

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

| **December 18, 2019****July 14, 2021** - June 30, 202**02**

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## **PREAMBLE**

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

Appendices to this Agreement are:

Appendix A – Office Technical (OT) Pay Schedule

Appendix A-1 – Administrative Technical (AT) Pay Schedule

Appendix B – Work Rules for Personal Conduct

Appendix C – Contract Grievance Form

Appendix D – Steward List

Appendix E – Definitions

Appendix F – 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 Office Technical (OT) and Administrative Technical (AT) classifications (“Employee”) except those designated as “Confidential Employees” as defined in the City of Tulsa Collective Bargaining Ordinance.

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

**Section 1.3** The use of masculine or feminine gender in this Agreement shall be construed as including both genders. Reference to AFSCME Local 1180 or Union shall mean the composite AFSCME Union. Whereas, the term “OT/AT Unit” will specifically refer to the Office Technical/Administrative Technical bargaining unit.

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

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

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

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

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

### **ARTICLE 3 - SAVINGS CLAUSE**

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

## **ARTICLE 4 - DURATION OF AGREEMENT**

**Section 4.1** This Agreement shall become effective July 1, 201921 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, 2020, however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 201921, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY 19-2021-22 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 19-2021-22 shall be deemed null and void without further action by either party to this Agreement. In such event the City and Union shall reopen negotiations for FY 19-2021-22 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, 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 OT/AT Unit to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, the Union shall notify the Human Resources Director or designee, in writing, no later than the last Friday in January immediately prior to the beginning of a new fiscal year for which no collective bargaining agreement has been negotiated. Negotiations for a new collective bargaining agreement shall begin no earlier than the first working day in February and no later than the first working day in March.

**Section 4.3** The City agrees to provide time off for five (5) Employees to act as the negotiating team for the OT/AT Unit. Negotiating team members shall be selected from different sections within the City. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives of the City 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, the Union shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the Union's bargaining agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues may be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the

parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within twenty (20) calendar days from the date of a request for dispute resolution, the Union's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

**Section 4.5** Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives shall meet within 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 by in the arbitration. The Party requesting arbitration shall present their case to the arbitrator first. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The hearing shall be concluded with twenty (20) calendar days of commencement and the arbitrator shall issue written findings and recommendations with respect to all issues presented within sixty (60) calendar days of 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 OT/AT Unit.

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

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

## **ARTICLE 6 - NONDISCRIMINATION**

**Section 6.1** The Employer and the Union jointly agree that there shall be no discrimination against any employee in any manner which would violate any applicable laws or because of race, color, sex, age, religion, political beliefs, national origin, ~~ancestry~~, disability, ~~or~~ sexual orientation, gender identity, or gender expression 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. However, this provision does not confer any rights to Employees that are not afforded by law.

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

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

**Section 6.43** All grievances regarding discrimination under this article shall be filed under the rules outlined in Section 104 of the Human Resources Policies and Procedures Manual.

**Section 6.54** The City and Union acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that Rule R-2 is set forth to preclude any employees from threatening, intimidating, harassing, coercing or interfering with other employees on the job. The Union and the City agree no action in violation of Rule R-2 shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected group discrimination, shall be administered through Article 15 processes within this Agreement.

## **ARTICLE 7 – DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP**

**Section 7.1** If 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 AFSCME 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 AFSCME 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 1<sup>st</sup>. Any change in dues will not be effective until the following January 1<sup>st</sup>.

**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 [NHall@1180tulsa.org](mailto: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 or Civil Service Procedures as applicable.

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

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

## **ARTICLE 9 – LABOR-MANAGEMENT RELATIONS**

**Section 9.1** Representatives of the OT/AT Unit, not to exceed five (5) in number and from different departments, and representatives of the Employer will meet at least four times annually at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement and existing work rules which affect Employees. Each party will prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. Productivity and efficiency may be included in the topics of discussion.

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

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

**Section 10.1** Employees within the OT/AT Unit shall be represented by Stewards in areas of the City employment set forth in Appendix D. The Union shall provide the Human Resources Director or designee with a complete updated list of the Stewards for the OT/AT Unit and Grievance Committee Members and their work locations and supervisor. The Union shall provide an updated list as changes occur. No more than seventeen (17) Employees shall be designated as Stewards to serve in the combined areas set forth in Appendix D. No more than three (3) stewards shall be designated as Chief Stewards of the OT/AT Unit. Chief Stewards shall each be selected from different departments with the exception of the Streets and Storm Water and Water and Sewer Departments. Under no circumstances can two (2) Stewards report to the same direct supervisor. Stewards shall be elected in accordance with the bylaws of Local 1180.

**Section 10.2** Before investigating or engaging in any activity relating to OT/AT grievances, a Steward 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. Each Chief Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance or attend disciplinary and grievance hearings without loss of pay for such time spent for a maximum of four (4) hours per week. No more than one Union Steward shall attend any grievance hearing, and all time utilized by Union Stewards and/or Grievance Committee Members during work hours shall be based on pre-approval from supervision to ensure adequate staffing levels are maintained. Upon prior approval of the Union Steward's supervisor, Union Stewards for the OT/AT Unit may also represent, at disciplinary and grievance hearings, an employee within the Steward's work location who is in a different AFSCME bargaining unit.

Upon approval of the Director of Human Resources or designee, a steward or Grievance Committee member may be granted additional paid time to attend disciplinary or grievance hearings. 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. A written request for additional paid time to attend disciplinary or grievance hearings must be in writing and provided to the Director of Human Resources or designee and the requesting steward or member's supervisor. This written request must be received by the Director of Human Resources or designee and the supervisor at least one (1) working day prior to the hearing. The written request shall state a basis for the request, identify the total number of Union Business hours already used during the week, and the total hours anticipated to exceed the allotment of paid time provided in this Agreement. Approval of the request is at the sole discretion of the Director of Human Resources or designee. The Director of Human Resources or designee shall provide the reason for a denial in writing.

**Section 10.3** All Union business shall be conducted at a time and location to cause the least possible interference with the work assignments of Stewards, Grievance Committee Members and/or other Employees.

