours subject to the time limitations stated in this Agreement.

Section 10.3 Before investigating or engaging in any activity relating to grievances, a Steward or Grievance Committee member shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from his/her supervisor, the Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings without loss of pay for such time spent up to a maximum of two (2) hours per week. Any Employee who requests to discuss a grievance matter with a Steward or Grievance Committee member during working hours shall first request and receive the authorization of his/her immediate supervisor. The Chief Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings without loss of pay for such time spent for a maximum of four (4) hours per week. No more than one Steward shall attend any grievance hearing on City time, and all time utilized by Stewards and/or Grievance Committee Members during work hours shall be based on pre-approval from supervision to ensure adequate staffing levels are maintained. Upon prior approval of the Union Steward's supervisor, Union Stewards for the IT/IS Unit may also represent, at disciplinary and grievance hearings, an employee within the IT Department who is in a different AFSCME bargaining unit. Subject to advance approval by the Human Resources Director or designee, newly appointed Union Stewards shall be allowed to utilize their provided Union Business hours to attend, for training purposes, two (2) grievance or disciplinary hearings. ~~For FY 18-19 AFSCME may submit a list for approval to the Human Resources Director of current stewards requesting to attend a hearing for training purposes.~~ Upon approval of the Personnel Director or designee, a steward or Grievance Committee member may be granted additional paid time to attend disciplinary or grievance hearings. A written request for additional paid time to attend disciplinary or grievance hearings must be in writing and provided to the Personnel Director or designee and the requesting steward or member's supervisor. This written request must be received by the Personnel Director or designee and the supervisor at least one (1) working day prior to the hearing. The written request shall state a basis for the request, identify the total number of Union Business hours already used during the week, and the total hours anticipated to exceed the allotment of paid time provided in this Agreement. Approval of the request is at the sole discretion of the Personnel Director or designee. The Director of Human Resources or designee shall provide the reason for a denial in writing.

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, Grievance Committee Members, and/or other employees.

Section 10.5 The City agrees to allow bulletin boards for the exclusive use of Local No. 1180 for the posting of Local No. 1180 informational notices in IT/IS Employees work locations. Such boards shall be provided by the Union and of reasonable size and material, subject to approval by City management, and designated A.F.S.C.M.E., AFL-CIO Local

No. 1180. Bulletin boards shall be placed in work locations mutually agreed upon by the parties and in areas designated by management to include locations within the Internet Cafes in One Technology Center. Such Local No. 1180 notices shall contain no political, libelous, vulgar, or inflammatory matter. The boards shall be used only for the following notices:

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

Section 10.6 The management of the City reserves the right to remove any material from such bulletin boards which, in their opinion, does not conform to the purpose or intent of this Article. The City shall make a Local No. 1180 representative aware of any such removal of materials. If the Union disagrees with such removal, there shall be an informal meeting with the Department Manager, or designees to seek resolution. If resolution is not reached, the Union may utilize the grievance procedure outlined in Article 15.

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

ARTICLE 11 – UNION VISITATION AND NOTIFICATION

Section 11.1 Authorized representatives of the Union shall first report to an appropriate supervisor within the department or section in which the business is to be transacted prior to entering the work area. Upon receiving authorization by the supervisor, the Union representative will be permitted to enter the premises to carry out his/her transaction in a location designated by the supervisor. Time spent in such transactions shall be kept to a minimum and shall not interfere with normal work activities of City employees. 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.

ARTICLE 12 - TIME CALCULATION AND FILING REQUIREMENTS

Section 12.1 In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or a designated City holiday in which event the period will continue until the end of the next

business day which is not one of the aforementioned days. All time periods will expire at 5:00 p.m. on the last day of the designated time period. Unless designated otherwise, all time periods referenced within this Agreement shall be calculated in calendar days.

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

Section 12.3 Written grievances and appeals must be filed in person to the designated City representative during normal business hours. Grievances and Appeals submitted to the Human Resources Director, Personnel Director, or designees will be delivered in person to the designated support person in the Human Resources Department on the 14th floor of One Technology Center

ARTICLE 13 – DISCIPLINE

Section 13.1 The City reserves the right to discipline or discharge any non-probationary Employee for cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure as applicable. In the administration of this Article, discipline shall be reasonably expedient, progressive in nature, based upon the circumstances of the offense and the Employee's performance record, and be corrective rather than punitive (except in the case of termination). This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge. Pursuant to Tulsa's Charter and Civil Service rules, probationary Employees have no due process or property rights in their positions until after completing the initial probationary period, which shall mean probationary Employees cannot file disciplinary related grievances or be the subject of such grievances.

