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AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

July 1, 2003 - June 30, 2004

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

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

Section 1.2 The job classifications included in the bargaining unit are set forth in Appendix B attached hereto and made a part thereof. The City will advise the Union in writing prior to initiation of any general classification studies and will receive input from and communicate with the Union in advance of any changes or additions to the classifications in Appendix B.

Section 1.3 Probationary employees shall be covered under the terms and conditions of employment set forth in this Agreement. A probationary employee shall have no right of appeal if suspended or terminated. Probationary periods shall be as specified by the Civil Service Commission.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes that the City has the exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power of authority which the City has not officially abridged, delegated, or modified by this Agreement is retained by the City.

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 – DISCRIMINATION

Section 4.1 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, creed, color, sex, age, religion, political beliefs, national origin, ancestry, or disability 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 including status of Union Membership or non-membership in the Union or for exercising any rights under this Agreement.

Section 4.2 Employer and the Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity.

Section 4.3 The City and Union agree employees shall be treated as consistently as possible throughout the City of Tulsa as concerns the application of discipline and/or other actions regarding work rules as found within Appendix D, 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.

ARTICLE 5 – MAINTENANCE OF MEMBERSHIP

Section 5.1 Employees may authorize payroll deductions for the purpose of paying union dues. An employee who becomes a member of the Union shall maintain membership in the Union for a period not less than one year from the date of employee signing the payroll deduction card.

Section 5.2 Payroll deductions for Union membership shall be irrevocable for the one year period defined above and shall automatically be renewed for successive similar periods unless revoked by proper signatures on a form provided by Local 1180. This form shall be copied by the Union with the employee retaining one copy and the Employer receiving one copy at Payroll. The form shall be properly signed by a Union representative as well as the initiating employee. Such notice must be signed by employee at least thirty (30) days prior to the anniversary of the date the payroll deduction card was originally signed by the Employee. Payroll deduction of Union dues shall cease within thirty (30) days from the City's receipt of the form from Local 1180.

Section 5.3 Dues check-off of Employees moving to positions outside of this Bargaining Unit shall cease automatically upon effective date of change.

ARTICLE 6 – CHECK-OFF OF DUES

Section 6.1 The Employer agrees to make payroll deduction from the wages of each employee who has signed an authorization for payroll deduction card, in the amount certified by the Secretary of Local No. 1180 as the Union dues. The deduction shall be made from the second paycheck each month, if any, and the total dues will normally be delivered to the Treasurer of Local No. 1180 not later than ten (10) days after the deduction.

Section 6.2 The Employer agrees that deduction of Union dues for the prescribed period of time shall be according to this Agreement and shall be authorized by the employee's signature on the Union Authorization Card.

Section 6.3 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues.

Section 6.4 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 7 – DISCIPLINE

Section 7.1 The City reserves the right to discipline or discharge any employee for just cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure. In the administration of this Article, discipline shall be expedient, progressive in nature, based upon the circumstances of the offense and the employee's performance record, and be corrective rather than punitive. This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge.

Section 7.2 For minor offenses by an employee, management has a responsibility to discuss such matter with the employee. Counseling of this type shall be held in private between the employee and the supervisor. Counseling is not considered discipline and is not subject to the Grievance Procedure. A written Employee Counseling Record may be completed to document such counseling with a copy provided to the employee. The employee may provide a written response, which shall be retained with the written Employee Counseling Record. It is understood informal counseling sessions occur from time to time which may not be documented in any manner. Employee Counseling Records shall not be placed in the employee's official Human Resources Department file.

Section 7.3 Employees shall be given the opportunity to have a Union Steward or representative, chosen by the employee, present in any disciplinary hearing. Employees shall be notified in writing of any pre-action or pre-termination hearing.

Pre-termination hearing notification shall occur at least twenty-four (24) hours prior to such hearing.

Written notification of hearings shall include general information concerning the alleged offense, and the time, date and place of hearing. Hearings shall be conducted by an impartial hearing officer designated by the department head. This person shall not be the individual or supervisor who

brought forth the initial charge.

Section 7.4 Discipline shall include: written reprimands, suspensions, demotions, and discharges. Employees disciplined shall be given a copy of such discipline at the time such action is taken. This document shall include the specific reasons for such discipline such as, approximate time and location, specific work rule or regulation violated, action of the employee and if appropriate, recommend corrective action to the employee. An employee shall have the right to appeal or grieve such discipline as provided under Article 11 or Article 12 of this Agreement.

Section 7.5 In lieu of an immediate discharge, the City may suspend an employee pending investigation of the incident. The employer shall render a decision within five (5) working days.

Section 7.6 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. 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 7.7 It is agreed reduction of accrued vacation in lieu of suspension is an effective means of corrective discipline to be utilized for cases of excessive absenteeism. Vacation reduction in lieu of suspension for excessive absenteeism shall be offered to an employee and, if accepted by an employee, shall be considered a suspension for purposes of progressive discipline. An employee who commits a non-absentee offense for which the employee could be suspended, may, at the sole discretion of the employee's supervisor, be offered a vacation reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. Only one such reduction, for a non-absentee offense, may be imposed during any twelve (12) month period. Vacation Leave reduction shall be limited to a maximum of five (5) days and shall be considered non-grievable.

ARTICLE 8 – STRIKES AND LOCKOUTS

Section 8.1 No strikes of any kind shall be caused or sanctioned by the Union or employees. The Union or employees shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph shall be grounds for disciplinary action, including discharge for all such employees involved. An employee who believes that such discipline or discharge by the Employer was not justified shall have recourse through the Grievance Procedure.

Section 8.2 Upon notification confirmed in writing by the Employer that a strike, mass absenteeism, slowdown, or any type of concerted work stoppage is in progress, the Union shall

notify employees to return to work and shall take all reasonable action to secure the employees' return to work as promptly as possible.

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

ARTICLE 9 – SENIORITY

Section 9.1 City seniority according to this Agreement shall consist of the continuous, accumulated paid service of the employee with the Employer. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or lay-off not to exceed twelve (12) months.

Section 9.2 Classification seniority according to this Agreement shall consist of continuous, accumulated paid service of the employee within a classification specified in Appendix B. The computation of classification seniority shall take into consideration changes in classification titles which reflect an evaluation of the position without contemplating changes in the duties, responsibilities, and nature of the work itself.

Section 9.3 City seniority shall be a factor of consideration in reduction in force, reemployment after lay-off due to reduction in force, and expenditure of vacation leave. The extent to which such seniority shall be a factor is specified in the Article covering reduction in force and vacation leave contained in this Agreement.

Section 9.4 Classification seniority shall be a factor of consideration in shift assignment when not rotated. The extent to which such seniority shall be a factor shall be specified in Article 15 – Hours of Work.

Section 9.5 A City seniority list shall be brought up to date quarterly and a copy shall be furnished to the Union within fifteen (15) calendar days at the end of the quarter. Such list shall include the employee's name, department, position number, classification title, date of classification, pay grade and step within the pay grade, and date of employment.

Section 9.6 Classification seniority lists may be sent or delivered to the Secretary of Local No. 1180 when utilized as a factor specified in this Article. Such lists shall contain only the names, department, and seniority dates of those employees applying for rights based upon classification seniority as specified in this Article.

Section 9.7 All seniority rights shall be forfeited by:

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

ARTICLE 10 – UNION STEWARDS AND GRIEVANCE COMMITTEE

Section 10.1 Employees within the bargaining unit shall be represented by Stewards in areas of the City employment set forth in Appendix C. The Union shall furnish the Human Resources Department a written list of names of the Stewards and shall keep the list current at all times. On a biannual basis the Union shall provide the Employee/Labor Relations Manager with a complete updated list of the Stewards and their work locations. No more than thirty (30) employees shall be designated as Union Stewards to serve in the combined areas set forth in Appendix C. No more than four (4) stewards shall be designated as Chief Stewards of the Union and per Union/City Agreement, Chief Stewards shall each be selected from different departments with the exception of the Public Works Department. Three (3) of the Chief Stewards may be appointed from different divisions of the Public Works Department. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 10.2 Before investigating or engaging in any activity relating to grievances, a Union Steward shall request authorization from his/her immediate supervisor to engage in such activity. Upon authorization from their supervisor, the Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance without loss of pay for such time spent up to a maximum of two (2) hours per week. Any employee who requests to discuss a grievance matter with a Steward during working hours shall first request and receive the authorization of his/her immediate supervisor. Each Chief Steward shall be allowed a reasonable time to discuss and/or investigate an alleged or actual grievance without loss of pay for such time spent for a maximum of four (4) hours per week.

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

Section 10.4 The Grievance Committee for the Union shall be composed of the President, Vice-President, Secretary-Treasurer, Recording Secretary, and a Chief Steward. The officers and Chief Steward of the Union 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. The Union President and no more than two (2) officers or stewards, chosen by the Union President, shall attend such a meeting unless otherwise agreed by both parties.

ARTICLE 11 – CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL APPEALS

Section 11.1 All Civil Service Commission related appeals and grievances by bargaining unit members shall be processed through the Union office. The administration of Civil Service Commission related grievances and appeals shall normally be handled by the Resolution Manager acting as the designee of the Human Resources Director 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 11.2 Discipline involving suspension, demotions and dismissals shall be made solely for good and sufficient cause and may be appealed to the Civil Service Commission. Non-probationary

employees shall be afforded an opportunity to hear and discuss charges and evidence prior to any such disciplinary actions. Employees who are suspended, demoted or dismissed shall be provided written notice of the disciplinary action as provided in Article 7, Section 4. A copy of the notice shall also be filed concurrently with the Human Resources Department.

Section 11.3 An employee may file a written request for a Civil Service Commission hearing of any suspension, demotion or dismissal with the Resolution Manager within ten (10) calendar days from receipt of the department's disciplinary notification. The employee and Union may instead elect to process a suspension, demotion or dismissal through the Article 12 grievance process. A Civil Service Commission appeal shall be considered a waiver of any rights for an Article 12 arbitration appeal. An Article 12 arbitration appeal shall be considered a waiver of any rights for a Civil Service Commission appeal.

Section 11.4 If an employee files a written request for a Civil Service Commission hearing of discipline as set forth in 11.3 above, the Civil Service Commission hearing shall be held within the time frame established and/or set forth based upon the City Charter, (currently thirty (30) days) after the filing of the initial employee request with the Resolution Manager. The Resolution Manager or his/her designee shall investigate, review, and/or hold a preliminary hearing to determine whether to modify the department's action. A written statement of the Resolution Managers' recommendation shall be provided to the employee and to the Civil Service Commission at least five (5) calendar days prior to the Civil Service Commission hearing. The employee may accept the recommendation or continue their appeal to the Civil Service Commission.

Section 11.5 If an Employee is requested to appear as a grievant or 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 their 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. At the time an employee files a written request for a Civil Service Commission hearing, they shall also submit a witness list to the designated hearing officer and to their department Section Head. An employee that 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 11.6 The burden of proof shall be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action shall be approved by the Resolution Manager or the Civil Service Commission unless sustained by a preponderance of the evidence.

Section 11.7 A grievance involving a promotional matter shall be handled as follows:

- A. If the employee's grievance involves promotional non-certification or non-selection, the employee must initiate a grievance by submission of the grievance in writing to the Resolution Manager within the Human Resources Department within fifteen (15) calendar days of receipt of the written notification of non-certification or non-selection. Within ten (10) working days after receipt of the grievance, the Resolution Manager or his/her representative shall conduct a hearing which shall include the designated representatives of the Grievance Committee of the Local and the employee for purposes of gathering facts relating to the case. The employee and one material witness may be present at the hearing without loss of pay. Within ten

(10) working days after the hearing, the Resolution Manager or his/her designee shall submit to the Union and the employee the City's response to the grievance.

- B. If an employee decides that his/her promotional grievance has not been resolved by the investigation and response to the grievance by the Resolution Manager, the employee may file a written request for a Civil Service Commission hearing of the issue within fifteen (15) calendar days from the receipt of the City's written response. Within ten (10) working days from receipt of the employee's written request for such hearing, the Resolution Manager shall provide to the Civil Service Commission Secretary, the Union and the employee a "Civil Service Commission recommended resolution" relating to the grievance. The recommended grievance resolution shall include the date, time and location of the meeting when the matter will be submitted to the Civil Service Commission.