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

**Section 10.5** The City agrees to allow bulletin boards for the exclusive use of Local No. 1180 for the posting of AFSCME Local 1180 informational notices in OT/AT Unit

members work locations. Such boards shall be provided by AFSCME Local 1180 when necessary and of reasonable size and material, subject to approval by City management, and designated AFSCME AFL-CIO Local No. 1180. Bulletin boards shall be placed in work locations mutually agreed upon by the parties and in areas designated by management to include locations within the Internet Cafes in One Technology Center. Such AFSCME Local 1180 notices shall contain no City political, libelous, vulgar, or inflammatory matter. The boards shall be used only for the following notices:

- A. Recreational and social affairs of AFSCME Local 1180.
- B. AFSCME Local 1180 meetings.
- C. AFSCME Local 1180 elections.
- D. Reports of AFSCME Local 1180 committees.
- E. Ruling or policies of AFSCME Local 1180.
- F. Other notices as approved for posting by the Human Resources Director or his/her designee.
- G. Newsletters

**Section 10.6** The management of the City reserves the right to remove any material from such bulletin boards which, in their opinion, does not conform to the purpose or intent of this Article. The City shall make an AFSCME Local 1180 representative aware of any such removal of materials. If the AFSCME Local 1180 disagrees with such removal, there shall be an informal meeting with the Department Manager or designee to seek resolution. If resolution is not reached, the Union may utilize the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual.

**Section 10.7** Only designated bulletin boards shall be used for posting AFSCME Local 1180 material on City property.

## **ARTICLE 11 - UNION VISITATION AND NOTIFICATION**

**Section 11.1** Authorized representatives of the Union shall first report to an appropriate supervisor within the department or section in which the business is to be transacted prior to entering the work area. Upon receiving authorization by the supervisor, the Union representative will be permitted to enter the premises to carry out his/her transaction in a location designated by the supervisor. Time spent in such transactions shall be kept to a minimum and shall not interfere with normal work activities of City employees. The Union may request that a safety audit be conducted in areas in which Employee safety concerns have been identified. Subject to the approval of City safety personnel, the Union President may accompany the safety official when such audit is conducted.

**Section 11.2** Management shall provide the Union and the Human Resources Director or designee with a copy of all written personnel policies, safety policies or non-operational work rule changes affecting employees within any work area as soon as reasonably possible.

Such issues shall be presented at least thirty (30) days prior to implementation in order to provide the Union or the Human Resources Director or designee an opportunity to provide feedback.

## **ARTICLE 12 - UNION BUSINESS**

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

**Section 12.2** The duly elected Union President of AFSCME 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 12.3** In view of Section 2 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the Union President shall be factors considered by the City in making such a shift assignment decision.

**Section 12.4** Except as provided within Section 12.2 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 time 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 12.5**

- 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 13 - DISCIPLINE**

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

**Section 13.2** The City and Union agree Employees shall be treated as consistently as possible as concerns the application of discipline and/or other actions regarding work rules

as found within Appendix B Work Rules for Personal Conduct. This shall not preclude the rights of individual departments and managers to set forth specific rules or manners of operating their work areas which are related to the provision of specific services and the mission of their work sections.

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

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

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

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

**Section 13.7** Notice of a pre-action hearing means that the Employee is being considered for discipline involving a 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 be upon management to show just cause for the subject discipline. Upon conclusion of a disciplinary hearing, the Union Steward or representative shall be afforded the opportunity to meet privately with the hearing officer for no more than ten (10) minutes prior to the hearing officer meeting with management representatives. Hearings shall be conducted by an impartial hearing officer designated by the 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 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. In cases where the Employee is on paid administrative leave, the Department shall have sole authority to determine the length of paid administrative leave due to investigation process considerations and/or upon receipt of an extension request from the Union. If the Employee has been involved with a possible criminal offense, the employee shall 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. Vacation leave accrual reduction in lieu of suspension without pay for excessive absenteeism shall be offered to an Employee and, if accepted by an Employee, shall be considered a suspension without pay for purposes of progressive discipline. An Employee who commits a non-absentee offense for which the Employee could be suspended without pay, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension without pay, which, if accepted, shall be considered a suspension without pay for purposes of progressive discipline. Only one vacation leave accrual reduction may be imposed during any twelve (12) month period. Vacation Leave accrual reduction shall be limited to a maximum of five (5) days and shall be considered non-grievable.

## **ARTICLE 14 - DISCIPLINARY AND PROMOTIONAL APPEALS AND GRIEVANCES**

**Section 14.1** All Civil Service Commission related appeals and grievances by bargaining unit members shall be processed by the Employee or through the Union office. The Personnel Director shall notify the Union of any CSC appeals submitted by bargaining unit members that are not processed through the Union. The administration of Civil Service Commission related grievances and appeals shall normally be handled by the Human Resources Director or designee or Personnel Director as set forth in the City Charter. An Employee's written grievance or any appeal request notice shall include an Employee's specific objection(s) to the original action.

**Section 14.2** Discipline involving suspensions without pay, demotions and dismissals may be appealed to the Civil Service Commission with the exception that probationary Employees shall have no right to appeal disciplinary issues and shall be made solely for good and sufficient cause. Non-probationary Employees shall be afforded an opportunity to hear and discuss charges and evidence prior to any such disciplinary actions. Non-probationary Employees who are suspended, demoted or dismissed shall be provided written notice of the disciplinary action as provided in Article 13. A copy of the notice shall also be filed concurrently with the Human Resources Department.

**Section 14.3** A non-probationary Employee may file a written request for a Civil Service Commission hearing of any suspension without pay, demotion or dismissal with the Personnel Director in accordance with provisions provided in Personnel Policy and Procedure 105 – Right of Appeal, the City Charter, and Civil Service Commission’s Internal Procedures.

**Section 14.4** The procedure and process for the Civil Service Commission is dictated by the Charter and the rules and procedures adopted by the Civil Service Commission.

**Section 14.5** If a non-probationary Employee appears as a grievant or any Employee appears as a witness at a Civil Service meeting, he/she shall be allowed to appear on City time at no loss of pay as long as his/her attendance is required. If such hearing continues after the conclusion of the Employee’s regularly scheduled work hours, the Employee shall be paid on an overtime basis until the conclusion of his/her testimony or until the Employee’s presence is no longer required for testimony. When the materials required for Civil Service hearing are submitted, the Employee shall also submit to Human Resources a list of the three (3) witnesses that will testify at the hearing. An Employee who is required to attend a Civil Service Commission meeting during paid work hours as a witness must have knowledge and be involved with testimony relevant to the case at point.