Section 13.2 The City and Union agree Employees shall be treated as consistently as possible as concerns the application of discipline and/or other actions regarding work rules as found within the Appendix titled, Work Rules for Personal Conduct. This shall not preclude the rights of individual departments and managers to set forth specific rules or manners of operating their work areas which are related to the provision of specific services and the mission of their work sections.

Section 13.3 If it is necessary to interview an Employee to discover information as part of an investigation, and the Employee has a reasonable belief that the interview may result in disciplinary action against him or her, the Employee has the right, upon request, to have a Union representative present. Management is not required to inform the Employee of his/her witness rights; it is the Employee's responsibility to know and request Union representation. The Union representative shall be told the purpose of the meeting and be given reasonable time to confer with the Employee before the meeting. Employees have the right to not participate in such a meeting if management denies union representation and continues to question the Employee.

Section 13.4 For minor offenses by an Employee, management has a responsibility to discuss such matter with the Employee. Counseling of this type shall be held in private between the Employee and supervision. Counseling is not considered discipline and is not subject to the Grievance Procedure. A written Employee Counseling Record may be completed to document such counseling with a copy provided to the Employee. The Employee may provide a written response, which shall be retained with the written Employee Counseling Record. It is understood informal counseling sessions occur from time to time which may not be documented in any manner. Employee Counseling Records shall not be placed in the Employee's official Human Resources Department file. However, should an Employee grieve or appeal any employment action in the future, counseling records may be used as evidence in these grievance hearings or appeals.

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

Section 13.6 Employees shall be given the opportunity to have an IT/IS Unit Steward or representative, chosen by the Employee, present in any disciplinary hearing. Employees shall be notified in writing of any pre-action or pre-termination hearing at least two (2) working days (or equivalent work hours) prior to a pre-action such hearing and five (5) working days (or equivalent work hours) prior to a pre-termination hearing. The written notification of hearings shall include: 1) general information concerning the alleged offense(s), 2) the work rule(s) violated (if any), 3) the policy or procedure(s) violated (if any), 4) the time, date and place of hearing, and 5) the right to have an IT/IS Unit Steward or representative at the hearing, and 6) the name of the hearing officer.

Section 13.7 Notice of a pre-action hearing means that the Employee is being considered for discipline involving a suspension without pay or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the Employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing.

Section 13.8 Discipline above the level of written reprimand shall require a certified hearing officer from outside the department. An Employee must be afforded an opportunity to hear and discuss the charges and major supporting evidence against him/her prior to any decision being made. In any pre-action or pre-termination hearing, the burden of proof shall fall upon management to show just cause for the subject discipline. Upon conclusion of a disciplinary hearing, the Steward or representative shall be afforded the opportunity to meet privately with the hearing officer for no more than ten (10) minutes prior to the hearing officer meeting with management representatives. Hearings shall be conducted by an impartial hearing officer designated by the department

~~head.~~ Human Resources Director or designee. Upon conclusion of the hearing and the recommendation of the hearing officer, the Department Head shall make the final determination of discipline (if any).

Section 13.9 Discipline shall include: written reprimands, suspensions without pay, demotions, and discharges. Employees disciplined shall be given a copy of such discipline at the time such action is taken. This document shall include the specific reasons for such discipline such as, approximate time and location, specific work rule or regulation violated, action of the Employee and if appropriate, recommend corrective action to the Employee. A non-probationary Employee shall have the right to appeal or grieve such discipline as provided under Article 14 or Article 15 of this Agreement, or under the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual, as appropriate.

Section 13.10 Pending a pre-action or pre-termination hearing, the City may suspend an Employee until investigation of the incident is completed and will normally place the Employee on paid administrative leave. ~~The Employer shall normally hold a pre-action or pre-termination hearing no less than two (2) working days and within five (5) working days of the suspension or as soon as reasonably possible.~~ In cases where the Employee is on paid administrative leave, the Department shall have sole authority to determine the length of paid administrative leave ~~extend the five (5) working day requirement~~ due to investigation process considerations and/or upon receipt of an extension request from the Union. If the Employee has been involved with a possible criminal offense, the Employee shall be placed on either authorized personal leave or leave without pay and the timeframes for investigation and the pay status determination shall be solely at management's discretion.