Section 11.8 The Civil Service Commission hearing may result in approval, denial or modification of the department's action and/or the Resolution Manager's recommendation. Time limits set forth within this Article may be extended by mutual consent of the parties except for those time frames set forth and required under the City Charter.

ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 12.1 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 when a question of "just cause" exists. The grievance procedure set forth in this Article shall apply to all disciplinary or work rule issues except those issues involving: (A) suspension, demotion or removal appeals which are determined by the employee and/or Union as issues to be processed under Article 11 Civil Service disciplinary appeals (rather than through arbitration processes); or (B) grievances involving promotional matters which shall only be processed per Article 11 provisions.

Section 12.2 Normally, except and unless specifically provided differently within particular sections of Article 11 or Article 12, no matter shall be entertained as a grievance hereunder unless it is raised as such within fifteen (15) calendar days after the occurrence of the event or after the employee becomes aware or reasonably should have been aware of the event giving rise to the grievance.

Section 12.3 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 12.4 Normally all grievances, other than as set forth in Sections 12.1 and 12.3, 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 in writing 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. The written grievance will be submitted to the grieving employee's department head within ten (10) working days after receipt of the supervisor's oral answer in Step One (1). The department head may investigate and/or meet with the parties involved at his/her discretion. Within ten (10) working days after receipt of this written grievance, the employee's department head shall answer the grievance in writing to the Union office. If the grievance remains unresolved, the Union and its representative shall forward the grievance as originally written and the attached answer to the Human Resources Director within five (5) working days after receipt of the department head's answer.

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

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

Step 5. Both the Federal Mediation and Conciliation Service and the Arbitrator selected shall be notified of the appointment within five (5) working days from the date of selection. The date for the arbitration hearing shall be set within ten (10) working days from the date of such notification to the Arbitrator. Two (2) representatives

from Local No. 1180, the grieved employee, and up to two (2) material witnesses requested by the Union may be present at such arbitration hearing without loss of regular pay for time spent in arbitration if the hearing is scheduled during the employee's normal work period. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the Arbitrator. The Arbitrator shall have twenty (20) days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

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

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

Section 12.5 All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. If the grieving party or parties fail to pursue the grievance within the time limits set forth in the Agreement, the grievance shall be considered resolved based upon the last answer given by supervisory representatives of the City.

ARTICLE 13 – PAYMENT OF BACK CLAIMS

Section 13.1 Back wages shall be paid to any employee upon a finding that same employee is entitled thereto, in such amounts as may be determined through the Grievance and Arbitration Procedures.

Section 13.2 No claim for back pay or wages for employees who are terminated or suspended shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage excluding over-time pay for potential unscheduled overtime work. Said claims for back pay or wages shall be reduced by monies received from the State Employment Service, Worker's Compensation, or other employment compensation received by the employee or employees or which would have been received upon proper application for such compensation.

Section 13.3 Back wage claims shall be limited to only those monies identified in a back wage finding which were lost during the previous two (2) years.

ARTICLE 14 – LABOR-MANAGEMENT RELATIONS

Section 14.1 Representatives of the Union, not to exceed five (5) in number and from different departments or divisions of the Public Works Department, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 14.2 Meetings shall be scheduled during working hours on the Employer's premises and the City shall pay the Union representatives their normal rate of pay.

Section 14.3 The parties agree to form a joint subcommittee on productivity and efficiency to provide recommendations to the Mayor on ways to effect efficiencies and/or eliminate waste within City operations. The committee will normally be comprised of no more than four representatives each of management and the Union inclusive of the Employee/Labor Relations Manager and the Union President.

Section 14.4 The City and the Union acknowledge that harassment does not provide evidence of discrimination in every instance. The parties recognize that Work Rule R-29 is set forth to preclude any employees from threatening, intimidating, harassing, coercing or interfering with other employees on the job. The Union and the City agree no action in violation of Work Rule R-29 shall be accepted, condoned or allowed within the City workplace. All unresolved harassment issues, not involving protected group discrimination, shall be administered through Article 12 processes within this Agreement.

ARTICLE 15 – HOURS OF WORK

Section 15.1 The normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of lunch periods. The normal workweek shall consist of seven (7) consecutive 24-hour periods commencing at 12:01 a.m. each Sunday and ending at 12:00 p.m. Saturday seven (7) calendar days later. The regular weekly work schedule shall consist of either five (5) consecutive workdays of eight (8) consecutive hours each or four (4) consecutive workdays of ten (10) consecutive hours each. The regular work schedule for twelve (12) hour shifts shall be administered as follows: the first week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours; the second week shall consist of three (3) consecutive workdays of twelve (12) consecutive hours and one (1) consecutive workday of eight (8) consecutive hours; and the twelve (12) hour schedule shall alternate every other week. It is understood employees shall be compensated for only those hours actually worked.

Section 15.2 Appointing authorities may, at their discretion, establish hours and tours of duty for their department, for specified units, or for individual employees as may be necessary to provide

adequate service. In the interest of equity and uniformity, however, such hours shall conform to the following provisions:

- A. The standard hours that are established for full-time employees shall total forty (40) hours a workweek. All time worked shall be rounded to the nearest quarter (1/4) hour.
- B. Lunch periods may be established as one-half (1/2) or one (1) hour, but not otherwise; provided that in the case of Employees who are required to eat a meal while at work no lunch hour will be scheduled. Employees shall be required to work during a lunch period only due to an emergency.
- C. Lunch time, if established, shall be deducted from the workday in establishing the total hours worked.
- D. Employees shall be given a five (5) minute grace period at the start of the shift. If they arrive during this period of time their pay will not be docked. Employees consistently late, even if within the five (5) minute grace period, shall be subject to disciplinary action. Employees not allowed to commence work for reporting to work late shall be given a disciplinary action form.

Section 15.3 Prior to a permanent change of an employee's normal work shift, reporting location or days to be worked within the workweek, the employee shall be given five (5) calendar days' notice of such change. Employees who are designated as relief operators shall not be subject to the advance notice requirement, but they shall receive the shift differential provided for in Article 34, Section 18 for all hours worked regardless of shift worked. In the event of an emergency situation which necessitates the change of an employee's shift or days worked whereby it is impossible to provide the required notice, the employee shall be notified of such change at the earliest possible time. The purpose of avoiding overtime payments shall not be construed to be an emergency situation under the provisions of this Section.

Section 15.4 For purposes of this Section, normal working hours shall be defined as those work hours beginning on or after 6:00 a.m. and ending 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. Within fifteen (15) calendar days from January 1 employees may notify their supervisor in writing of their desired work shift through December 31.
- 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 15.4A time frames) regardless of employees' normal working hours as defined within this section. Such general shift bid selection procedures are understood by the parties to be at management's discretion and shall not be considered in violation of normal shift bid procedures.

Section 15.5 Nothing herein shall prohibit the Employer from establishing work shifts of ten (10) hours per day, four (4) days per workweek, provided however, the Employer shall notify and consult with the Union prior to establishing such work shifts. Effective September 1, 1993, should such a shift be established, premium pay for overtime would be paid on only those hours worked in excess of forty (40) hours per workweek in accordance with Article 16 of this Agreement. Accrual and expenditure of vacation leave and sick leave shall be calculated on an equivalent hourly basis.

ARTICLE 16 – OVERTIME

Section 16.1 Employees shall be compensated at the rate of time-and-one-half (1-1/2) the employee's straight-time hourly rate for only those hours actually worked in excess of forty (40) hours per workweek, except as specifically provided within Article 17 and Article 25. Time spent on vacation, holiday, or injury leave shall count as hours worked for computing overtime pay.

Section 16.2 Regular overtime, time worked prior to or immediately following an employee's regular shift, shall be rounded to the nearest quarter (1/4) hour.

Section 16.3 Upon request by an employee's supervisor or other representative of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.

Section 16.4 When possible, except where precluded due to special working requirements, employees will be given one-half (1/2) shift pre-notification of overtime assignments which follow the employee's regular shift and twenty-four (24) hours pre-notification of overtime assignments to be scheduled on the employee's regular days off.

Section 16.5 Overtime will be distributed as evenly as possible among qualified employees by department, division, section, classification, and shift. The employee lowest on the overtime list who is qualified for the assignment will normally be assigned the overtime. If excused from working the overtime by the appropriate supervisor, he shall be charged for such assignment as if he had worked the overtime for equalization purposes. If the employee is unavailable after reasonable attempts have been made to contact them, he/she shall be charged one-half (1/2) of such assignment for equalization purposes. Employees on approved leaves of absence shall not be charged for such overtime when unavailable, and upon return to work such employees shall be no lower than twelve (12) hours from the otherwise lowest employee on the list. When an employee enters a new work

area by appointment, promotion, transfer or re-assignment for the first time, he/she shall be brought onto an overtime equalization list with as many hours as the highest person on that list.

Section 16.6 Each department shall post in a conspicuous place on a semimonthly basis an updated overtime equalization list. Such list shall include each employee who is eligible for overtime assignments as provided in Section 5 of this Article, and the total number of equalization overtime hours charged against the employee. At the end of each fiscal year departments shall carry over the equalization list. This shall be accomplished by zeroing out the person with the lowest overtime amount on the list and reducing the time carried over for other employees by subtracting the amount previously held by the person with the lowest overtime amount.

Section 16.7 For purposes of employee safety and work effectiveness, employees shall 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. Therefore, overtime assignments will at times result in an employee not being eligible to complete and receive compensation for all normally scheduled hours of his/her regular shift. Based on these considerations, supervisors should take reasonable steps to limit overtime scheduling which results in the loss of an employee's availability to work and receive compensation for normal work hours.

Section 16.8 Employee's shift will not be broken nor shall employees be relieved from duty prior to the end of their regular work shift nor told not to report on normal work days for the specific purpose of avoidance of overtime assignments as defined in this Article. Supervisory personnel shall not perform the normal duties of the employees within the bargaining unit after such employees have been relieved from duty for the specific purpose of avoidance of overtime assignments to such employees.

Section 16.9 It is understood by the parties that incentive programs have been implemented within City of Tulsa work groups which provide that employees may be relieved from duty prior to completing eight (8) or ten (10) hour workshifts, but shall be paid for eight (8) or ten (10) hours during that day, contingent upon the satisfactory completion of all work assignments made by supervision. It is further understood that employees may occasionally be required to work in excess of eight (8) or ten (10) hours in a workday in order to complete their work assignments.

Section 16.10 It is also understood other work groups may be included in the incentive program provided realistic and appropriate standards are developed, and upon approval of the Human Resources Director. It is the intent of this program to provide employees an incentive to complete their work assignments in a timely and satisfactory manner by allowing them to be relieved from duty when such work is completed satisfactorily and therefore potentially work less than the standard eight (8) hour or ten (10) hour day.

Section 16.11 In recognition of the intent of this program, the parties agree that overtime at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay will be paid when an employee works in excess of forty (40) hours in a week. Work in excess of eight (8) or ten (10) hours in one workday shall not be compensated unless the employee's total work hours exceed forty (40) during that workweek. The provisions of this Section shall only apply to employees covered by the incentive program.

ARTICLE 17 – CALL-IN AND STAND-BY

Section 17.1 An employee who has been relieved from duty and has left the premises of his/her work location and is subsequently recalled to duty to perform work which is not continuous with the employee's next regular work period shall be compensated for a minimum of two (2) hours overtime. The minimum two (2) hours overtime compensation standard shall apply to both regular call-in and stand-by call-in.

Section 17.2 All employees scheduled for stand-by assignment shall be provided with a pager, when possible, for use during the course of said assignment. An employee who is required to be on stand-by away from the work location during non-work hours for possible emergency overtime work shall be compensated at the rate of \$1.25 per hour. Stand-by pay shall be reduced by the amount of hours actually worked during such stand-by period. All time worked during a stand-by period shall be compensated at one-and-one-half (1-1/2) times the basic hourly rate of the employee. Such hours spent on stand-by away from the work location shall not count as time worked for computing total hours worked in any one (1) day or any one (1) workweek.

Section 17.3 Employees shall be allotted a reasonable amount of time to report for work after a call-in or standby contact from their work unit.

ARTICLE 18 – REST PERIODS

Section 18.1 Employees normally will be given a fifteen (15) minute rest period during each one-half work shift of each day. The Employer will make every effort to plan work so as to permit such rest periods. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

Section 18.2 Rest periods shall not be contiguous to the lunch period, and they may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday.