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

**Section 14.7** Discipline involving a written reprimand shall be handled according to the administrative grievance procedure provided within Section 400 of the Personnel Policies and Procedure Manual.

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

**Section 14.9** The Civil Service Commission hearing may result in approval, denial or modification of the department’s action and/or the Human Resources Director or designee’s recommendation, or the Personnel Director’s decision. Time limits set forth and required under the City Charter may not be extended.

## **ARTICLE 15 – CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

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

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

**Step 3.** Within ten (10) working days after receipt of the grievance, the Human Resources Director or his/her designee and the supervisory representative of the department in which the grievance was initiated shall meet with designated representatives of the Grievance Committee of the Local Union

(per Section 10.4) in an attempt to resolve the grievance. A grieved Employee and one (1) material witness requested by the Union may be present at such a meeting at the discretion of the witness without loss of regular pay. Within ten (10) working days after the hearing, the Human Resources Director or his/her designee will submit to the Union the City's answer to the grievance.

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

**Step 5.** Both the Federal Mediation and Conciliation Service and the Arbitrator selected shall be notified of the appointment within five (5) working days from the date of selection. The date for the arbitration hearing shall be set upon mutual agreement. Two (2) representatives from Local No. 1180, the grieved Employee, and up to two (2) material witnesses requested by the Union may be present at such arbitration hearing without loss of regular pay for time spent in arbitration if the hearing is scheduled during the Employee's normal work period. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the Arbitrator. The Arbitrator shall have sixty (60) days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

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

**Section 15.6** With respect to the interpretation, enforcement, or application of the provisions of the Agreement, the decisions, findings and recommendations of the Arbitrator shall be final and binding on the parties to this Agreement; however, the authority and responsibility of the Employer shall not be usurped in any manner that conflicts with the City Charter, City Ordinances, and State and Federal law. The Arbitrator's authority is strictly limited to the interpretation and application of the terms of this Agreement. The Arbitrator's authority shall not extend to those extra-contractual (i.e., Worker's Compensation, Unemployment Compensation issues, etc.) matters for which a forum and remedy is available pursuant to statute law, and the Arbitrator has no

jurisdiction to render any decision for any matter for which another forum and remedy are available by law for resolution of such extra-contractual matters. The Arbitrator's decision shall be based on the evidence introduced at arbitration, and the arbitrator shall not rely on any evidence not admitted at arbitration. The Arbitrator will have no jurisdiction to establish a new agreement or any variation or modification of the present Agreement nor to arbitrate away, in whole or in part, any provision of this Agreement or any supplements thereto or amendments thereof; nor shall any wage structures or structure of job classifications covered by this Agreement be subject to arbitration. This will not preclude individual wage grievances.

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

**Section 15.8** All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the Union fails to follow specified grievance filing time constraints, the Union and or grievant forfeits grievance rights. If the City fails to respond within specified time constraints, the lack of response shall be considered a denial of the grievance at that particular step.

## **ARTICLE 16 – PERFORMANCE EVALUATIONS**

**Section 16.1** The Employer's performance evaluation system as applied to Employees will be fair, equitable, objective and job related. ~~There shall be at least one (1) documented evaluation session per rating period completed in accordance with Human Resources Policies and Procedures. There shall be two (2) semi-annual reviews and planning sessions for each Employee completed in accordance with Personnel Policies and Procedures Section 703.~~

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

system. The Employee comments will remain attached to the acknowledged PPR. Continued failure to acknowledge the PPR will result in starting the disciplinary process for the Employee.

**Section 16.34** ~~If Management adds comments to the evaluation after the evaluation has been acknowledged by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by Employee. No changes can be made to the evaluation once submitted through the MUNIS system unless approved by the Human Resources Director and with proper notice given to the Employee. In such cases, both the supervisor and employee must electronically acknowledge the revised PPR electronically through the MUNIS system.~~

**Section 16.54** Any Employee covered by this Agreement, or union representative with written signed authorization from the Employee, shall have the right to examine the contents of his/her personnel file in the respective department or Human Resources Department.

**Section 16.65** 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 – HEALTH AND SAFETY**

**Section 17.1** The Employer and AFSCME Local 1180 will cooperate in the communication and enforcement of safety rules and regulations for the purpose of providing a safe and healthful working environment. Departments shall maintain ongoing 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 F) are the foundation for a safe workplace. The Cardinal Rules of Safety and any other City Personnel Policies and Procedures referenced in this Agreement are not negotiated terms but are rights of the Employer as referenced in Article 2 of this Agreement. The Employer and AFSCME Local 1180 insist on the observation of safety rules, regulations and procedures, as specified in the Safety and Health Manual of the City of Tulsa.

**Section 17.2** The City and AFSCME Local 1180 recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the AFSCME Local 1180 agree that substance abuse in the workplace may represent a threat to personnel and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are subject to and encouraged to review the City's Human Resources Policies and Procedures applicable to substance abuse, 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.

## **ARTICLE 18 – RETIREMENT**

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

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

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

### **Section 19.1**

- A. The pay chart shown as Appendix A shall be for Office Technical (“OT”) Employees and the pay chart shown as Appendix A-1 shall be for Administrative Technical (“AT”) Employees. Employees shall be placed within the Appendix A or A-1 pay chart, as appropriate, on the same step and within the same pay grade that he/she had prior to the effective date of the Agreement. An Employee may not exceed the highest step within his/her pay grade.