Section 13.11 It is understood that previous disciplinary issues shall be considered part of the progressive disciplinary process regardless of similarity. However, disciplinary actions shall normally be considered in future disciplinary reviews for a maximum of only two (2) years, except in cases involving unusually serious offenses including but not limited to allegations of discrimination or sexual harassment, or harassment based on other protected characteristics. Any documentation relating to a specific disciplinary action overturned through either the grievance or appeal procedure shall be removed from the Employee's Human Resources Department file and the Employee's official personnel file within his/her department.

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

Section 13.13 It is agreed reduction of accrued vacation in lieu of suspension without pay is an effective means of corrective discipline. An Employee who commits an offense for which the Employee could be suspended without pay, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension without pay, which, if accepted, shall be considered a suspension without pay for purposes of progressive discipline. Only one vacation leave accrual reduction may be imposed during any twelve (12) month period. Vacation Leave accrual reduction shall be limited to a maximum of five (5) days and shall not be grievable.

ARTICLE 14 – DISCIPLINARY AND PROMOTIONAL APPEALS AND GRIEVANCES

Section 14.1 All Civil Service Commission (CSC) related disciplinary appeals and merit grievances of Employees will be processed by the Employee or through the AFSCME Local 1180 office. The Personnel Director shall notify the Union of any CSC appeals submitted by bargaining unit members that are not processed through the Union. A written appeal or merit grievance filed on behalf of an Employee will include the Employee's specific objection(s) to the original action.

Section 14.2 Discipline involving suspensions without pay, demotions and dismissals may be appealed to the Civil Service Commission with the exception that probationary Employees shall have no right to appeal disciplinary issues and will be made solely for good and sufficient cause.

Section 14.3 A non-probationary Employee may file a written request for a Civil Service Commission hearing of any suspension without pay, demotion or dismissal with the Personnel Director in accordance with provisions provided in Personnel Policy, the City Charter, and Procedure 105 – Right of Appeal 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 The burden of proof will be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action will be affirmed by the Civil Service Commission unless sustained by a preponderance of the evidence.

Section 14.6 A merit grievance involves a promotional matter and will be handled according to Personnel Policy and Procedure 127 – Merit Grievances.

Section 14.7 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. The Civil Service Commission hearing may result in approval, denial or modification of the

department's action and/or the Human Resources Director or designee's recommendation, or the Personnel Director's decision. Time limits set forth and required under the City Charter may not be extended.

Section 14.8 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, as appropriate.

ARTICLE 15 – CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 A contract grievance may be filed by the Union or any member of the bargaining unit concerning the meaning, application, and/or interpretation of the specific articles of this Agreement and the application of any work rules or regulations affecting Employees. The contract grievance procedure set forth in this Article will apply to all contractual issues except those issues involving: (A) suspension without pay, demotion or dismissal appeals, promotional matters, or written reprimand grievances which shall be processed under Article 14.

Section 15.2 No matter will be accepted as a contract grievance hereunder unless it is initiated through the Step 1 process within fifteen (15) days after the occurrence of the event or after the Employee becomes aware or reasonably should have been aware of the event giving rise to the contract grievance, unless provided differently within this Article.

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

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

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

investigate and/or meet with the parties involved at his/her discretion. Within ten (10) working days after receipt of the written grievance, the Employee's department head will answer the grievance in writing to AFSCME Local 1180's office. If the grievance remains unresolved, AFSCME Local 1180 and its representative have five (5) working days after receipt of the department head's answer in which to forward the grievance as originally written and the attached answer to the Human Resources Director.

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

Step 4. If the grievance is unresolved after receipt of the Human Resources Director's answer, AFSCME Local 1180 may request in writing within fifteen (15) working days that the grievance be submitted to impartial arbitration. Within five (5) working days from receipt of a request for arbitration, the parties will jointly request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. Within five (5) working days from receipt of such a panel, a representative of the AFSCME Local 1180 and a representative of the City will meet and alternately strike names until one (1) Arbitrator remains who will be selected as the Impartial Arbitrator. The party requesting arbitration strikes the first name.