ARTICLE 19 – PROMOTIONS

Section 19.1 For the purpose of this Agreement, a vacancy shall be defined as a regular position opening within a classification included in the bargaining unit (Appendix B) for which funds have been appropriated and the appropriate appointing authority has requested the position be filled.

Section 19.2 Whenever a vacancy exists, the position will be posted within each department for a minimum of five (5) working days. The posted notice shall specify the location of the vacant position. Employees desiring to be considered for said vacancy shall make written application for the position on forms prescribed by the Human Resources Department through the department's application clerk no later than 5:00 p.m. on the closing date set forth on the promotional announcement.

Section 19.3 Certain specified classifications of an “entry level” nature shall be advertised quarterly in order to establish internal candidate lists. Employees desiring consideration for any of these openings shall make written application for those positions when lists are advertised on the internal bulletin. Classification vacancies which shall be filled through use of the quarterly “Entry Level Applicant Lists” are those positions listed in Appendix E.

Section 19.4 The Human Resources Department shall make all determinations of the qualifications of the applicants applying for promotion. The Human Resources Department shall certify the three (3) most qualified applicants.

Section 19.5 Among those employees certified, the appointing authority shall appoint the most qualified applicant to the position based on fair and competitive selection criteria. The certified candidates shall receive written notification from the appointing authority within one (1) week of a decision stating that the employee has either been selected or not selected for the subject position. If the employee believes the reason(s) unjust, the employee may appeal the rejection through the Grievance Procedure.

Section 19.6 Upon appointment to a higher classification an employee shall be on probation for a period not to exceed ninety (90) calendar days. If an employee desires to return to his/her previous position within the probationary period, the employee may request this return, in writing, to his/her supervisor and the Human Resources Director for a decision. The appointing authority may elect to return the employee to his/her previous position at any time during the ninety (90) day period.

Section 19.7 Promotional consideration for classifications excluded from the bargaining unit shall not be subject to the provisions of this Agreement.

Section 19.8 Employees who are not covered by this Agreement and who request promotion into a classification included in the bargaining unit shall be given the same promotional consideration as set forth in this Article.

Section 19.9 An employee shall be ineligible to apply for promotional consideration until he has completed six (6) months of continuous employment with the City of Tulsa.

Section 19.10 Upon appointment to a position in a new classification or upon transfer as defined in Section 12 of this Article, an employee shall be ineligible for interdepartmental promotional consideration until completion of six (6) months in the newer position. Intradepartmental promotion eligibility will begin after three (3) months are completed in the newer position.

Section 19.11 When a vacancy has been advertised for promotion, employees in the same classification or pay grade may apply for the position in the same manner defined under Section 2 or 3 of this Article, provided that the vacancy is in a different department from that of the employee. This procedure shall also apply to employees who desire a transfer to a different classification which has the same pay grade as the employee’s classification, regardless of department. Final selection will be based upon the most qualified employee among all applicants for the vacancy.

Section 19.12 Employees desiring a lateral transfer to a vacant position within the same classification and department shall request this in writing with copies provided to the Department Head, appropriate hiring supervisor and the Employment Manager within the Human Resources

Department prior to the closing date of the promotional announcement which includes said vacancy. All such requests for lateral transfer shall be considered and answered by the department in writing with copies to the employee and the Employment Manager prior to the vacancy being filled. If the transfer is approved, the vacancy created by the transferred employee will be filled through the promotional procedure already in progress without readvertising the position.

Section 19.13 Employees transferring to another position shall serve a probationary period of ninety (90) calendar days before becoming permanent in the position. Lateral transfers shall be limited to one (1) per employee per twelve (12) month period.

ARTICLE 20 – SAFETY AND HEALTH

Section 20.1 The Employer and the Union will cooperate in the communication and enforcement of safety rules and regulations for the purpose of providing a safe and healthful working environment. Departments shall maintain on-going viable safety programs for this purpose. Violations of established safety rules and regulations may be subject to disciplinary action. The Employer and the Union insist on the observation of safety rules, regulations and procedures.

Section 20.2 All unsafe or unhealthful working conditions shall be reported to the supervisor. The supervisor may request the aid of safety personnel in making assessments of hazards and remedies if desirable and necessary. The employee is to perform work in a safe manner and management is to see that the work place is reasonably safe and healthful. Should any employee feel an imminent danger (conditions or practices exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated) exists, the employee shall notify his/her supervisor immediately. Work or operation of unsafe equipment shall cease until the supervisor properly investigates and takes corrective action when an imminent danger exists.

Section 20.3 No person shall discharge or in any manner restrain, coerce, threaten or discriminate against an employee for well intended reporting of unsafe or unhealthful conditions. If an employee believes sufficient remedy has not taken place in response to his/her request, the matter may then be entered as a written grievance in Step Two (2) of the grievance procedure within five working days of the conclusion of the department's investigation. Management may take disciplinary action when allegations of imminent danger have no reasonable basis. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration.

Section 20.4 The City and the Union recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the Union agree that substance abuse in the workplace may represent a threat to personal and public safety and property and must be remedied if it occurs. Employees who have been determined to have a substance abuse problem shall be obligated to obtain care through the established provider and abide by related requirements, policies, and procedures, or face disciplinary action up to and including termination. Employees are encouraged to review the City's Policies and Procedures applicable to substance abuse, including discipline, as stated in Safety and Health Manual Section 109, Drug Testing Policy and Section 112, EAP Program Information.

ARTICLE 21 – EQUIPMENT, PROTECTIVE GEAR AND UNIFORMS

Section 21.1 The City shall continue to 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. 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 21.2 Replacement of items furnished shall be made on the basis of need due to normal wear and tear which could be reasonably expected for that item. Employees shall be required to reimburse the City for damage or loss to equipment, uniforms and protective gear upon a determination by the department head or designated supervisor that such damage or loss was the result of theft, intentional destruction, gross negligence or other misuse of such equipment.

Section 21.3 The appropriate department head, with approval of the Human Resources Director, 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.

Section 21.4 It shall be the responsibility of the employee to maintain the prescribed uniform in a manner consistent with the established policy of the department. Reasonable standards of grooming shall only be established for safety, customer service and cleanliness purposes.

Section 21.5 The City shall provide employees with a subsidy of \$70.00 towards the purchase of one pair of safety footwear each fiscal year per the policy on Safety Footwear Protection approved by the Mayor. Any additional pairs of safety footwear will be subsidized by the City only at the discretion of the department head's designee and based on verified need and propriety. Employees shall be responsible for reasonable care of such footwear and compliance with the Mayor's approved policy.

Section 21.6 The City and the Union shall cooperate through the Labor Management Committee to develop tool list requirements for individuals within the Automotive Mechanic classification and develop related policies. Upon approval of the tool listing and procedures by the Human Resources Director, automotive mechanics required to maintain personal tools for their work duties shall be eligible for an annual tool allowance of \$200.00 dollars per year and employees in the Automotive Servicer classification shall be eligible for an annual tool allowance of \$100.00 dollars per year.

ARTICLE 22 – RETIREMENT

Section 22.1 In the event that the Board of Trustees of the Municipal Employees Pension System establishes a committee to study potential changes or improvements to the retirement program, such committee shall include two (2) employees selected by the Union to represent the interests of the Labor/Trades employees of the City.

Section 22.2 The attendance at such meetings of the committee shall be without loss of pay for those employees.

ARTICLE 23 – BULLETIN BOARDS

Section 23.1 The City agrees to provide a reasonable number of bulletin boards for the exclusive use of Local No. 1180 for the posting of Union informational notices. Such boards shall be of reasonable size and material and designated A.F.S.C.M.E., AFL-CIO Local No. 1180. Bulletin boards shall be placed in locations mutually agreed upon by the parties. Such Union notices shall contain no political, controversial, or inflammatory matter. The boards shall be used only for the following notices:

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

Section 23.2 The management of the City reserves the right to remove any material from such bulletin boards which, in their opinion, does not conform to the purpose or intent of this Article. The City shall make a Union representative aware of any such removal of materials.

Section 23.3 Only those designated bulletin boards shall be used for posting Union material on City property.

ARTICLE 24 – UNION BUSINESS

Section 24.1 The City agrees to provide time off with pay for a period not to exceed five (5) working days for two (2) Union members who are employees of the City to attend the National Convention of the A.F.S.C.M.E. held once every two (2) years. One additional Union member will be granted Personal Leave to attend the National Convention for a period not to exceed five (5) working days.

Section 24.2 The City agrees to provide time off with pay for a period not to exceed three (3) working days for two (2) Union members who are employees of the City to attend the State AFL-CIO Convention held annually. One additional Union member will be granted Personal Leave to attend the State Convention for a period not to exceed three (3) working days.

Section 24.3 The Union will notify the City at least one (1) week prior to the State and National Convention which employees will attend.

Section 24.4 The City agrees to provide time off for five (5) employees to act as the negotiating team for Local No. 1180. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives of the City and shall be compensated for such time so engaged during the employee's regularly scheduled working hours.

Section 24.5 In lieu of exercising the option provided for under Section 24.8, the duly elected Union President of Local No. 1180 shall be allowed a maximum of eight (8) hours per week with pay to conduct Union business. This eight (8) hour per week availability shall also apply to the Vice-President, in addition to other hours allocated, if it is clearly necessary for him/her to assume the duties of the President due to absence of the President for periods in excess of four (4) consecutive workdays and upon proper forty-eight (48) hour pre-notification to Employer. The parties agree Section 24.8 is inapplicable to the Vice-President in such instance. The Union President may use these eight (8) hours to conduct grievance investigations or any other Union related activities. It is understood by the parties these eight (8) hours are in addition to time permitted the Union President as a Grievance Committee member under Section 4 of Article 10 or to attend formal collective bargaining sessions. All such time shall be authorized by the appropriate supervisor.

Section 24.6 In view of Section 5 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the employee shall be factors considered by the City in making such a shift assignment decision.

Section 24.7 Except as provided within Sections 24.4 and 24.5, the City agrees to provide a maximum of six (6) hours time off with pay per week for the duly elected Vice President of Local 1180 to attend to the duties of that office. It is understood that these six (6) hours shall not be affected (increased) by the Vice-President's participation as a steward, grievance committee member or any other role which would normally include specified time off. The City agrees to provide a maximum of six (6) hours time off with pay per week for the duly elected Secretary Treasurer of Local 1180 to attend to the duties of that office.

Section 24.8 The duly elected President of Local No. 1180 of the American Federation of State, County and Municipal Employees shall be granted a leave of absence without pay if requested, provided, however, his/her elected term in office shall not be less than two (2) years, subject to the following provisions:

- A. Such leave shall be granted for a period of not less than two (2) continuous years.
- B. The employee shall retain and continue to accrue all seniority while on such leave of absence without pay. Other provisions relating to leave without pay as defined in this Article shall apply.
- C. During the Leave, Group Medical and Dental Insurance coverage options shall continue on the same basis as an active employee; except that the President of Local 1180 shall be responsible for all of the cost of the coverage on both the President and his/her dependents. Monthly premiums shall be remitted to the City prior to the first (1st) day of each month.
- D. In the event that the President has been granted a two (2) year leave of absence in accordance with this Article and becomes permanently incapacitated or resigns at least three months prior to the end of his/her term as President, the Vice President of Local No. 1180 may have the option of completing the President's remaining leave of absence subject to the approval of the Union and the provisions of this section.

ARTICLE 25 – HOLIDAYS

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

- A. New Year's Day (January 1st)
- B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- C. Good Friday (Friday before Easter)
- D. Memorial Day (Last Monday in May)
- E. Independence Day (July 4th)
- F. Labor Day (First Monday in September)
- G. Veteran's Day (November 11th)
- H. Thanksgiving Day (Fourth Thursday in November)
- I. Friday after Thanksgiving
- J. Christmas Eve (December 24th)
- K. Christmas Day (December 25th)
- L. Floating Birthday
- M. Floating Day

Section 25.2 The granting of holidays observed by the City shall be subject to the following provisions:

- A. For employees whose regular days off are Saturday and Sunday, when a holiday falls on Saturday it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday. 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, the employee's next scheduled workday shall be observed as the holiday.
- B. An employee required to work on a scheduled holiday shall be compensated in money at time-and-a-half (1-1/2) his/her straight time rate for the hours actually worked on the holiday in addition to the normal rate of pay for all hours worked on that day through eight (8) or ten (10) hours. In the event an employee works more than eight (8) or ten (10) hours on a holiday, the employee shall be paid two (2) times his/her straight-time rate for such hours worked in excess of eight (8) or ten (10) hours during the holiday. An employee who is scheduled to work on a holiday shall be notified of such holiday work not less than five (5) calendar days prior to the holiday. In the event of an emergency situation which necessitates requiring an employee to work a holiday without five (5) days notice, the employee shall be notified of such work at the earliest possible time.