- B. A Satisfactory Performance Increase (“SPI”) is an increase in pay involving movement from one pay step to the next pay step within the same paygrade and requiring a qualifying performance rating in accordance with Section 703 of Personnel Policies and Procedures. For FY 21-22, Employees who have received Performance Evaluations of Not Proficient on two of the last three (3) performance reviews conducted will not be eligible for the SPI. Funding and implementation of future SPI’s, if any, shall be determined through negotiation and budgetary processes, and shall normally be effective on or about January 1<sup>st</sup> of each year if negotiated and budgeted for that fiscal year. Eligible Employees shall receive an SPI effective January 5, 2020.
- C. Effective the beginning of the pay period in which the Agreement is executed, eligible Employees shall receive an SPI increase.
- D. Employees who complete their initial, new hire probation (12 months) on or before June 30, 2022 will be eligible for an SPI effective the first day of the pay period following completion of the probationary period.
- E. Employees hired prior to January 1, 2021 and still employed as of December 31, 2021 will receive a one-time retention stipend equal to 4% of their annual salary as of 12/31/21.

## **Section 19.2** Surveys

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

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

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

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

**Section 19.5** Back wages will be paid to any Employee upon a finding that the Employee is entitled thereto in such amounts as may be determined through the Grievance and Arbitration Procedures.

**Section 19.6** No claim for back pay or wages for Employees who are terminated or suspended will exceed the amount of pay or wages the Employee would otherwise have earned at his regular wage excluding overtime pay for potential unscheduled overtime work. Claims for back pay or wages will be reduced by monies received from unemployment benefits, Worker's Compensation, or other employment compensation received by the Employee(s) or which would have been received upon proper application for such compensation.

**Section 19.7** All back wage and benefit claims against the City shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years.

**Section 19.8** All back wage and benefit claims against a Employee will be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years unless there is a finding of criminal wrongdoing, fraud, or evidence the Employee was aware of the error.

## **ARTICLE 20 – DEFERRED COMPENSATION**

**Section 20.1** The City and the Union mutually desire that Employees take part in savings opportunities allowed under the IRS 457 Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an Employee's financial preparation for retirement and are especially valuable if an Employee participates from the earliest date possible during his/her employment.

**Section 20.2** The City will provide a monthly deferred compensation contribution only during the initial two (2) years the Employee participates in the deferred compensation

program. These monies will be provided by a match at the rate of fifty cents (\$.50) for each dollar (\$1.00) on the first fifty dollars (\$50) of Employee contributions into the Employee's deferred compensation savings account up to a maximum of twenty-five dollars (\$25) per month for each Employee only during the initial two (2) years of participation in the deferred compensation program.

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

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

**Section 21.1** ~~Effective July 1, 2019, the Employer will continue to contribute toward full time Employees health insurance premiums at the rate that became effective in January 2019. The contribution is prorated for new hires, so that new hires and current Employees pay the same bi weekly rate.~~

**Section 21.21** ~~Effective January 1, 2020, the~~ Employer will contribute toward full-time Employee and family health insurance premiums in the amounts as determined by the City-wide benefits committee which shall include the President of AFSCME Local 1180 and one (1) additional representative selected by AFSCME Local 1180. Such contributions shall be prorated for new hires, so that new hires and current Employees pay the same biweekly rate.

**Section 21.32** Employees may only change elections during open enrollment periods and certain life events as designated by the Employer and as required by law.

## **ARTICLE 22 – SENIORITY**

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

**Section 22.2** City seniority is a factor in determining reduction in force and reemployment after lay-off due to reduction in force. City Seniority shall be prorated for part-time Employees. The extent to which such seniority is a factor is specified in the Human Resources Policies and Procedures Manual's reduction in force policy.

**Section 22.3** A City seniority list will be updated quarterly and a copy furnished to the President of AFSCME Local 1180 within fifteen (15) days at the end of the calendar quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>). The list will include the Employee's name, department, position number, classification title, date of classification, pay grade and step within the pay grade, and date of employment.

**Section 22.4** Classification seniority according to this Agreement is continuous, accumulated paid service of the Employee within a classification in the OT/AT Unit. The computation of classification seniority will consider changes in classification titles which reflect an evaluation of the position without contemplating changes in the duties, responsibilities, and nature of the work itself. Classification seniority may be considered by management in determining shift assignments.

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

**Section 22.6** All seniority rights shall be forfeited by:

- A. Resignation.
- B. Discharge for cause.
- C. Lay-off in excess of one (1) year.
- D. Failure to report within ten (10) calendar days upon notice of recall from lay-off.
- E. Retirement or withdrawal of MERP pension funds.
- F. Disability separation.

## **ARTICLE 23 – OUTSIDE EMPLOYMENT**

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

- A. The Employee's department head or designee is informed in writing of the second employment. An Employee must obtain approval prior to the Employee accepting outside employment.
- B. The second employer is completely disassociated from the City and the performance of the work does not simultaneously benefit both the City and the second employer.
- C. The outside employment does not interfere with the Employee's work performance with the City of Tulsa. No Employee's authorized outside employment shall have, or potentially have, a conflict of interest with the City, or interfere in any way, including but not limited to physical or mental capacity, with the Employee's ability to perform his or her City job.
- D. The performance of the outside employment cannot be construed by the public to be or to constitute an official act of the City.

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

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

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

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

**Section 24.4** Due to overtime considerations, Employees will not begin work prior to the work shift or continue to work after the work shift, except in an emergency, without approval of the department head or designee. Employees are not to perform any work that is not reported as worked, nor are they to report as worked any time that was not in fact worked.

**Section 24.5** An unpaid meal period must be taken by any Employee who works a minimum of six (6) hours per day. Meal periods will be established in fifteen (15) minute increments and will not be less than thirty (30) minutes or more than ninety (90) minutes in duration. Employees are required to clock in and out for meal periods. If an Employee performs any work during their meal period, the Employee must report the time worked to his/her direct supervisor. Employees without access to a time clock at lunch will document the time spent on the lunch break and report it to their supervisor for proper recording in the payroll system. Employees who participate in the auto-deduct program shall report any time that is less than or exceeds the scheduled/programmed lunch period. The department head or designee may further define or restrict lunch periods based on internal departmental procedures, subject to the approval of Human Resources.