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

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

Section 15.5 With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings and recommendations of the Arbitrator are final and binding on the parties to this Agreement to the extent allowed by law; however, the authority and responsibility of the Employer shall not be usurped in any manner that conflicts with the City Charter, City Ordinances, and State and Federal Law unless specifically amended or modified by this Agreement. The Arbitrator's authority is limited to the interpretation and application of the terms of this Agreement. The arbitrator's authority shall not extend to those extra-contractual (i.e., Worker's Compensation, Unemployment Compensation issues, etc.) matters for which a forum and remedy is available pursuant to 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 15.6 It is specifically and expressly understood that taking a contract grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grieving party and all persons it represents to litigate or otherwise contest the disputed subject matter in any court or other forum. AFSCME Local 1180 and the City will share the cost and expenses incurred by the Impartial Arbitrators equally. If a transcript of the proceedings is requested, the parties will share the cost of the transcript equally.

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

ARTICLE 16 – PERFORMANCE EVALUATIONS

Section 16.1 The Employer's Personnel Policies and Procedures governing Performance Planning & Review shall apply.

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

Section 16.3 The completed performance evaluation shall be placed in the Employee's personnel file after he/she has electronically acknowledged and received a copy of the evaluation (Performance, Planning and Review Record), or after the Employee's supervisor and an exempt witness acknowledge electronically 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 16.4 If Management adds comments to the evaluation after the evaluation has been signed by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by Employee. The Employee may include appropriate, relevant written comments concerning the additional comments

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

Section 16.6 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 AFSCME Local 1180 will cooperate in the communication and enforcement of safety rules and regulations for the purpose of providing a safe and healthful working environment. Departments shall maintain on-going viable safety programs for this purpose. Violations of established safety rules and regulations may be subject to disciplinary action. The 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 as referenced in Article 2 of this Agreement. The Employer and AFSCME Local 1180 insist on the observation of safety rules, regulations and procedures, as specified in the Safety and Health Manual of the City of Tulsa.

Section 17.2 The City and AFSCME Local 1180 recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment

and rehabilitation. The City and the AFSCME Local 1180 agree that substance abuse in the workplace may represent a threat to personnel and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are subject to and encouraged to review the City's Personnel Policies and Procedures applicable to substance abuse, drug testing and discipline, as stated in Safety and Health Manual Section 109, Drug Testing Policy and Section 112, EAP Program Information.

Section 17.3 All unsafe or unhealthful working conditions shall be reported to the supervisor. The supervisor may request the aid of safety personnel in making assessments of hazards and remedies if desirable and necessary. The Employee is to perform work in a safe manner and management is to see that the work place is reasonably safe and healthful. The City will promptly investigate all accidents/incidents involving Employees, and take prompt remedial or corrective actions to remedy such events, including potential discipline to Employees. Employees are expected to cooperate fully in the investigation of such accidents/incidents.

Section 17.4 No person shall discharge or in any manner restrain, coerce, threaten or discriminate against an employee for well intended reporting of unsafe or unhealthful conditions. If an Employee believes sufficient remedy has not taken place in response to his/her request, the matter may then be entered as a written grievance in Step Two (2) of the grievance procedure within five working days of the conclusion of the department's investigation. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration.

Section 17.5 During the regularly scheduled Labor-Management Committee, the committee may review any safety and health initiatives, training efforts, and policies and may thereafter recommend or propose any safety program changes to the Management Safety Committee for consideration and possible approval by the Mayor.

ARTICLE 18 – TRAINING AND DEVELOPMENT

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

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

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

ARTICLE 19 – PAY ADMINISTRATION

Section 19.1

- A. The pay chart shown as Appendix A shall be for Information Technology (IT) Employees and the pay chart shown as Appendix A-1 shall be for Information Systems (IS) Employees. Employees shall be placed within the Appendix A or A-1 pay chart, as applicable, within the same pay grade and step that he/she had on the day prior to execution of this Agreement.
- B. A Satisfactory Performance Increase (SPI) is an increase in pay involving movement from one pay step to the next pay step, for IT Employees, 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 in January of each year, if negotiated and budgeted for that fiscal year. Eligible Employees shall receive an SPI effective January 5, 2020. Eligible IS Employees below the midpoint of the pay schedule shall receive a 2.5% SPI. Eligible IS Employees at or above the midpoint of the pay schedule shall receive a 2.0% SPI.
- C. ~~Effective January 6, 2019, all IT Employees shall be moved to the Appendix A 2 pay chart within the same step and paygrade he/she had on January 5, 2019. All IS Employees shall be moved to the Appendix A 3 chart within the same paygrade and two percent (2.0%) above the salary he/she had on January 5, 2019, not to exceed the top of the range. Appendices A 2 and A 3 represent a two percent (2.0%) across the board increase. No SPI's will be implemented in FY 2018-2019.~~

Section 19.2 Back wages will be paid to any Employee upon a finding that the Employee is entitled thereto in such amounts as may be determined through the Grievance and Arbitration Procedures. All back wage and benefit claims against the City shall be limited

to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years.