- C. An employee who is scheduled to perform work on a holiday shall be compensated for a minimum of four (4) hours overtime pay.
- D. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended; however, when an employee is absent on a holiday for which he is scheduled to work, such time shall be charged to leave without pay and he shall not be eligible to receive an additional day off with pay at a later date.
- 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.
- F. An employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday.
- G. All hours actually worked on a holiday shall be considered overtime for the purposes of overtime equalization as defined in Article 16.
- H. The Floating Birthday and Floating Day must be scheduled at least twenty-four (24) hours in advance. The Department Head or designee must approve the day off and employees shall not be allowed to work on their designated Floating Birthday or Floating Day. 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 Birthday or Floating Day shall not be compensated for it.

ARTICLE 26 – VACATIONS

Section 26.1 Vacation leave shall begin to accrue to each employee covered by this Agreement on the first day of the month that coincides with or follows the date of appointment and shall be credited to the employee's leave account on the last day of the month in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>	<u>Equivalent 8-hour days</u>
Date of employment to completion of 5 th year	9.33 hours	112 hours	14 days
5 years but less than 10 years	10.667 hours	128 hours	16 days
10 years but less than 15 years	14 hours	168 hours	21 days
15 years but less than 20 years	15.33 hours	184 hours	23 days
20 years but less than 25 years	16.667 hours	200 hours	25 days
25 years or more	17.333 hours	208 hours	26 days

For FY 03-04 only, those employees who are in the affected eighteen (18) and nineteen (19) years of service status on this chart as of July 1, 2003, and who would not receive at least one additional (8 hour) day of vacation accrual during FY 03-04 based on the new vacation chart, will have some varying amount of additional hours added to their vacation bank. This will be accomplished through a manual leave correction conversion form submitted to their departmental payroll area by September 1, 2003. The effect of this additional manual process will be to ensure that the net outcome of the chart change is the receipt of at least eight hours vacation above and beyond those employees' expected accrual under the previous (FY 02-03) vacation chart.

Section 26.2 The maximum amount of vacation leave that may accumulate in an employee's vacation leave account at any time shall be twice the amount for which the employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an employee who has reached the maximum amount. No payment shall be made for unused vacation leave.

Section 26.3 Vacation leave with pay shall be granted to employees in accordance with the following provisions:

- A. An employee must complete six (6) months of employment before becoming eligible to expend vacation leave.
- B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an employee's vacation because of work requirements. City seniority shall be a factor in the scheduling of vacation leave where practicable.
- C. Vacation leave shall not exceed the total amount credited to an employee at the time of the proposed departure.
- D. Vacation leave shall not be utilized for purposes of personal and/or family illness until all available sick leave has been utilized.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized in accordance with Article 7.7.
- F. Vacation leave shall normally be expended in no less than one-half (1/2) day periods. However, at the discretion of the immediate supervisor, vacation leave may be expended in one (1) hour increments. Work and/or crew assignment shall be a factor of consideration in such decisions.
- G. Vacation pay shall be exclusive of shift differential.
- H. Upon separation an employee shall be paid for the unused portion of their accrued vacation leave, provided the employee has completed six (6) months of employment with the City.

- I. An employee who is dismissed from the service of the City for embezzlement of City funds, theft of City property, or deliberate destruction of City property shall be ineligible for payment of accrued vacation leave.
- J. Approved vacation leave shall be assumed to begin as soon as the Employee has completed his/her last regularly scheduled workday prior to the approved leave. Approved vacation leave shall be assumed to end as soon as the Employee has begun his/her first regularly scheduled workday following the approved leave. In the event of an emergency situation, which necessitates a change in the vacation schedule, the Employee shall be notified of such change at the earliest possible time.
- K. Normally, an employee must request to schedule vacation at least two (2) weeks in advance. However, work unit supervisors at their discretion may approve an employee's request for vacation leave upon shorter notice or in view of employee emergencies. The employee shall notify their 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.

ARTICLE 27 – SICK LEAVE

Section 27.1 Sick leave shall be separated into two (2) distinct types: 1) Short-term sick leave and 2) Long-term sick leave.

SHORT-TERM SICK LEAVE

Section 27.2 On July 1, each employee who has completed six (6) months of continuous service shall be credited with 40 hours of short-term sick leave. Such leave may be expended: 1) when employees are incapacitated by sickness or non-job-related injury; 2) for medical, dental, or optical diagnosis or treatment; 3) for necessary care and attendance of a member of the employee's immediate family or household; 4) after exposure to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others. Short-term sick leave may be accrued up to a maximum of 96 hours.

Section 27.3 If an employee has in excess of 56 hours of short-term sick leave on July 1, the balance above and beyond 96 hours shall be applied to the employee's long-term sick-leave accrual, not to exceed the normal 1200 hours limitation.

Section 27.4 For the purpose of this Article, "immediate family" shall be defined as a parent of the employee, spouse, child, or "step" situation within these relationships.

Section 27.5 All employees who are hired or who enter a Labor/Trades classification from a non-bargaining unit position shall be credited with short-term sick leave days upon completion of six (6) consecutive months of service with the City of Tulsa in accordance with the following schedule. Employees entering the bargaining unit from a non-bargaining unit position shall be credited with the appropriate number of short-term sick leave days based upon the later of the date they entered

the bargaining unit position or the date of completion of six (6) consecutive months of service with the City of Tulsa.

<u>Date of Completion of 6-Month Period</u>	<u>No. of Hours Credited</u>
7/1 through 9/14	40
9/15 through 11/30	32
12/1 through 2/14	24
2/15 through 3/31	16
4/1 through 6/30	08

Section 27.6 In the event that short-term sick leave is used on the workday immediately prior to or immediately following an approved holiday, the employee shall receive no pay for the holiday unless the absence is verified by a statement from a medical doctor. Short-term sick leave shall not be approved for workdays which are contiguous with approved vacation leave unless the absence is verified by a statement from a medical doctor.

LONG-TERM SICK LEAVE

Section 27.7 Long-term sick leave shall accrue at the rate of 4.67 hours per month. An employee may accrue a maximum of 1200 hours of long-term sick leave.

Section 27.8 Long-term sick leave may be expended: 1) when employees are incapacitated by sickness or non-job-related injury; 2) for medical, dental, or optical diagnosis or treatment; 3) after exposure to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others; or 4) for the necessary care and attendance of a member of the Employee's immediate family or household.

Section 27.9 Long-term personal or family sick leave may be granted to employees only after an absence of thirty-two (32) continuous working hours. Long-term personal or family sick leave shall begin on the thirty-third (33rd) consecutive working hour that the employee is absent. It is understood by the parties that long-term personal or family sick leave are both expended from the long-term sick leave established within Section 27.7 above. Long-term personal or family sick leave usage shall not exceed the employee's total long-term sick leave accumulation. Except as provided in Section 27.12, employees may use a maximum of 160 hours long-term family sick leave to care for immediate family members as defined in Section 4 of this Article within any twelve (12) month period. An employee requesting use of long-term sick leave to care for immediate family members must present a doctor's statement indicating that the employee is needed to care for the family member and the amount of time needed to provide the care. However, Department heads may request approval by the Human Resources Director (or his/her designee) of an extension of the employee's use of long term sick leave on a case by case basis due to a verified and singular instance of dire family illness or injury. Employees who have exhausted all short-term sick leave may use vacation leave to cover sick days prior to entering long-term personal or family sick leave per Section 27.10C.

GENERAL ADMINISTRATION

Section 27.10 Sick leave shall be granted to employees in accordance with the following provisions:

- A. Sick leave used shall not exceed the total amount accrued or credited to the employee at the time of his/her absence.
- B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave at the discretion of the appointing authority.
- C. After six (6) months of service, accrued vacation may be used for short-term or long-term sick leave when accrued sick leave has been exhausted. The granting of such vacation time shall be at the discretion of the appropriate supervisor to the extent that prior to an approval determination, the employee's supervisor may request medical verification of the absence when a question exists regarding the nature of the specific absence or when the employee's overall attendance record has been less than satisfactory. Upon receipt of the appropriate medical verification, the employee shall be granted the use of available vacation leave for the absence.
- D. Holidays and other nonscheduled workdays shall not be included in computing sick leave expenditures.
- E. Sick leave shall normally be expended in not less than two (2) hour increments. However, at the discretion of the immediate supervisor, sick leave may be expended in one (1) hour increments. Work and/or crew assignment shall be a factor in such a decision.
- F. An employee not in a reserve status who leaves the classified service directly for military service and applies for re-employment within fifteen (15) days after rejection or ninety (90) days after honorable discharge from military service shall have his/her former unused sick leave credits reinstated if he is rehired within one year from the date of reapplication.
- G. An employee who is laid off and returns to City employment within one year from the date of layoff shall also have his/her former unused accrued sick leave reinstated.
- H. Reporting of Sickness. Employees who are absent from duty for reasons which entitle them to sick leave shall notify their supervisors within a reasonable time prior to their usual reporting time if physically able to do so.
- I. When an absence charged to short-term sick leave exceeds three (3) consecutive working days, the employee shall present at the time they return to work a statement from his/her doctor describing the illness. A department head may require a doctor's statement for shorter absences if there has been an established pattern of abuse or reason to suspect abuse before allowing the absence to be charged to short term sick leave. Long-term sick leave shall only be granted upon proper medical verification which shall include a statement from the employee's doctor, family or household

member's doctor and/or review, investigation and/or examination by the City Physician. Such statement shall specify the dates which the employee was seen by the doctor, that the employee is medically unable to perform their normal duties and the reason for the examination and/or treatment.

- J. Any employee who shall receive payment for work performed for any other employer other than the City of Tulsa while on approved sick leave shall be subject to immediate dismissal. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved sick leave. False or fraudulent use of sick leave shall also be grounds for dismissal.
- K. Expenditure of accrued sick leave shall cease:
 - 1) On the date that an employee qualifies and receives payments from the Social Security Administration or the City's Long-Term Disability Program for any disability which prevents the employee from performing the normal duties of his/her job; or
 - 2) On the date that such payments would have commenced had the employee made proper application for those benefits.
- L. After initial approval of sick leave an employee who continues to be physically unable to perform their normal duties shall be required to present each thirty (30) calendar days a physician's statement to his/her department head confirming their continued inability to perform normal duties. The department head may at any time request a physician's statement or medical opinion from the City Physician regarding the employee's ability to continue or return to work.
- M. During any leave, with exception of vacation leave, which is in excess of one-hundred sixty (160) hours, whether it is paid or unpaid, no vacation or sick leave will be accrued during the entire period of the leave. The adjustment shall be prorated to the nearest week. Full time employees must complete in excess of twenty (20) hours of actual work within a workweek to be eligible for accruals to recommence after an extended absence. 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 in grade for Satisfactory Performance Increases or for completion of probationary period.

Section 27.11 Employees whose service is terminated for reason of early retirement, normal retirement (or rule of 80), disability, or death shall be paid for unused accrued long-term sick leave in accordance with the following provisions:

- A. No payment shall be made for unused short-term sick leave or for the first 29 days of long-term sick leave. Only such leave in excess of 29 days, up to the maximum of 150 days, shall be paid.