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

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

- A. Between May 15<sup>th</sup> and June 15<sup>th</sup>, Employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period July 1<sup>st</sup> through June 30th of the following calendar year unless, prior to this Agreement, the department has established shift bidding timeframes in conjunction with another CBA applicable to members of that department. Shifts shall be determined and assigned by June 23<sup>rd</sup>.
- B. Except where impractical due to skill levels of Employees or where special working conditions exist which would preclude certain Employees from working specific shifts, shift assignment shall be made on the basis of classification seniority.
- C. Where shifts are regularly rotated among Employees, the provisions of this Section shall not apply.
- D. In the event that a new shift is established which requires the assignment of personnel, Employees in the affected work unit may bid on the new shift assignment pursuant to the provisions of paragraph B of this Section.
- E. Managers and supervisors may conduct general shift bid procedures for all Employees within their work area (in accordance with 24.7A time frames) regardless of employees’ normal working hours as defined within this section. Such general shift bid selection procedures are understood by the parties to be at management’s discretion and shall not be considered in violation of normal shift bid procedures.
- F. If an Employee’s shift changes as a result of shift bidding, previously approved vacation will be subject to change based on the vacation schedule of the Employee’s new shift.

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

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

**Section 25.2** “Leave Without Pay” (LWOP) shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as “LWOP” on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an Employee’s failure to contact his/her

department during such a leave of absence without pay, the Employee shall be subject to possible disciplinary action which may include dismissal.

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

- A. The Employee shall request approval of APL in writing to the appropriate supervisor at least twenty four (24) hours in advance. The request shall specify the dates and the reason for APL.
- B. All requests for APL in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave. Any APL in excess of six (6) months shall be approved by the Mayor or designee.
- C. At the expiration of an APL absence, the Employee shall be reinstated in the position he vacated or in any other vacant position in the same class.

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

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

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

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

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

**Section 26.2** Employees who are required to be “on standby” away from their work location during non-work hours shall be compensated at the rate of \$1.50 per hour for such standby time. Pay for standby time shall be reduced by the number of hours actually worked. Time spent on standby away from the work location shall not count as overtime. Employees shall not be scheduled for stand-by or allowed to work standby during periods of paid or unpaid leave sick leave, vacation in lieu of sick leave (or any other paid leave used in lieu of sick leave), LWOP, injury leave, military leave, or suspension. When an Employee requests to use vacation, APL, floating holidays, or compensatory time of one (1) day or more (including regular days off), the Employee may indicate that the Employee is available to work stand-by during the requested leave period, which shall begin following the last scheduled work shift preceding the leave period.

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

**Section 26.4** An Employee who is off duty and has left the premises of his or her work location and is subsequently recalled to duty to perform work that is not continuous with the Employee’s regular work period shall be guaranteed a minimum of two (2) hours of overtime. If the Employee is called again within, or at a time continuous with, the initial two (2) hours of guaranteed overtime, he/she shall be considered still on the clock and shall not receive any additional guaranteed overtime. Employees shall be allotted one hour (1) to report for work after a call-in or stand-by contact from their work unit. Provided that Employees within the Treatment Plant Shift Lead and Electrician III classifications shall receive a minimum of four (4) hours overtime compensation if called back by management on a City holiday and all other provisions within this section are applicable to these two (2) classifications.

**Section 26.5** For purposes of Employee safety and work effectiveness, supervisors are responsible to ensure that Employees should not work in excess of sixteen (16) hours straight or be assigned to more than sixteen (16) hours of work within any twenty-four (24) hour period. At times this will result in Employees being relieved from duty prior to completion of the normally scheduled hours of his/her regular shift or an Employee being required to report later than the normally scheduled start time.

**Section 26.6** When required to work extended hours due to emergencies such as snow removal, hazardous conditions, and related events, field Employees and their support personnel who are relieved from duty after working sixteen (16) hours in a twenty-four (24) hour period shall receive payment (“fatigue pay”) for the missed hours of his/her regular shift at the employee’s straight-time hourly rate. Employees shall not be eligible for fatigue pay during non-emergency working conditions.

**Section 26.7** Employees who are contacted and required to conduct work over the phone or computer shall be compensated for the actual time spent on the phone or computer performing the work. Phone and computer response work is not subject to the minimum

time requirements set forth in Section 26.4. Prior to the end of the next scheduled shift, an Employee shall notify his/her supervisor, in accordance with departmental procedures, to record the actual time spent performing such work.

**Section 26.8** A committee shall be established following the provisions of Article 9 – Labor-Management Relations, to review departmental standby and call-back policies and make recommendations to the Department Head(s) and Human Resources Director as applicable.

## **ARTICLE 27 – LEAVE BENEFITS**

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

## **ARTICLE 28 – VACATIONS**

**Section 28.1** Vacation leave will be accrued to each Employee on the first day of the month following completion of thirty (30) days of continuous service. Vacation leave will be prorated for part-time Employees in accordance with Section 300 of the Human Resources Policy and Procedure Manual:

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

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

compensated for or allowed to use leave time which is above accrual limits. Any vacation leave accruals lost due to inaction by an Employee will not be reinstated.

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

- A. An Employee must complete three (3) months of employment before becoming eligible to expend accrued vacation leave.
- B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an employee's vacation because of work requirements. Vacation shall be scheduled in advance, based upon departmental procedures.
- C. Vacation leave shall not exceed the total amount accrued to an employee at the time of the proposed departure.
- D. Vacation leave in advance shall not be utilized for purposes of personal and/or family illness until all available sick leave has been utilized.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized in accordance with Article 13.
- F. 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 their accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, and except as limited by Section 28.3 H.
- H. An Employee who is 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 inappropriate use of City property or P-card or resources (including theft of time), deliberate destruction of City property 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 shall be notified of such change at the earliest possible time.

- J. Normally, an Employee must request to schedule vacation at least two (2) weeks in advance. However, work unit supervisors at their discretion may approve an Employee's request for vacation leave upon shorter notice or in view of Employee emergencies. The Employee shall notify his/her supervisor of the need to request such vacation at the earliest possible time. Approval of requests for vacation leave with less than seventy-two (72) hours notice shall be limited to no more than six (6) occurrences per calendar year.
- K. After 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.
- L. All Vacation Leave requests over one hundred twenty (120) continuous hours must be approved by the department head and Personnel Director, except when Vacation Leave is taken as Family Medical Leave. The maximum amount of Vacation Leave which can be used by an Employee immediately preceding retirement is one hundred twenty (120) hours.
- M. During any leave which is in excess of one-hundred sixty (160) hours, including extended leave periods with breaks of twenty (20) hours or less of actual work, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire period of the leave. Prorated accruals will be based on the percentage of hours worked during the month(s) of extended absence. Full-time Employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. It is not the intention of the City to allow the accrual of paid leave benefits to be reinstated for Employees who are not expected to remain at work consistently. Further, such absence shall not be used in computing time for completion of probationary period.