Section 19.3 No claim for back pay or wages for Employees who are terminated or suspended will exceed the amount of pay or wages the Employee would otherwise have earned at his regular wage excluding overtime pay for potential unscheduled overtime work. Claims for back pay or wages will be reduced by monies received from unemployment benefits, Worker's Compensation, or other employment compensation received by the Employee(s) or which would have been received upon proper application for such compensation.

Section 19.4 All back wage and benefit claims against an Employee will be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years unless there is a finding of criminal wrongdoing, fraud, or evidence the Employee was aware of the error.

ARTICLE 20 – LONGEVITY PAY

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

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

Section 20.3 Funding and implementation of future Longevity Pay benefits, if any, shall be determined through negotiations and budgetary process and shall be effective in January of each year. For Fiscal Year **201619-201720** no funds have been appropriated for longevity pay.

ARTICLE 21 – FAMILY AND MEDICAL LEAVE

Family and Medical Leave and all other rights provided under the Family and Medical Leave Act of 1993 as amended from time to time shall be granted to Union members in accordance with the provisions set forth within the policy guidelines provided within the Human Resources Policies and Procedures Manual. The City has the right to designate FMLA leave regardless of whether the Employee requests the leave, and FMLA leave shall run concurrent with any other available leaves.

ARTICLE 22 – SENIORITY

Section 22.1 City seniority according to this Agreement shall consist of the continuous, accumulated paid service of the Employee with the Employer based on the date employed in

a classified or regular position. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or lay-off not to exceed twelve (12) months.

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

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

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

Section 22.5 Classification seniority lists shall be sent or delivered to the ~~Secretary~~ **Union President** of Local No. 1180 when utilized as a factor specified in this Article. Such lists shall contain only the names, department, and seniority dates of those Employees applying for rights based upon classification seniority as specified in this Article.

Section 22.6 All seniority rights shall be forfeited by:

- A. Resignation.
- B. Discharge for cause.
- C. Lay-off in excess of one (1) year.
- D. Failure to report within fifteen (15) calendar days upon notice of recall from lay-off.
- E. Retirement.
- F. Disability separation.

ARTICLE 23 – REDUCTION IN FORCE

Section 23.1 The Human Resources Policies and Procedures Manual Section 129 Reduction for Economy or Abolition of Position (Layoff) and Section 509 Benefit Provisions Upon Layoff shall be used for administering the layoff process except for the severance pay schedule which shall follow the provisions of Section 23.2 below. Employees eligible for and electing to retire in lieu of layoff off shall not be eligible to receive severance pay.

Section 23.2 Any full-time, non-probationary Employee who is laid off due to economy reasons or when a position is abolished, shall be provided severance pay at his/her basic hourly wage rate in accordance with the following schedule:

Years of Service	Severance Pay(Hours)
1-5	80
6	90
7	105
8	120
9	135
10	150
11	165
12+	180

ARTICLE 24 – MEDICAL AND DENTAL INSURANCE

Section 24.1 Effective July 1, 2018⁹, the Employer will continue to contribute toward full time eEmployees health insurance premiums at the rate that became effective in January 2019. in the following amounts, regardless of the specific health plan the employee selects: \$5,550.00 per plan year for the employee only; \$9,350 per plan year for the employee and at least one eligible child; \$10,075 for an employee and one spouse; or \$13,850 per plan year for one spouse and at least one eligible child (family). The contribution is prorated for new hires, so that new hires and current eEmployees pay the same bi-weekly rate.

Section 24.2 Effective January 1, 2019²⁰, the Employer will contribute toward full-time Employee and family health insurance premiums in the amounts as determined by the City-wide benefits committee which shall include the President of AFSCME Local 1180 and one (1) additional representative selected by AFSCME Local 1180. ~~includes a representative selected by AFSCME Local 1180.~~ Such contributions shall be prorated for new hires, so that new hires and current Employees pay the same biweekly rate.