- B. Unused accrued long-term sick leave shall be paid at the rate of one (1) hour of base pay for each two (2) hours of sick leave. Shift differential or other premium pay shall not be used in calculating such amount.
- C. Employees retiring but terminated for theft, embezzlement, or deliberate destruction to City property shall not be paid for unused sick leave.
- D. For the purposes of this Section, disability shall be defined as a physical disability expected to last in excess of 150 days which would preclude the employee from performing the normal tasks required of his/her position. Such disability must be verified by the City Physician. In the event of a conflict under this Section, an employee who qualifies for disability benefits under the City's Long-Term Disability Insurance Program or the Social Security Act shall be deemed disabled. If the employee became disabled while an employee of the City and if such employment was terminated due to the disability, the employee shall be paid for unused long-term sick leave in accordance with paragraphs A and B of this Section.
- E. In the event of the death of an employee, unused long-term sick leave shall be paid to the beneficiary designated on the life insurance policy provided by the City. Such payment shall be in accordance with paragraphs A and B of this Section.

Section 27.12 Pregnancy shall be treated as any other sickness or non-job-related injury. However, an employee recovering from the birth of a child, or caring for a newborn or adopted child shall be allowed to use vacation or sick leave in the order they deem necessary for a period of six (6) weeks after the birth of a child. After six (6) weeks has passed, continued use of sick leave shall require medical certification of eligibility for sick leave use. If an employee is ineligible for sick leave use after the original six (6) weeks has passed, an employee remaining on leave shall utilize other applicable leaves in accordance with Article 43, Family and Medical Leave. Maternity Leave shall be considered approved Family and Medical Leave and be subject to the provisions of the FMLA outlined in this agreement.

Section 27.13 Employees with a total accrual of long-term sick leave in excess of 1160 hours may, in eight (8) hour increments and at their option, convert any additional accrual on a one to one basis for vacation leave. The parties understand this provision allows employees to convert a maximum of 40 hours of long-term sick leave to 40 hours vacation within any one calendar year, and such conversion shall not allow an employee to exceed his/her normal maximum vacation accrual.

Section 27.14 The parties agree to form a joint review committee to consider possible advantages or disadvantages of moving from current sick leave and vacation leave programs to a "PAL" (paid annual leave) system. It is understood any such change of these leave programs would be negotiated and subject to all related negotiation provisions of the Collective Bargaining Agreement.

ARTICLE 28 – INJURY LEAVE

The Union and the City of Tulsa recognize the necessity of maintaining a uniform policy and procedure for administering injury leave within the City of Tulsa. The Personnel Policies and Procedures Manual Injury Leave Policy shall be used for administering the injury leave benefit

under this Agreement. The following guidelines are provided for information purposes only and reflect key elements from the Personnel Policy and Procedure Injury Leave Policy. Employees are encouraged to review the current Personnel Policies and Procedures Manual Injury Leave Policy for complete information on this benefit.

Section 28.1 When an Employee has been injured in the course of employment with the City, regardless of extent, he should report the injury immediately to his/her immediate supervisor. If the immediate supervisor is unavailable, the employee shall report the injury to any exempt supervisor available, but in no event shall the injury be reported later than the end of the workday in which the injury occurs. The employee shall also, on the same day or shift as the injury occurs, call the Injury Reporting Hotline (1-877-461-7671 or 596-9622) and report the injury telephonically. The supervisor will receive an Injury Report/Investigation form a few days following the Hotline call, prepared for investigation completion and signatures, and shall provide a completed copy to the employee.

Section 28.2 Every employee who seeks approval of injury leave shall submit a completed Injury Leave Request form to the immediate exempt supervisor or his/her designee within thirty (30) calendar days after first losing job time as a result of the injury for which leave is requested. After reviewing the form with the employee, the supervisor shall sign and date the form, provide the employee with a copy, and then forward the form to the department payroll clerk. Failure to submit such application within thirty calendar (30) days shall disqualify the employee for injury leave benefits, unless such failure is solely attributable to the employee's medical evidence or failure of the employee's supervisor to properly and timely process the employee application.

Section 28.3 The employee shall receive his/her normal pay for the day in which an injury occurs. The day(s) following the injury shall be charged against injury leave, provided the employee is unable to return to work and taken off work by the City Physician due to such injury and the injury leave is approved by the Claims Administrator.

Section 28.4 In the event that an injured employee seeks medical consultation and/or treatment which is not approved or prescribed by the City Physician and the costs of such consultation and/or treatment are paid by the City of Tulsa, the employee shall not be eligible to receive injury leave payments for any absence related to that injury. Accrued sick leave shall not be used during such absence.

Section 28.5 Employees who are injured on the job due to their own gross negligence or misconduct or who fail to comply with established requirements of the City of Tulsa in the reporting and processing of injury reports or who fail to report to and cooperate with the City Physician shall not be eligible for injury leave with pay for any period.

Section 28.6 Any employee who shall receive payment for work performed for any employer other than the City of Tulsa while on approved injury 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 injury leave.

Section 28.7 Injury Leave may be granted by the Benefits Manager or the designated Claims Administrator for such time as the injured employee is unable to work due to a job-related injury, but in no event, shall this be in excess of 180 calendar days. If the Claims Administrator denies an

application as not being job-related the employee may be eligible for sick leave benefits. If Injury Leave is denied for not following the Injury Leave procedures the employee may be eligible for Worker's Compensation Benefits. If Injury Leave is denied and the employee is not eligible for the above, the employee will be charged leave without pay. Injury leave grievances shall be entered at the third step of the grievance procedure and shall be subject to arbitration. Supervisors shall be furnished or mailed a copy of all such grievances by the Union at the time of filing.

ARTICLE 29 – MILITARY LEAVE

Section 29.1 An employee who temporarily leaves his or her job as a result of voluntary or involuntary service in the United States uniformed services is guaranteed certain reemployment rights and other job protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Notice of any such absence (oral or written) is required unless the employee is unable to provide such notice because of "military necessity".

A. Leave with Pay for Military Physical Examination

1. Classified employees shall be granted time off with pay, not to normally exceed one (1) day inclusive of travel, for the physical examination prior to induction or entry into active military service or for veterans' re-evaluation physical examinations.
2. In order to be granted such leave with pay, the employee shall provide to his or her department head or designee an official notice to report for physical examination. Leave for this purpose shall be classified as military leave.

- B.** For purposes of calculating military leave benefits, work days shall be counted and/or prorated based on an eight (8) hour workday.

Section 29.2 Military Leave for Training in a Reserve Unit or National Guard

- A.** Any employee in the classified service shall be granted no more than twenty (20) working days paid leave per federal fiscal year (October 1 through September 30), travel time inclusive, when ordered for training as part of a reserve unit or any component of the Armed Forces or National Guard.
- B.** Whenever possible, the employee shall present to the department head or designee a copy of the orders to report for Reserve or National Guard training prior to departure on leave. A copy of the orders shall be forwarded to the Human Resources Department. A Personnel Action shall be completed when military leave extends beyond four (4) consecutive workweeks to take the employee out of active status and stop leave accruals.

Section 29.3 Military Leave for Active Duty

- A. An employee in the classified service shall be granted no more than twenty (20) work days paid leave per federal fiscal year (unless specifically extended by the Mayor), travel time inclusive, when ordered to active duty other than training as part of a reserve unit or any component of the Armed Forces or National Guard. Paid military leave for active duty shall be in addition to any military leave for training provided in Section 29.2A. Military leave shall not be considered initiated until any expenditure of vacation leave and/or compensatory leave has been completed. The use of vacation or compensatory leave in this manner is voluntary and shall extend the employee's normal employment status and benefits except as provided in Section 29.4B.
- B. Any classified employee who enters the U.S. Armed Services (other than the National Guard or a reserve unit) directly from City employment shall be placed on military leave. Whenever possible, the employee shall present a copy of his or her orders to report for duty to his/her department head or designee, and these orders shall be forwarded to the Human Resources Department. The Personnel Action shall indicate "other leave" and under "remarks" shall state "Military Leave of Absence."
- C. Based on this policy, departments shall discuss with Human Resources the appropriateness of filling vacancies caused by military duty.

Section 29.4 Benefits and Pension Provisions Regarding Military Leave in Excess of Thirty (30) Days

- A. Health and Dental Insurance – An employee may elect to continue his/her own health and dental insurance coverages for up to eighteen (18) months after such absence begins, or the period of service, whichever is shorter at 102% of the full premium rate (employee plus City contributions) for employee coverage. An employee may elect to continue dependent coverage at the current dependent premium rate (employee contribution) for twelve (12) months after such absence begins. After the twelve (12) month period, dependent coverage will continue at 102% of the full premium (employee plus City contributions) rate for up to six (6) additional months.
- B. Basic Life, Accidental Death and Dismemberment, and Long Term Disability – Coverages cease on the last day of the month in which such active duty begins.
- C. Dependent and Dependent Supplemental Life – An employee may elect to continue such coverage for twelve (12) months after such absence begins at full premium rate (employee plus City contributions).
- D. Deferred Compensation – An employee may elect to continue contributions into his/her account and the City's contributions will also continue during such absences. The employee may not, however, withdraw the account balance.

- E. Municipal Employees Retirement Plan (MERP) – Upon return to work, an employee shall receive full credited service for periods of military leave absence subject to prescribed USERRA return to work timeframe limitations.
- F. Vacation and Compensatory Leave – In lieu of the expenditure option provided in Section 29.3A above, an employee may elect to be paid in lump sum for any accrued vacation and/or compensatory leave or maintain his or her current accrual balance(s). However accruals cease during the period of military leave absence.
- G. Sick Leave – Accruals cease and an employee may not use any accrued sick leave during the period of military leave absence. No sick leave (retiree) conversion pay shall be available due to military leave.
- H. Flex Plan – An employee on military leave may continue participation in the flex plan up to the amount of income he or she has deferred during the City’s current fiscal year (and no later than September 30th of the preceding year). Additionally, an employee can elect to continue flex plan participation including contribution and expenditure subject to the limitation of expenditure of fund balance only.

Section 29.5 Return from Military Leave for Active Duty

- A. An employee returning from military leave shall request reemployment and report for duty per the following guidelines:

Service less than 31 days – Employees must report at the beginning of the first regularly scheduled workday after release from service, allowing eight (8) hours for travel or rest.

Service from 31-180 days – Employees must report no later than fourteen (14) days following completion of service.

Service over 180 days – Employees must report no later than ninety (90) days after completion of military service.

An employee is generally allowed up to five (5) years total (cumulative) of military leave and may not be eligible for reemployment thereafter.

- B. An employee returning from military leave from the uniformed services with a dishonorable or bad conduct discharge shall not be eligible for reemployment.
- C. An employee returning from military leave shall be reemployed in his/her former position or classification, if still qualified to perform the duties of the position or classification, at the step or the rate in the pay range the employee would have occupied without the military leave, and with full seniority. If the employee is not qualified to perform the duties of the former position or classification by reason of disability, the employee shall be restored to a position of like seniority, status and pay or to its nearest approximation for which the employee is qualified.

- D. Vacation leave and sick leave do not accrue while an employee is on military leave four (4) consecutive workweeks (Policy & Procedures Section 301). However, time spent on military leave shall be used in determining accrual rates for leave benefit purposes as well the employee's eligibility as concerns seniority standing.

ARTICLE 30 – FUNERAL LEAVE

Section 30.1 In the event of the death of a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent of the employee or spouse, grandchild of the employee, or “foster” or “step” situations within these relationships, the employee shall be allowed a leave of absence with pay as hereinafter provided:

- A. Paid time granted by the City shall not exceed three (3) consecutive regular workdays, one day of which will be utilized to attend the funeral of the deceased.
- B. In the event of death of a brother-in-law or sister-in-law, the employee shall be granted one (1) regular workday for the purpose of attending the funeral of the deceased and may be granted up to two (2) additional consecutive workdays if necessary due to special circumstances in connection with the death.
- C. Benefits shall cover only regularly scheduled workdays of the leave of absence falling in the employee's regular workweek for which the employee would have received pay if on the active rolls of the City and working during that period.
- D. Daily benefits shall be eight (8) hours at the employee's straight time hourly rate. Employees assigned to ten (10) hour work shifts may supplement three eight (8) hour timeframes with six (6) hours of vacation or may elect to receive two ten (10) hour days of paid funeral leave benefit at the employee's straight time hourly rate in lieu of the three (3) eight hour days.
- E. Verification of death and relationship shall be made to the Employer upon request.

ARTICLE 31 – VOTING LEAVE

Section 31.1 Any employee eligible to vote in an election may be granted up to two (2) hours leave from work with pay between the hours of 7:00 a.m. and 7:00 p.m. on an election day. Voting leave shall not apply to school board or bond elections.