## **ARTICLE 29 – SICK LEAVE**

**Section 29.1** Sick leave shall be granted to regular and part-time Employees in accordance with the following provisions. Sick leave is provided as a benefit to the Employee. Employees have no vested right to Sick leave except as set forth below.

**Section 29.2** Sick leave for Employees is used in the following situations:

- A. When Employees are (1) incapacitated by their own sickness or non-job-related injury; or (2) absent for medical, dental, optical appointments or treatment; or for pregnancy related reasons (3) exposed to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others. Sick leave is not available for job-related injuries, whether incurred while working for the City or another employer entity.
- B. For necessary care and attendance of a member of the Employee's immediate family who (1) is incapacitated by illness or injury or (2) for their medical treatment or appointments. For the purpose of this Section, "Immediate Family" shall be defined as a parent of the Employee, spouse, child, or "step" or "adoptive" situations within these relationships or any other individual who stood in loco parentis to the Employee when the Employee was a child. A child is defined as under eighteen (18) years of age, or eighteen (18) years or older if the child is incapable of self-care because of a mental or physical disability. This also includes individuals for whom the Employee is the current legal guardian.

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

**Section 29.4** Sick leave shall be accrued on the first day of the month following completion of thirty (30) days of continuous service. Sick leave may not be expended until after completion of one full calendar month of employment.

**Section 29.5** Sick leave shall be accrued at a rate of eight (8) hours for each full calendar month of service for full time Employees. Sick leave shall be prorated for part-time Employees in accordance with Section 303.42 of the Human Resources Policy and Procedure Manual. An Employee may accrue a maximum of twelve hundred (1200) hours of sick leave. During any leave which is in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Full time Employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. Such

absence (except as provided for in the Military Leave Policy) shall not be used in computing time in grade for Satisfactory Performance Increases or for completion of probationary period.

**Section 29.6** Unless an Employee is approved to flex their time, the amount of sick leave used by an Employee shall be the amount of time the Employee was absent during his/her scheduled work day. Work and/or crew assignment shall be a factor in such a decision. Holidays and other days not scheduled for work are excluded in computing sick leave expenditures. Any sick leave accruals lost due to inaction by the Employee will not be reinstated.

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

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

**Section 29.9** Upon retirement as defined in the Human Resources Policy and Procedures, death, or disability, Employees with at least nine hundred sixty (960) hours accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred twenty (320) hours of pay. Employees who lack the necessary sick leave accrual bank to qualify for the sick leave retirement buyout (960 hours), shall provide evidence of and receive credit for major illness or non-job-related injury leave periods of at least forty (40) consecutive work hours to reach qualification levels. In such cases, approved sick leave periods extending at least forty (40) hours shall be added back to the accrual bank for calculation purposes only. Any buyout would then occur only on the current actual, available sick leave balance.

**Section 29.10** An Employee who is separated, or resigns in lieu of discipline (regardless of eligibility for retirement benefits) for theft of City property or resources (including theft of time), embezzlement, fraud, falsification, deliberate destruction to City property, or inappropriate use of City property or P-card is ineligible for payment of accrued sick leave. Sick leave payout at the end of employment may be withheld if the Employee owes any type of repayment to the City, including for overpayment of wages.

**Section 29.11** A regular or part-time Employee who leaves the classified service to enlist in active military service other than a reserve unit and who applies for re-employment within fifteen (15) days after having been rejected or ninety (90) days after an honorable discharge shall have the former unused sick leave credits reinstated. A regular or part-time Employee who is laid off and returns to City employment within one (1) year from the date of layoff shall have the former unused accrued sick leave reinstated (see provisions for military leave).

**Section 29.12** Sick leave shall not be used during periods of suspension. An Employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her supervisor two (2) hours prior to the beginning of the work shift if physically able to do so.

**Section 29.13** When an absence charged to sick leave is forty (40) consecutive work hours or more, upon returning to work the Employee shall present to the City Physician a statement from his/her doctor describing the illness. The Employee will only return to work if given a medical release from the City Physician. The department head or designee may require a doctor's statement for shorter absences if there has been an established pattern of abuse such as using sick leave on work days immediately preceding or immediately after a regularly scheduled day off or reason to suspect abuse before allowing the absence to be charged to sick leave. The department head or designee may request at any time a doctor's statement or medical opinion from the City Physician regarding the Employee's physical ability to perform the duties of the job. An Employee should be notified at the earliest possible time if management requires such a statement upon return to work. Without a doctor's statement, the Employee will be charged leave without pay for the absence.

**Section 29.14** A supervisor may request an investigation the alleged illness of an Employee absent on sick leave. False or fraudulent use of sick leave by an Employee shall be cause for disciplinary action which may include dismissal. Any Employee who shall receive payment for work performed for any other employer other than the City of Tulsa while on approved sick leave shall be subject to immediate dismissal. This provision shall also apply to Employees who are self-employed and perform work in their private occupation while on approved sick leave. Sick leave is not available for job-related injuries, whether incurred while working for the City, another employer entity, or self-employed.

**Section 29.15** Employees who apply for promotional opportunity must meet the established guidelines on absenteeism as a factor in determining promotional qualifications prior to being certified.

**Section 29.16** 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.

**Section 29.17** During any leave which is in excess of one-hundred sixty (160) hours, including extended leave periods with breaks of twenty (20) hours or less of actual work, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire

period of the leave. Prorated accruals will be based on the percentage of hours worked during the month(s) of extended absence. Full time employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. It is not the intention of the City to allow the accrual of paid leave benefits to be reinstated for employees who are not expected to remain at work consistently. Further, such absence shall not be used in computing time for completion of probationary period.

## **ARTICLE 30 – FUNERAL LEAVE**

**Section 30.1** In the event of the death of a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent of the Employee or spouse, grandchild of the Employee, or “foster” or “step” members within these relationships, the Employee shall be allowed a leave of absence with pay of two (2) consecutive (eight or ten hour) workdays.