Section 24.3 Employees may only change elections during open enrollment periods and certain life events as designated by the Employer and as required by law.

ARTICLE 25 – HOLIDAYS

Section 25.1 The following days shall be observed as holidays and Employees shall be granted time off with pay unless required to work:

- A. New Year’s Day (January 1st)
- B. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
- C. Good Friday (Friday before Easter)
- D. Memorial Day (Last Monday in May)

- E. Independence Day (July 4th)
- F. Labor Day (First Monday in September)
- G. Veteran's Day (November 11th)
- H. Thanksgiving Day (Fourth Thursday in November)
- I. Friday after Thanksgiving
- J. Christmas Eve (December 24th)
- K. Christmas Day (December 25th)
- L. 2 Floating Holidays (See Section 26.3F for restrictions)

Section 25.2 Holidays are provided as an eight (8) hour benefit for full-time Employees. Employees on an alternate work schedule (shifts in excess of 8 hours) may supplement their holiday pay with vacation, compensatory time or approved leave without pay. Part-time Employees will receive a prorated holiday benefit in accordance with Section 300 of the Human Resources Policy and Procedure Manual.

Section 25.3 The granting of holidays observed by the City shall be subject to the following provisions:

- A. For Employees whose regular days off are Saturday and Sunday, when a holiday falls on Saturday it shall be observed on the preceding Friday and 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, either the workday preceding the holiday or the Employee's next scheduled workday shall be observed as the holiday as determined in advance by the Employee's supervisor based on the operational needs of the department. For night and evening employees whose regular shift extends beyond midnight, when a holiday falls on the employee's scheduled day off and/or the shift begins the evening of the holiday as defined in Section 25.1 or this Section, the employee shall observe the holiday on the calendar day following the holiday designated in Section 26.1 or this Section. Employees shall be given at least thirty (30) days advance notice of their designated holiday.
- B. An Employee required to work on a scheduled holiday shall be compensated at one and one-half his/her hourly rate for all regularly scheduled hours worked on the holiday. An Employee required to work beyond his/her regularly scheduled hours on a holiday observed by the City will be compensated at two (2) times his/her straight time rate of pay. An Employee required to work on his/her scheduled holiday and who does not receive an alternate day off shall receive eight (8) hours of holiday pay in addition to the time worked on the holiday.

- C. A holiday falling during a period of paid leave shall not be counted as a workday in computing the amount of leave expended; however, when an Employee is absent on a holiday for which he/she is scheduled to work 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. Employees on leave without pay before, after, or during a holiday will not be paid for the holiday. 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.
- D. Holiday pay shall not be paid if the Employee fails to work his/her regularly scheduled workday immediately prior to or following a designated holiday unless on vacation or compensatory leave which has been approved in advance by the Employee's supervisor or sick leave that has been verified by a Dr.'s slip. An Employee on leave without pay or unverified sick leave shall forfeit holiday pay and receive LWOP for the day(s) of absence.
- E. An Employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday and shall not receive holiday pay.
- F. Floating Holidays
 - 1. Non-probationary Employees may take two (2) floating holidays during the calendar year.
 - 2. Initial hire, probationary Employees shall receive a prorated number of floating holidays during their first year of employment as follows:
 - If hired January 1 through April 30 = 2 days (16 hours)
 - If hired May 1 through August 31 = 1 day (8 hours)
 - If hired September 1 through December 31 = 0 days
 - 3. Initial hire, probationary Employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.
 - 4. The floating holidays must be scheduled at least twenty-four (24) hours in advance and are subject to approval by the Department Head or designee. Employees shall not be allowed to work on a designated floating holiday. If an Employee is required to work on a scheduled floating holiday due to an emergency or unforeseen circumstance, the Employee shall receive an alternate day off during the same calendar

year and will not be eligible for holiday overtime pay on the originally scheduled floating holiday.

5. If a floating holiday is not used during the calendar year, it shall not be compensated for either in pay or time off. Employees who terminate from the City and have not used their Floating Holiday(s) shall not be compensated for it.

Section 25.4 With the exception of floating holidays, the Holiday shall count toward hours worked when computing overtime.

ARTICLE 26 – VACATIONS

Section 26.1 Vacation leave will be accrued to each Employee on the first day of the month following completion of thirty (30) days of continuous service. Full-time Unit Members shall accrue vacation in accordance with the following chart:

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

Section 26.2 Leave accruals shall be prorated for part-time Employees in accordance with Section 300 of the Human Resources Policy and Procedure Manual.