Section 31.2 If it is necessary for an employee to vote during working hours, he shall inform his/her supervisor, either orally or in writing, of their intentions prior to or on the day preceding the election. The supervisor in charge shall then select the hours that the employee may take to vote; the supervisor may also request or find proof that the employee voted during the employee's absence before the employee is paid for voting leave.

Section 31.3 Voting leave shall not apply to those employees whose workday begins three (3) hours or more after the opening of the polls, or which ends three (3) hours or more prior to the closing of the polls. All polls open at 7:00 a.m. and close at 7:00 p.m.

Section 31.4 A department head may alter the working hours of the employee(s) requesting voting leave on election day so as to allow the employees three (3) hours subsequent to the opening of the polls or three (3) hours prior to the closing of the polls.

Section 31.5 The department head may extend voting leave if two (2) hours of leave is not sufficient for an employee to vote and return to work. This would include those employees living such distances from the polls who may require additional time.

ARTICLE 32 – COURT AND JURY LEAVE

Section 32.1 A regular employee shall be granted leave with pay for court or jury duty to be paid at his/her base rate of pay. However, the following provisions shall apply:

- A. An employee required by the City to testify as a witness for the City or serving on jury duty shall receive his/her regular salary for such time spent in court. In all other instances, an employee may use vacation leave or be granted a leave of absence without pay for the length of such service.
- B. Any fees received for federal or state witness or jury service may be retained by the employee.
- C. An employee serving such duty shall present to his/her supervisor the original summons or subpoena from the court, and at the conclusion of the duty a signed statement from the clerk of the court showing the actual dates of attendance at court.

ARTICLE 33 – LEAVE OF ABSENCE WITHOUT PAY

Section 33.1 Authorized “Personal Leave” shall be scheduled at least 24 hours in advance and approved by the employee’s supervisor. Personal Leave shall not be considered negatively or held against the employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand Personal Leave shall be considered authorized leave without pay and shall be used only for non-illness related absences.

- A. The employee shall request approval of Personal Leave in writing to the appropriate supervisor. The request shall specify the dates and the reason for Personal Leave.
- B. All requests for Personal Leave in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave.
- C. At the expiration of an authorized Personal leave absence, the employee shall be reinstated in the position he vacated or in any other vacant position in the same class.

- D. Unauthorized absence from duty shall also be without pay. Further, upon returning from an unauthorized leave of absence or based on an employee's failure to contact their department during such a leave of absence without pay, the employee shall be subject to possible disciplinary action which may include dismissal.
- E. A leave of absence without pay for more than thirty (30) calendar days 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 thirty (30) calendar days.
- F. Any employee who shall receive payment for work performed for any employer other than the City of Tulsa while on either approved Personal Leave or unauthorized leave without pay shall be subject to immediate dismissal, except when such leave has been specifically approved for the purpose of such employment.
- G. Failure on the part of an employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

ARTICLE 34 – PAY ADMINISTRATION

Section 34.1 Effective July 1, 2003 all LT employees will be placed in either a step or in the open range of the pay chart (Appendix A) at the same pay grade and step or open range placement they had on June 30, 2003. However, this pay chart reflects a 2% reduction for range minimums, maximums, and pay steps for all employees whose annual pay rate exceeds (or all rates which exceed) \$25,000 per year (\$12.02/hr). No employee subject to this reduction shall have his/her annual rate reduced below \$25,000 per year (\$12.02/hr). Although the language in Sections 34.2 through 34.12 of this Agreement provides for pay raises, all raises, including "Performance Increases" and all "Special Increases" are discontinued for the term of this Agreement based on budgetary issues related to the City for FY-03. Furthermore, the parties understand that "Progressions" shall be subject to Mayoral freeze during the term of this agreement if determined necessary by the Mayor. The provisions of Section 34.1 shall be controlling over all pay related language and provisions of this Agreement. The parties also recognize that the Mayor has stated he will make every good faith effort possible to restore the 2.7% and 2.0% wage reductions (occurring over the last two years) to affected City employees at the earliest possible time, based on the overall financial condition of the City and per his sole discretion and authority as provided under the Charter of the City of Tulsa.

PERFORMANCE INCREASES

Section 34.2 Movement through the pay range for LT employees shall be based on whether employees are located in the steps or the open range portion of the pay range.

Section 34.3 Employees hired prior to July 1, 1998 shall be eligible for a Satisfactory Performance Increase (SPI) or Pay Increase (PI) each July 1 to the next step or into or within the open range respectively not to exceed the maximum of the range. Except for vacation leave,

absences in excess of twenty (20) consecutive working days shall not be used in computing time in grade for SPI/PI's per Article 27.10M of this agreement.

Section 34.4 After one (1) year of continuous service in steps "A" through "C" of the pay range without a break in service of one (1) or more working days and a proficient performance rating, employees shall be eligible for a one step SPI to the next step. The effective date of the increase shall be the first day of the payroll period which coincides with or follows the date the employee becomes eligible.

Section 34.5 Employees hired after July 1, 1998 will retain their date of hire for future SPI increases until they reach the "D" step. On July 1st immediately following an employee's placement onto the "D" step of the pay range, the employee will be eligible for a prorated movement into the open range. The prorated pay increase will be based on the length of time the employee has been in the "D" step and will be rounded up to the nearest yearly quarter. The prorated amounts will be based on the related applicable percentage of any pay increase negotiated by the City and the Union for employees in the open range. A chart will be provided by Human Resources to all departments each July 1st to specify these prorated increases. Once an employee has moved into the open range of the pay plan, normally his/her pay shall not move below the "D" step of the pay range or above the established range maximum.

Section 34.6 Employees in the open range of the pay chart shall be eligible for pay increases (PI's) each July 1st based upon their performance and their position in the pay range. The amount of pay increase granted shall be at least the minimum amount indicated on the Pay Increase Guideline Schedule provided by the Human Resources Department, plus any discretionary amount authorized by the department head or designee based on performance factors.

Section 34.7 When an employee becomes eligible for an SPI or a PI, he/she shall receive the indicated increase unless notified in writing by the appropriate supervisor of the reason the increase is not to be effected. If the employee feels the reason given is not just cause for denial, he/she may use the Administrative Grievance Procedure in the Human Resources Policy Manual. Employees will be denied an increase if they receive an "Inadequate" rating.

Section 34.8 A reprimand shall not, in and of itself, be sufficient cause for denial of a performance increase. An employee's overall performance shall be the criteria upon which performance is measured.

SPECIAL INCREASES

Section 34.9 As a reward for outstanding and meritorious service, a department head may grant, subject to the approval of the Mayor or designee, a "skip step" (or appropriate percentage) increase regardless of the employee's normal eligibility date for SPI or PI as provided below. To receive such an increase, the employee's job performance must be clearly and substantially superior to that of other employees in the same job classification and/or clearly superior to departmental standards. The department head or designee shall provide written support for such a request to the Human Resources Director. The final pay rate shall not exceed the maximum of the employee's pay range.

Section 34.10 LT employees in the step portion of the range may be eligible to receive a "skip step" at the discretion of the department to reward exemplary performance. A "skip step" increase

is a pay movement from one pay step to the next higher pay step that is not dependent on the employee's normal SPI date, and is based on exemplary performance. The number of "skip steps" granted shall be limited to a maximum of 10% of the total number of employees in the "A" through "C" steps or one employee per department, whichever is greater.

Section 34.11 LT employees in the open range may be eligible to receive a Special Merit Increase (SMI) ranging from 5% to 10% of base salary at the discretion of the department to reward exemplary performance. The number of Special Merit Increases granted shall be limited to a maximum of 5% of the total number of employees in the open range (plus "D" step) or one employee per department, whichever is greater. Written documentation to the Human Resources Director stating the reason for the increase shall accompany the request.

Section 34.12 No employee may receive a special increase more often than once every eighteen (18) months while in the same classification. No employee shall be eligible for such an increase until the employee has served a minimum of twelve (12) months in a classification.

PROMOTION AND PROGRESSION

Section 34.13 The pay rate upon promotion or progression shall be governed by the following provisions:

- A. Upon promotion or progression, an employee in the step portion of the pay chart shall be paid at the corresponding pay step in the higher pay grade or the step that results in a ten percent (10%) increase in base salary, whichever is less. Upon promotion, the initial pay rate for the higher position shall normally not exceed 100% of the pay range for that position. The Human Resources Department and the department head or designee will determine an appropriate hiring rate for employees in the open range that may vary from 5% to 15% above the employee's former rate of pay. The Human Resources Director or designee must approve any amount in excess of ten percent (10%). Appropriate promotional rates shall be determined by salary administration concerns including internal equity, applicant qualifications, market value of the job, and department budget constraints. For both promotion and progression, the total increase shall not exceed the maximum of the new pay range.
- B. If an employee's eligibility for an SPI or PI date falls within a probationary period following a promotion, any SPI or PI shall be deferred until the completion of probation. The increase shall be effective the pay period immediately following the completion of the probationary period and will not be retroactive. For employees on a pay step, subsequent eligibility for an SPI shall be on the employee's original (hiring) anniversary date. Employees promoting or progressing into the "D" step will follow the increase schedule outlined in Section 34.4 above. For employees in the open range, subsequent eligibility for a PI shall be on July 1st of each year.

DEMOTION

Section 34.14 The pay rate upon demotion shall be governed by the following provisions:

- A. Upon demotion due to reduction in force, employee request, or for cause, the employee shall be paid at the corresponding step in the lower pay grade, or the rate that provides a 10% decrease in pay and does not exceed the maximum of the new pay range, whichever is less.
- B. Upon demotion due to participation in the Alternate Job Placement Program (AJPP), the new pay rate shall be determined based on the pay grade of the employee's new classification. If a demotion through the AJPP is one grade level lower, the new pay rate shall be governed by section 34.14A (above). If a demotion through the AJPP is a demotion of two (2) or more pay grades, the employee's pay rate shall be reduced by 10% annually on the date of the original demotion until the employee's rate of pay reaches the maximum rate of the new pay range.
- C. When an employee is returned to his/her former classification during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to the promotion as though a promotion had not been granted. In such instances, the employee shall be eligible for any performance increase he/she normally would have received.

RECLASSIFICATION

Section 34.15

- A. The pay rate upon a reclassification which involves an upgrade shall be established at the lowest step in the new pay grade which results in no reduction in pay. Employees in the open range shall be moved to the higher pay grade at the same rate of pay or the lowest step in the new pay grade which results in no reduction in pay. Pay rate for a reclassification which involves a downgrade shall result in an employee's pay (1) being set at the lowest step in the new pay grade which results in no reduction in pay or (2) if above the new range, being frozen until the range maximum is adjusted to provide a future increase through a change in future pay schedules or promotion. Normally, reclassification shall not affect SPI or PI dates.
- B. Appendix B shall be considered effective July 1, 2003.

TRANSFER AND VOLUNTARY DEMOTION

Section 34.16

- A. When a lateral transfer (a promotional process not involving a change in grade level) is made from one classification to another, or to a lateral grade level position in a different department, the base pay of the transferred employee shall remain unchanged.
- B. If an employee's eligibility date for an SPI or PI falls within a probationary period following a voluntary demotion, lateral transfer to a different classification, or lateral transfer to the same classification in a different department, upon

completion of the probationary period the employee's SPI or PI shall be retroactive to the employee's anniversary date or to July 1.

OUT OF CLASSIFICATION AND LEAD PAY

Section 34.17 Employees required to work in a higher classification shall be governed by the following provisions:

- A. Employees shall, when temporarily assigned by their appropriate supervisor to work in a different and higher-rated job classification, be compensated for such work at the higher pay rate. The employee's pay shall be adjusted in accordance with the rules of pay involving promotion. The employee shall be paid at the higher rate for time actually worked in the higher classification. If the assignment is for less than four (4) hours duration, then no pay change shall be made. Out of classification assignment shall not be broken nor shall employees be relieved from out of classification assignment solely for the purpose of avoiding out of classification pay. Employees shall not be eligible to receive out of classification pay for more than thirty (30) consecutive workdays without the department forwarding a letter to the Human Resources Director requesting and resulting in the approval of an extension.
- B. An employee who is assigned to supervise one (1) or more other persons in positions of the same grade or non-lead positions supervising court or jail worker(s) shall be paid \$.50 per hour in addition to his/her normal rate of pay during such assignment, provided the assignment shall be for at least one full workday. The employee assigned to supervise shall be considered a "leadman" during such assignment.
- C. Provisions of this Section shall not apply to employees when selected for any in-service training programs that the City may establish that are designed to prepare employees for advancement to positions requiring higher skills and more responsible duties.
- D. It is understood that out of classification work assignments give employees improved qualifications, skills and knowledge that enhance an employee's opportunities for receiving promotions and/or enhanced performance evaluations.
 1. Distribution of out of classification assignments shall be distributed as evenly as possible among qualified employees by department, division, section, classification, and shift. However, it is understood by the parties that supervisors shall have the discretion to select a different employee for a specific assignment based on reasonable work considerations that may include specific knowledge, skills, performance, or safety concerns that support such a selection.
 2. Extremely hazardous work situations that call for special technical knowledge or hazardous environment experience may necessitate bypassing equalization procedures.