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

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

**Section 30.4** An Employee may request to use vacation, floating holidays, APL, or compensatory leave for any additional time off beyond the time provided in Section 30.1 and 30.2. An Employee may also utilize sick leave when applicable and in accordance with Article 29 of the CBA.

**Section 30.5** In the event of the death of a current employee, an Employee within the same work unit (reporting to the same exempt supervisor) may be granted up to four (4) hours of funeral leave to attend the service. Employees within the same department may be granted up to two (2) hours of funeral leave to attend the service. Employees must have supervisory approval and customer service levels cannot be adversely impacted.

## **ARTICLE 31 – DRESS CODE, UNIFORMS, AND PROTECTIVE GEAR**

**Section 31.1** Reasonable standards of dress and grooming may be established by City departments based on safety, customer service, or cleanliness concerns and with the approval of the Human Resources Director. It shall be the responsibility of the Employee to maintain the prescribed uniform in a manner consistent with the established policy of the department.

**Section 31.2** Employees who are deemed by their supervisor to have insufficiently complied with dress code standards or personal hygiene needs shall be sent home and/or progressively disciplined as appropriate.

**Section 31.3** The City shall provide certain equipment and protective gear to Employees which is deemed to be necessary for the efficient performance of the normal duties of those Employees. It shall be the responsibility of the department head to determine what items are necessary for the operation of the department and to assure compliance with required safety standards and City policies. Such items which an Employee would be reasonably expected to possess and utilize in his/her field of work shall not normally be provided by the City.

**Section 31.4** Employees shall be required to reimburse the City for damage or loss to equipment, uniforms and protective gear upon a determination by the department head or designated supervisor that such damage or loss was the result of theft, intentional destruction, gross negligence or other misuse of such equipment. Employees who sustain damage to their uniform while in the performance of their job duties as City Employees due to no fault of the Employees and which would warrant the replacement of such item or uniform may submit a written request to the department head for replacement of the damaged item. Damage due to the normal wear and tear shall not be covered nor shall negligence on the part of the Employee. Upon determination by the department head that the request is valid, the department shall replace the item in question. Approved replacement shall not affect the Employee's annual clothing allowance. Prescription eyeglasses shall be included in the above section, not to exceed one hundred and fifty dollars (\$150) towards the purchase of prescription eyeglasses.

**Section 31.5** The appropriate department head, with approval of the Human Resources Director and the Uniform Committee, shall set reasonable standards of work uniform or dress including the type of clothing, color, and condition of clothing in consideration of the type of work performed by the Employee. The Uniform Committee shall include two (2) AFSCME Local 1180 employees who shall represent all bargaining groups of Local 1180 and shall have voting rights and may attend Uniform Committee meetings without loss of pay. Approved AFSCME 1180 patches may be added to the left shoulder of uniforms of Union members who are required by the City to wear uniforms, at the Union's expense.

**Section 31.6** The City shall provide Employees with a subsidy of one hundred twenty-five (\$125.00) towards the purchase of one pair of safety footwear per the policy on Safety Footwear Protection approved by the Mayor. Any additional pairs of safety footwear will be subsidized by the City only at the discretion of the department head's designee and based on verified need and propriety. Employees shall be responsible for reasonable care of such footwear and compliance with the Mayor's approved policy.

## **ARTICLE 32 – HOLIDAYS**

**Section 32.1** 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 2 for restrictions)

**Section 32.2** Holidays are provided as an eight (8) hour or (10) hour benefit for full-time Employees. Part-time Employees will receive a prorated holiday benefit based on the percentage of hours worked in a work week if the holiday falls on a regular scheduled work day.

- A. Employees who are required to work a ten (10) hour shift are provided a ten (10) hour holiday benefit as determined by the Department Head and approved by the Human Resources Director or designee. A list of positions that require a ten (10) hour schedule will be maintained by the department.
- B. Employees who request and are approved by their manager an alternate work schedule (shifts in excess of 8 hours) may supplement their holiday pay with vacation, compensatory time or approved leave without pay.

**Section 32.3** 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. When a holiday falls on Sunday, it shall be observed on the following Monday or next workday as designated by the City. For Employees whose regular days off are other than Saturday and Sunday, the observance of the holiday shall be the actual day defined in Section .1 of this Article, except that when a holiday falls on an Employee's scheduled day off, either the workday preceding the holiday or the Employee's next scheduled work day shall be observed as the holiday as determined in advance by the Employee's supervisor based on the operational needs of the department. For night and evening Employees whose regular shift extends beyond midnight, when a holiday falls on the Employee's scheduled day off and/or the shift begins the evening of the holiday as defined in Section 32.1 or this Section, the Employee shall observe the holiday on the

calendar day following the holiday designated in Section 32.1 or this Section. Employees shall be given at least thirty (30) days advance notice of their designated holiday.

- B. An Employee required to work on a scheduled holiday shall be compensated in money at time and one-half (1-1/2) his/her straight time rate for the hours actually worked on the holiday in addition to the normal rate of pay for all hours worked on that day through their regular shift length~~(8)~~ hours. In the event an Employee works more than their regular shift length~~(8)~~ hours on a holiday, he/she shall be paid two (2) times his/her straight-time rate for such hours worked in excess of their regular shift length~~(8)~~ hours during the holiday.
- C. An Employee who is scheduled to perform work on a holiday which is not contiguous to a regular work shift shall be compensated for a minimum of four (4) hours pay at time and one-half. For purposes of this Subsection only, Holiday shall mean either the actual Holiday (as listed in 32.1 A-K) or the day on which the Employee observes the Holiday (per Section 32.3A), but not both.
- D. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended; however, when an Employee is absent on a holiday for which he/she is scheduled to work, the holiday is forfeited and such time will be deducted from his or her Sick Leave or charged to leave without pay whichever is applicable and he/she shall not be eligible to receive an additional day off with pay at a later date. 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.
- E. Holiday pay shall not be paid if the Employee fails to work his/her regularly scheduled workday immediately prior to or following a designated holiday unless on paid leave which has been approved by the Employee's supervisor, or unless the Employee has a medical statement from a doctor that is acceptable to management.
- F. An Employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday.
- G. Floating Holidays
  - 1. Initial hire, probationary Employees shall receive a prorated number of floating holidays during their first year of employment as follows:

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

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

If hired September 1 through December 31 = 0 days

2. Initial hire, probationary Employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.
3. The Floating Holidays must be scheduled at least twenty-four (24) hours in advance. The Department Head or designee must approve the day(s) off and Employees shall not be allowed to work on either designated Floating Holiday. If either day is not used during the calendar year, it shall not be compensated for either in pay or time off. Employees who terminate from the City and have not used their Floating Holiday(s) shall not be compensated for it.