Section 26.3 The maximum amount of vacation leave that may accumulate in an Employee's vacation leave account at any time shall be twice the amount for which the Employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an Employee who has reached the maximum amount. No Employee shall be compensated for or allowed to use leave time which is above accrual limits. Any vacation leave accruals lost due to inaction by an Employee will not be reinstated. During any leave in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Such time shall not be used in computing time-in-grade for SPI or completion of a probationary period. 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.

Section 26.4 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 and to ensure the efficient operation of the department.
- C. Normally, an Employee must request to schedule vacation at least five (5) working days in advance and based on departmental procedures. However, work unit supervisors at their discretion may approve an Employee's request for vacation leave upon shorter notice or in view of Employee emergencies. The Employee shall notify his/her supervisor of the need to request such vacation at the earliest possible time. Vacation leave shall not exceed the total amount accrued by an Employee at the time of the scheduled departure.
- D. After three (3) months of service, accrued vacation may be used for sick leave when accrued sick leave has been exhausted. The granting of such vacation time shall be at the discretion of the appropriate supervisor who may, prior to an approval determination, request medical verification of the absence when a question exists regarding the nature of the specific absence or when the Employee's overall attendance record has been less than satisfactory. Upon receipt of the appropriate medical verification, the Employee shall be granted the use of available vacation leave for the absence. Family Medical Leave Act (FMLA) documentation shall serve as appropriate medical verification for using available vacation leave for a sick absence.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized in accordance with Article 13.
- F. 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.
- G. Upon separation an Employee shall be paid for the unused portion of his/her accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, except as limited by Section H below.

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

ARTICLE 27 – FUNERAL LEAVE

Section 27.1 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 eEmployee or spouse, grandchild of the employee, or “foster” or “step” ~~situations—~~ members within these relationships. The eEmployee shall be allowed a leave of absence with pay of two (2) consecutive (eight or ten hour) workdays.

Section 27.2 In the event of death of a brother-in-law, sister-in-law, nephew, niece, first cousin, uncle, aunt, great grandchild, great grandparent, including “foster” or “step” members within these relationships, ~~or the employee’s aunt or uncle,~~ the eEmployee shall be granted one (1) regular, eight (8) hour or ten (10) hour workday.

Section 27.3 Verification of death and relationship shall be made to the Employer upon request.

Section 27.4 An Employee may request to use vacation, compensatory time, or floating holidays for any additional time off beyond the time provided in Section 287.1 and 287.2. An Employee may also utilize sick leave when applicable and in accordance with Section 300 of Personnel Policies and Procedures.

ARTICLE 28 – DEFERRED COMPENSATION

Section 28.1 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 28.2 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 28.3 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 29 - UNION BUSINESS

Section 29.1 The duly elected President and Vice President of Local No. 1180 of the American Federation of State, County and Municipal Employees work groups may be from any of the AFSCME Units and shall preside over all bargaining groups of AFSCME.

Section 29.2 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 the Vice President, if it is clearly necessary for him/her to assume the duties of the President due to absence of the President for periods in excess of four (4) consecutive workdays and upon proper forty-eight (48) hour pre-notification (when possible) to Employer in writing. The Union President may use this one (1) shift to conduct grievance investigations or any other Union related activities. It is understood by the parties this one (1) shift is in addition to time permitted the Union President to attend formal collective bargaining sessions. In the event a holiday falls on the designated Union business day of the President or Vice

President, the President or Vice President shall be provided an additional one-half shift of Union business during the holiday work week to be designated by the employee's supervisor in order to ensure proper staffing for the work week. It is the duty of the President or the Vice President to notify their immediate supervisor of the need to change the designated Union business day at least sixty (60) days in advance.

Section 29.3 In view of Section 29.2 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the Union President shall be factors considered by the City in making such a shift assignment decision.

Section 29.4 Except as provided within Section 29.2 and Section 4.3, the City agrees to provide one (1) work shift (based on the Employee's regular work shift) off with pay per week for one (1) duly elected Vice President of Local No. 1180 to attend to the duties of that office. When this Vice President is elected, the Vice President shall inform his/her direct supervisor of which day of the week will be designated for the performance of Vice Presidential duties. This designated day shall be the day for the Vice President to perform those duties unless agreed to otherwise by the supervisor. It is understood that the Vice President's hours shall not be affected (increased) by the Vice-President's participation as a steward, grievance committee member or any other role which would normally include specified time off. The City agrees to provide a maximum of four one-half (1/2) shift off with pay per week for the duly elected Secretary Treasurer and 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.