3. Management and the Union shall review the out of class equalization quarterly at the regularly scheduled Labor Management meetings as prescribed in the contract. The purpose of such reviews shall be to monitor the effectiveness of the program and to review and remedy deficiencies in the program, particularly special circumstances that may arise under section 34.17 D.2.

SHIFT DIFFERENTIAL

Section 34.18 Eligible employees assigned to evening and night shift operations shall receive a shift differential in addition to their regular pay based upon the following provisions:

- A. A shift differential of \$.40 shall be granted to employees whose assigned shift begins on or after 3:00 p.m. but prior to 8:00 p.m.
- B. A shift differential of \$.60 shall be granted to employees whose assigned shift begins on or after 8:00 p.m. but prior to 4:00 a.m.
- C. Shift differentials shall be added to or deducted from an employee's rate of pay concurrent with changes in the employee's assigned shift.
- D. Job classifications shall be excluded from shift differential pay when the hours of work have been a factor in establishing the rate of pay for the job. Additional classes may be excluded as determined by the department head and the Human Resources Director.
- E. Employees on regularly scheduled day shifts who are called back for evening or nighttime work, or daytime employees who work evening or night hours on an overtime basis, shall be ineligible for shift differential pay.
- F. Shift differential based on the employee's regular assigned shift shall be used in computing overtime pay.

MILEAGE ALLOWANCE

Section 34.19 All employees who are required to use their personal vehicles on official City business will be reimbursed based on the IRS maximum mileage reimbursement rate and in accordance with the policies and procedures approved by the Mayor for all City employees. Should, during the term of this Agreement, an additional mileage allowance be provided to other City employees, then such allowance shall also be provided to employees covered by this Agreement.

PAYMENT FOR SCHOOLS/LICENSE EXAMINATIONS

Section 34.20 Employees shall be compensated to attend schools, seminars, and/or license examinations when such attendance or licensure is required by the City in the course of the employee's regular employment. Compensation for Commercial Driver's License renewal fees shall be paid at a rate which covers the difference between a standard "Class D" license and the

appropriate higher level CDL and any endorsements required by the City of Tulsa and/or the State of Oklahoma. It is understood the City will also pay the excess costs for CDL licenses, which are higher than the employee's current job requires to encourage employee skill development and promotability.

ARTICLE 35 – WAGES

Section 35.1 Effective July 1, 2003, employees shall be placed onto the pay chart at the hourly rate in accordance with Appendix A (pay chart) attached hereto. Employees shall be eligible to receive the applicable type of increase depending on their placement in the steps or open range as outlined in Article 34 – Pay Administration. The provisions of Article 34 shall also govern the effective dates of pay increases.

Section 35.2 Employees shall receive their paychecks prior to the end of their normal work shift. Employees on evening or night shifts may pick up their checks at anytime after the department has received the checks from the Payroll Department.

Section 35.3 When a payday falls on a weekend or holiday, employees will be paid on the last normal workday prior to the weekend or holiday.

Section 35.4 Paychecks shall be distributed to employees in sealed envelopes whenever practical and possible.

Section 35.5

- A. The parties agree certain surveys to compare relative wage rates 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 such a survey prior to March 1, 2004. 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.

ARTICLE 36 – MEDICAL AND DENTAL INSURANCE

Section 36.1 Employer agrees to pay 90% of the cost for Employee's medical insurance and 100% of the cost for Employee's dental insurance.

Section 36.2 Employer agrees to pay 75% of the cost for dependent medical insurance. Employees shall pay 100% of the cost for dependent dental insurance.

Section 36.3 The percentages of single or family premium coverage specified within Sections 36.1 and 36.2 shall not apply to the alternative Plan B/Low Option Plan. Employer shall pay the same City premium contribution dollars for an employee electing the single or family Plan B/Low Option Plan as the City would provide to an employee who elects the single or family HMO medical insurance option, and an employee making election for coverage under the Plan B/Low Option Plan shall be responsible for the remainder of the premium cost for that plan. Employees shall continue paying 100% of the cost for dependent dental insurance.

Section 36.4 Employees may only change medical plans one (1) time per year at a time designated by the employer. If dependent coverage is elected, the entire family must enroll in the Plan Option elected by the employee. Part-time employees are excluded from the benefits provided within this article.

ARTICLE 37 – DEFERRED COMPENSATION

Section 37.1 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 their employment.

Section 37.2 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 37.3 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 38 – OUTSIDE EMPLOYMENT

No employee shall have outside employment that is in conflict with his/her City employment. A department head, at his/her discretion, may require employees within their department to obtain approval from him/her before accepting outside employment.

ARTICLE 39 – UNION VISITATION AND NOTIFICATION

Section 39.1 Authorized representatives of the Union shall first report to an appropriate supervisor within the department or section in which the business is to be transacted prior to entering the work area. Upon receiving authorization by the supervisor, the Union representative will be permitted to enter the premises to carry out his/her transaction in a location designated by the supervisor. Time spent in such transactions shall be kept to a minimum and shall not interfere with normal work activities of City employees.

Section 39.2 Management shall provide the Union and Employee/Labor Relations Manager with a copy of all written personnel policies or work rule changes affecting employees within any work area as soon as reasonably possible.

ARTICLE 40 – REDUCTION IN FORCE

Section 40.1 The Personnel Policies and Procedures Manual Section 129 Reduction for Economy or Abolition of Position (Layoff) and Section 509 Benefit Provisions Upon Layoff shall be used for administering the layoff process.

Section 40.2 The employer shall notify and consult with the Union prior to making final decisions involving the contracting out of City services or work that is currently performed by employees within the classifications covered by this Agreement, when such contract would result in a layoff or abolishment of positions. Such notification shall be provided in written form at the earliest practical time and prior to the development of written bid specifications. The notification shall include the department, division, and employee classification(s) that may be affected by such contracting, and the specific work and services that may be affected. Failure to provide written notice to the Union on such contracting of work or services covered by this Agreement shall be considered a violation of this Agreement.

ARTICLE 41 – PERFORMANCE EVALUATION

Section 41.1 The Employer's performance evaluation system as applied to Bargaining Unit Employees will be fair, equitable, objective and job related.

Section 41.2 The completed performance evaluation shall be placed in the Employee's personnel file after he/she has signed and received a copy of the evaluation, or after the employee's supervisor and an exempt witness sign affirming that the employee has refused to sign. While employees are required to sign the performance evaluation form, the employee's signature does not imply agreement with the contents of the evaluation, but indicates only that the employee has received a copy. Employees may include appropriate, relevant written comments concerning the evaluation. A first refusal to sign shall result in a written employee counseling. Any subsequent refusal shall result in a disciplinary action review.

Section 41.3 If Management adds comments to the evaluation after the evaluation has been signed by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by Employee.

Section 41.4 There shall be at least one (1) annual performance planning and one (1) final evaluation completed in accordance with Personnel Policies and Procedures Section 703 for each employee.

Section 41.5 Any Employee covered by this Agreement, or union representative with written signed authorization from the Employee, shall have the right to examine the contents of his/her personnel file in the respective department or Human Resources Department.

Section 41.6 Following implementation of the FY 03-04 collective bargaining agreement and prior to January 1, 2004, the parties agree to jointly review the Performance Evaluation system for the purpose of mutually identifying and determining issues or concerns with the current system evaluation system and the related effects on discretionary/merit increases.

ARTICLE 42 – RECLASSIFICATION AND PROGRESSION

Section 42.1 Reclassification shall be differentiated from promotions. For the purpose of this section, promotional processes shall be defined in Article 19 – Promotion. Reclassification shall be defined as a change in classification and/or pay grade resulting from the processes defined below. Reclassification may be approved by the Mayor only after a thorough evaluation of the position by the Human Resources Director or his/her designee. The following criteria must be met to reclassify a position:

- A. The present classification and/or pay grade does not adequately reflect the responsibilities of the position in relation to other City positions.
- B. There is another classification and/or pay grade which is more reflective of the position as evaluated from the standpoint of duties responsibilities and requirements.
- C. Those job elements which would justify a different classification and/or pay grade have come about gradually rather than through an abrupt reassignment or organizational change.
- D. Prior to the development and implementation of any new classification or classification revision which would affect employees covered under this Agreement, the City shall notify and consult with the Union as concerns the affected classification criteria.

Section 42.2 Progressions are established by the City of Tulsa for purposes of progressing employees through like job families based on the attainments of specific training, skill development and/or educational goals. Progression systems effectively create standardized reclassification procedures for certain affected jobs. Prior to the development and implementation of any new progression systems which would affect employees covered under this agreement, the City shall notify and consult with the Union as concerns the affected classification and progression criteria.

Section 42.3 The City will provide annually a list of progressions and the corresponding requirements for each progression.

Section 42.4 The parties agree to conduct a Hay Study during FY 03-04 on all LT classifications. Union participation may include four (4) committee representatives selected by the Union and whose appointment shall be subject to approval of the City.

ARTICLE 43 – FAMILY AND MEDICAL LEAVE

Section 43.1 The Union and the City recognize the necessity of ensuring compliance with the Family and Medical Leave Act of 1993. The policy guidelines provided within the Human Resources Policies and Procedures Manual shall be used for administering Family and Medical Leave.

Section 43.2 Employees wishing to exercise their rights under the Family and Medical Leave Act shall notify the Employer prior to exercising those rights whenever possible. Employees shall be required to first utilize applicable Injury Leave, Sick Leave and Vacation Leave accruals as may apply to the twelve (12) week benefit under the Federal Family and Medical Leave Act and the related Human Resources Policy and Procedure Section 316 provisions, except as amended in Article 27.12 as pertains to maternity/paternity cases. Any remaining Family and Medical Leave time frame benefits after expenditure of applicable paid leave benefits shall be administered as leave without pay.

ARTICLE 44 – DURATION OF AGREEMENT

Section 44.1 This agreement shall become effective on July 1, 2003 and shall remain in full force and effect until midnight, June 30, 2004. The parties agree that this Collective Bargaining Agreement may be extended after June 22 of each fiscal year by Memorandum of Understanding through Affirmative Action of the parties, for successive periods of one (1) year each.

Section 44.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, shall meet at reasonable times with agents of the employees' labor organization 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 employees' labor organization 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 44.3 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. If the City Council shall fail to appropriate sufficient funds to support any agreement, such agreement shall be null and void. In such event, notification requirements to initiate collective bargaining shall be waived.

Section 44.4 Once a tentative collective bargaining agreement has been reached, the employees' labor organization shall submit it to its membership for a ratification vote as soon as possible, but in

no case to exceed thirty (30) calendar days. Following ratification by the employees' labor organization, the Mayor shall consider the terms of the tentative agreement. If the Mayor approves the agreement, both he and the Union's representative(s) shall sign and the Agreement shall become binding on the City and the Union. If the Mayor should disapprove the tentative Agreement, he shall reduce his/her objections to writing, particularly stating each item which is deemed unacceptable, and the parties shall resume negotiations. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds in each fiscal year the agreement is to be effective. If the City Council shall fail to appropriate sufficient funds to support any agreement, such agreement shall be null and void.

Section 44.5 In the event that the labor organization's bargaining agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues shall be submitted to dispute resolution upon written request of either party. Within ten (10) calendar days from the date of a request for dispute resolution, the labor organization's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an impartial arbitrator. Arbitration proceedings shall then be effected per the Labor and Trades Collective Bargaining Policy within Personnel Policies and Procedures.