H. Holiday Pay shall be inclusive of shift differential.

**Section 32.4** With the exception of floating holidays, the holiday shall count toward hours worked when computing overtime.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this the 48<sup>th</sup> 14th -day of DecemberJuly 201921.

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

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Bargaining Committee Member

Bargaining Committee:  
Joshua Hall Josh James  
Rebecca Cupp  
Scott Mackechney  
Skipper Bain  
Scott Mackechney

CITY OF TULSA, OKLAHOMA,  
a municipal corporation

By: \_\_\_\_\_  
Mayor

Bargaining Committee:  
Joyce Powell  
Erica Felix-Warwick  
Mayo Baugher  
Cheri HarvellMatt Cooper  
Desiree Barnes  
Ken Factor  
Gary McColpin  
Lawson Vaughn  
Amy Brown

Attest: \_\_\_\_\_  
City Clerk

Approved: \_\_\_\_\_  
Assistant City Attorney III

**APPENDIX A**  
**OFFICE TECHNICAL (OT) PAY SCHEDULE**

**APPENDIX A-1**  
**ADMINISTRATIVE TECHNICAL (AT) PAY SCHEDULE**

## **APPENDIX B** **WORK RULES FOR PERSONAL CONDUCT**

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

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

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

### **WORK RULES**

#### **RULE 1. HONESTY and LOYALTY.**

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

#### **RULE 2. RESPECTFUL and COURTEOUS BEHAVIOR.**

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

#### **RULE 3. VIOLENCE-FREE WORKPLACE.**

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

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

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

#### **RULE 5. RESPECT FOR CITY RESOURCES OR PROPERTY.**

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

#### **RULE 6. ATTENDANCE AND PUNCTUALITY.**

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

#### **RULE 7. RESPECT FOR AUTHORITY**

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

#### **RULE 8. DUTY TO PERFORM.**

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

#### **RULE 9. GOOD BEHAVIOR.**

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

## **RULE 10. SAFETY.**

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

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

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

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

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

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

AFSCME Local 1180 and City of Tulsa

Employee's Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Department: \_\_\_\_\_ Section: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Member became aware: \_\_\_\_\_

**Grievance Procedure**

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

Contract provisions violated: \_\_\_\_\_

Facts pertaining to grievance: \_\_\_\_\_

Requested Remedy: \_\_\_\_\_

Contract Grievance Form – Page 2

Procedural Steps	Date Presented	Presented To:	Response Date
Step 1  Oral Grievance			
Step 2  Written grievance to Department Head or Designee			
Step 3  Written grievance with attached 2nd step response presented in person to HR Director's designee (OTC-14)			
Step 4  Written request for arbitration  List Strike			
Step 5  Arbitration date			

Grievant's signature: \_\_\_\_\_

AFSCME Grievance Committee signature: \_\_\_\_\_

AFSCME President's or Designee's Signature: \_\_\_\_\_

Notes/Disposition of Case:

**APPENDIX D**  
**UNION STEWARDS**

<b><u>Location</u></b>	<b><u>Number of Stewards</u></b>
1. Sewer Operations & Maintenance, and Oxley Nature Center	1
2. Police and Municipal Courts	2
3. One Technology Center (City Hall)	5
4. Newblock and Charles Page Locations	1
5. Park and Recreation Community Centers	1
6. 56 & Garnett Complex	1
7. 23 <sup>rd</sup> and Jackson Complex, West Yard, and 2445 S. Jackson	3
8. Animal Shelter, Northside Treatment Plant & Mohawk Treatment Plant	1
9. Lake, Raw Water Supply, and A.B. Jewell	1
10. Galveston and Elwood Locations	<u>1</u>
 TOTAL	17

## **APPENDIX E** **DEFINITIONS**

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

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

**Harassment** ~~Intentional, unsolicited conduct by a person or a group of persons in which words, gestures, or actions tend to annoy, hinder, alarm and or abuse another person or group of persons and the conduct in fact seriously annoys, hinders, alarms or abuses the other person or group of persons. Unwelcome or inappropriate conduct related to the individual's protected status that objectively creates a hostile or offensive work environment or results in a negative employment action (such as discipline). Types of conduct considered unacceptable and therefore prohibited (even if not unlawful) may include offensive jokes, slurs, name-calling, threats or assaults, intimidation, ridicule, insults, offensive objects, gestures, or pictures, and interference with work performance. However, petty slights, annoyances, minor or isolated incidents typically do not violate the Respectful Workplace Policy.~~

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

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

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

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

**Satisfactory Performance Increase (SPI)** – A variable increase in pay for employees which requires a Proficient category performance rating on the two (2) most recent semi-annual evaluations. Employees who receive a rating of Not Proficient on one (1) or more of their semi-annual evaluations are ineligible for an SPI. ~~For FY 21-22, Employees who~~

have received Performance Evaluations of Not Proficient on two of the last three (3) performance reviews conducted will not be eligible for the SPI.

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

**APPENDIX F**  
**CARDINAL RULES OF SAFETY**

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

1. Failure to wear a seatbelt.
2. Knowingly operating a City vehicle without a valid, applicable State license.
3. Willfully or intentionally circumventing a safety device or policy or failure to wear personal protection as required.
4. Distracted driving/texting while driving.
5. Knowingly putting yourself, another employee or any other person in imminent danger or knowingly failing to protect the public.
6. Failure to report an on-duty accident or injury incident or failure to cooperate and be truthful in a safety investigation
7. Failure to prepare safety related documentation.
8. Willfully or intentionally failing to enforce safety policies and violations.