Section 29.5

- A. The City agrees to provide time off with pay for a period not to exceed five (5) working days for five (5) representatives from AFSCME Local No. 1180 in addition to the President to attend the AFSCME National Convention of AFSCME held once every two (2) years provided the representatives do not come from the same section within a department.
- B. The City agrees to provide time off with pay for a period not to exceed three (3) working days for five (5) representative from each of the AFSCME Local No. 1180 in addition to the President to attend the State AFL-CIO Convention held annually provided the representatives do not come from the same section within a department.
- C. The Union will notify the Employee's supervisor and Human Resources at least one week prior to the State and National Convention which employees will attend.

ARTICLE 30 – RECLASSIFICATION AND PROGRESSION

Section 30.1 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 in accordance with Section 222 of Personnel Policies and Procedures. 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 30.2 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.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the ~~29~~th day of ~~June~~, 2018~~9~~.

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

By: _____
President

Bargaining Committee Member

Bargaining Committee:
~~Destiny Huddleston~~ Joshua Hall
~~Brian O'Keefe~~
Suzette Beck-Ramsey
Zack Jones

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By: _____
Mayor

Attest: _____
Brown
City Clerk

Approved: _____
Assistant City Attorney III – Litigation

Bargaining Committee:
Joyce Powell
Erica Felix-Warwick
Ken Factor
Michael Dellinger
~~Gerald Bender~~ Amy

Lawson Vaughn
Lynntera Gatewood

APPENDIX A
INFORMATION TECHNOLOGY (IT) PAY SCHEDULE

APPENDIX A-1
INFORMATION SYSTEMS (IS) PAY SCHEDULE

APPENDIX A-2
INFORMATION TECHNOLOGY (IT) PAY SCHEDULE
Effective January 6, 2019

APPENDIX A-3
INFORMATION SYSTEMS (IS) PAY SCHEDULE
Effective January 6, 2019

APPENDIX B – WORK RULES FOR PERSONAL CONDUCT

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

- Employees conduct themselves in a professional manner to foster mutual respect and promote harmonious, productive working relationships;
- Employees work in an efficient, conscientious and diligent manner;
- Employees work safely, protecting themselves and others;
- The rights of all employees are protected and respected.

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

WORK RULES

RULE 1. HONESTY and LOYALTY.

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

RULE 2. RESPECTFUL and COURTEOUS BEHAVIOR.

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

RULE 3. VIOLENCE-FREE WORKPLACE.

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

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

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

RULE 5. RESPECT FOR CITY RESOURCES OR PROPERTY.

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

RULE 6. ATTENDANCE AND PUNCTUALITY.

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

RULE 7. RESPECT FOR AUTHORITY

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

RULE 8. DUTY TO PERFORM.

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

RULE 9. GOOD BEHAVIOR.

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

RULE 10. SAFETY.

The City strives to provide a safe and healthy work environment for its employees. Employees must follow all safety rules and regulations under OSHA, as well as City

policies and directives regarding safety, and use all necessary safety equipment and protective gear as directed.

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

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

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

APPENDIX C
CONTRACT GRIEVANCE FORM

Issue: _____

AFSCME Local 1180 and City of Tulsa

Employee's Name:

Classification:

Department:

Section:

Supervisor:

Date of Incident:

Member became aware:

Grievance Procedure

Refer to Article 15 of the Collective Bargaining Agreement between the City of Tulsa and AFSCME Local 1180 for specific procedural steps and time frames for non-Civil Service matters.

Contract provisions violated:

Facts pertaining to grievance:

Requested Remedy:

Procedural Steps	Date Presented	Presented To:	Response Date
Step 1 Oral Grievance			
Step 2 Written grievance to Department Head or Designee			
Step 3 Written grievance with attached 2 nd step response presented in person to HR Director's designee (OTC-514)			
Step 4 Written request for arbitration List Strike			
Step 5 Arbitration date			

Grievant's signature: _____

AFSCME Grievance Committee signature: _____

AFSCME President's or Designee's Signature: _____

Notes/Disposition of Case:

APPENDIX D
UNION STEWARD LOCATIONS

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

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.