Section 44.6 Upon receipt of the arbitrator's recommendation, the Mayor may accept, reject or modify the arbitrator's recommendation, which shall be binding upon the employees' labor organization and the City of Tulsa, and thereafter implement his/her decision consistent with his/her authority granted by Charter.

ARTICLE 45 – EFFECT ON PRIOR AGREEMENTS

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

APPENDIX A
LABOR/TRADES PAY SCHEDULE

EFFECTIVE JULY 1, 2003

<u>Grade/Step</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>Midpoint</u>	<u>Maximum</u>
LT-12					
A	15,449.29	16,067.26	16,549.28	17,228.09	19,812.30
M	1,287.44	1,338.94	1,379.11	1,435.67	1,651.03
SEMI	643.72	669.47	689.55	717.84	825.51
H (40)	7.43	7.72	7.96	8.28	9.53
LT-13					
A	17,471.38	18,170.24	18,715.34	19,483.00	22,405.45
M	1,455.95	1,514.19	1,559.61	1,623.58	1,867.12
SEMI	727.97	757.09	779.81	811.79	933.56
H (40)	8.40	8.74	9.00	9.37	10.77
LT-14					
A	18,205.97	18,934.21	19,502.24	20,302.17	23,347.50
M	1,517.16	1,577.85	1,625.19	1,691.85	1,945.62
SEMI	758.58	788.93	812.59	845.92	972.81
H (40)	8.75	9.10	9.38	9.76	11.22
LT-15					
A	19,874.31	20,669.28	21,289.36	22,162.60	25,000.00
M	1,656.19	1,722.44	1,774.11	1,846.88	2,083.33
SEMI	828.10	861.22	887.06	923.44	1,041.67
H (40)	9.55	9.94	10.24	10.66	12.02
LT-16					
A	22,768.56	23,679.31	24,389.68	24,882.29	28,614.63
M	1,897.38	1,973.28	2,032.47	2,073.52	2,384.55
SEMI	948.69	986.64	1,016.24	1,036.76	1,192.28
H (40)	10.95	11.38	11.73	11.96	13.76
LT-17					
A	25,076.18	26,079.22	26,861.60	27,963.40	32,157.91
M	2,089.68	2,173.27	2,238.47	2,330.28	2,679.83
SEMI	1,044.84	1,086.63	1,119.23	1,165.14	1,339.91
H (40)	12.06	12.54	12.91	13.44	15.46
LT-18					
A	27,961.88	29,080.36	29,952.77	31,181.36	35,858.56
M	2,330.16	2,423.36	2,496.06	2,598.45	2,988.21
SEMI	1,165.08	1,211.68	1,248.03	1,299.22	1,494.11
H (40)	13.44	13.98	14.40	14.99	17.24
LT-19					
A	29,503.30	30,683.44	31,603.94	32,900.26	37,835.29
M	2,458.61	2,556.95	2,633.66	2,741.69	3,152.94
SEMI	1,229.30	1,278.48	1,316.83	1,370.84	1,576.47
H (40)	14.18	14.75	15.19	15.82	18.19

APPENDIX B
CLASSIFICATION LISTING
Effective July 1, 2003

<u>Classification</u>	<u>Pay Grade</u>
Airfield Maintenance Leader	LT-17
Airfield Worker I	LT-14
Airfield Worker II	LT-15
Airfield Worker III	LT-16
Airframe and Powerplant Technical Specialist	LT-19
Airports Building Engineer	LT-19
Airport Maintenance Leader I	LT-15
Airport Maintenance Leader II	LT-16
Airport Maintenance Leader III	LT-17
Airport Maintenance Worker I	LT-13
Airport Maintenance Worker II	LT-14
Animal Control Officer I	LT-15
Animal Control Officer II	LT-17
Auto Body Repairer	LT-18
Automotive Servicer	LT-14
Automotive Storekeeper	LT-16
Carpenter I	LT-16
Carpenter II	LT-18
Cemetery Leader	LT-16
Cemetery Worker I	LT-14
Cemetery Worker II	LT-15
Crew Helper	LT-13
Crew Leader I	LT-16
Crew Leader II	LT-17
Crew Leader III	LT-18
Crew Worker I	LT-14
Crew Worker II	LT-15
Custodial Worker I	LT-13
Custodial Worker II	LT-14
Electrician I	LT-18
Electrician II	LT-19
Equipment Maintenance Worker I	LT-13
Equipment Maintenance Worker II	LT-14
Equipment Operator I	LT-15
Equipment Operator II	LT-16
Equipment Operator III	LT-17
Field Engineering Inspections/Testing Coordinator	LT-17
Fire Maintenance Worker I	LT-13
Fire Maintenance Worker II	LT-14
Flowline Crew Leader II	LT-17
Flowline Crew Leader III	LT-18
Flowline Worker I	LT-14
Flowline Worker II	LT-15

Gardener I	LT-14
Gardener II	LT-15
Gardener III	LT-17
Gilcrease Maintenance Worker I	LT-13
Gilcrease Maintenance Worker II	LT-14
High Security Locksmith	LT-18
Lakes Patrol Officer	LT-16
Lakes Treatment Plant Operator	LT-18
Lead Auto Body Repairer	LT-19
Lead Treatment Plant Operator	LT-18
Maintenance Helper	LT-12
Maintenance Leader I	LT-15
Maintenance Leader III	LT-17
Maintenance Mechanic I	LT-16
Maintenance Mechanic II	LT-17
Maintenance Mechanic III	LT-18
Maintenance Worker I	LT-13
Maintenance Worker II	LT-14
Mechanic I	LT-16
Mechanic II	LT-18
Mechanic III	LT-19
Mechanical Journeyman	LT-19
Mechanical Utility Worker	LT-15
Parking Meter Repairer I	LT-14
Parking Meter Repairer II	LT-15
Parks Utility Leader	LT-17
Parks Utility Worker I	LT-14
Parks Utility Worker II	LT-15
Parts Courier	LT-13
Pavement Markings Lead	LT-17
Pavement Markings Operator	LT-16
Plant Mechanic Helper	LT-15
Plant Mechanic I	LT-17
Plant Mechanic II	LT-18
Plant Mechanic III	LT-19
Plumber	LT-19
Public Events Support Leader (PAC)	LT-16
Public Events Support Leader I (Convention Center)	LT-16
Public Events Support Leader II (Convention Center)	LT-17
Public Events Support Worker I	LT-14
Public Events Support Worker II	LT-15
Public Works Emergency Representative	LT-16
Registered Locksmith	LT-17
Senior Animal Control Investigator	LT-18
Senior Parks Utility Leader	LT-18
Senior Public Events Support Leader	LT-18
Senior Treatment Plant Operator	LT-17
Sign Fabricator I	LT-16

Sign Fabricator II	LT-17
Sludge Processing Maintenance Worker I	LT-13
Sludge Processing Maintenance Worker II	LT-14
Small Engine Mechanic	LT-18
Stationary Engineer I	LT-17
Stationary Engineer II	LT-18
Stationary Engineer III	LT-19
Stock Clerk	LT-14
Storekeeper	LT-16
Street Crew Leader I	LT-16
Street Crew Leader II	LT-17
Street Crew Leader III	LT-18
Street Crew Worker I	LT-14
Street Crew Worker II	LT-15
Surface Drainage Leader II	LT-16
Surface Drainage Leader III	LT-17
Surface Drainage Worker I	LT-14
Surface Drainage Worker II	LT-15
Traffic Control Leader	LT-17
Traffic Control Worker I	LT-14
Traffic Control Worker II	LT-15
Traffic Utility Worker I	LT-16
Traffic Utility Worker II	LT-17
Treatment Plant Operator I	LT-15
Treatment Plant Operator II	LT-16
Urban Development Leader	LT-16
Urban Development Worker I	LT-14
Urban Development Worker II	LT-15
Utility Worker I	LT-15
Utility Worker II	LT-16
Vegetation Leader II	LT-16
Vegetation Leader III	LT-17
Vegetation Worker I	LT-14
Vegetation Worker II	LT-15
Waste Collection Maintenance Worker I	LT-13
Waste Collection Maintenance Worker II	LT-14
Water Maintenance Worker I	LT-13
Water Maintenance Worker II	LT-14
Water Meter Maintenance Worker	LT-15
Water Meter Repairer I	LT-14
Water Meter Repairer II	LT-16
Water Meter Technician	LT-17
Water Service Representative I	LT-14
Water Service Representative II	LT-15
Water Supply Mechanical Maintenance Worker	LT-17
Welder	LT-17
Zoo Dietary Assistant	LT-14
Zookeeper	LT-17

APPENDIX C
UNION STEWARDS

<u>Location</u>	<u>Number of Stewards</u>
Airport	1
Equipment Management, East	1
Equipment Management, West	1
Park & Recreation, Mohawk Station & Mohawk Golf Course	1
Park & Recreation, Belcher Golf Course	1
Park & Recreation, Tulsa Zoo	1
Park & Recreation, Woodward	1
Park & Recreation, Garnett Station	1
Park & Recreation, Newblock Maintenance Hub & Gilcrease	1
Police, Animal Shelter	1
Public Works, City Hall & Convention Center	1
Public Works, Field Customer Service	1
Public Works, Lakes	1
Public Works, Raw Water Supply	1
Public Works, A.B. Jewell Treatment Plant	1
Public Works, Mohawk Treatment Plant	1
Public Works, Northside Treatment	1
Public Works, Southside Treatment	1
Public Works, Sludge Management	1
Public Works, 23rd & Jackson, Water Distribution Base, Day Shift	1
Public Works, 23rd & Jackson, Water Distribution Base, Evening Shift	1
Public Works, Storekeeping/Building Maintenance	1
Public Works, N. 93rd E. Ave., Underground Collection Base	1
Public Works, 56th & Garnett, Water Distribution Satellite	1
Public Works, Solid Waste Systems	1
Public Works, Vegetative Maintenance	1
Public Works, Street Maintenance, East Yard	1
Public Works, Street Maintenance, West Yard	1
Public Works, Traffic Engineering	1
Urban Development Department	<u>1</u>
TOTAL	<u>30</u>

APPENDIX D
WORK RULES FOR PERSONAL CONDUCT

It is the policy of the City of Tulsa to foster a mutual concern for the efficient, orderly and safe operation of all City departments. Toward that end it is desirable to have clear, well-defined rules of personal conduct which are understood and communicated between employees at all levels of the organization.

These rules of conduct are not designed to restrict employee rights, but rather to define them and thus protect the rights of all. Disciplinary action will only be taken after consideration of the offense, as well as the work history of the employee. Such action shall be for the purpose of helping the employee to correct mistakes rather than to merely punish. The application of discipline shall be of appropriate severity for the offense committed and as consistent as possible among all departments of the City.

It is not the intent that the work rules listed below be inclusive, but are stated as guidelines for personal conduct. Commission of, or being a party to, any of the following acts, or other acts contrary to good order, will be grounds for disciplinary action. Such action may include a written reprimand, suspension, demotion or discharge.

RULES

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

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

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

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

APPENDIX E
JOB CLASSIFICATIONS TO BE INCLUDED ON THE
ENTRY LEVEL APPLICANT LIST

Airfield Worker I
Airport Maintenance Worker I
Automotive Servicer
Cemetery Worker I
Crew Helper
Crew Worker I
Custodial Worker I
Equipment Maintenance Worker I
Fire Maintenance Worker I
Flowline Worker I
Gardener I
Grease Maintenance Worker I
Maintenance Helper
Maintenance Worker I
Parking Meter Repairer I
Parks Utility Worker I
Parts Courier
Public Events Support Worker I
Sludge Processing Maintenance Worker I
Stock Clerk
Street Crew Worker I
Surface Drainage Worker I
Traffic Control Worker I
Treatment Plant Operator I
Urban Development Worker I
Vegetation Worker I
Waste Collection Maintenance Worker I
Water Maintenance Worker I
Water Meter Repairer I
Water Service Representative I
Zoo Dietary Assistant

APPENDIX F **DEFINITIONS**

Supervisor or Immediate Supervisor – Any full-time 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.

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.

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 fixed increase in pay involving movement from one pay step to the next pay step and requiring at least a proficient performance rating. Individuals rated inadequate are ineligible for an SPI.

Pay Increase (PI) – A variable increase in pay involving open range pay movements and based on both position in range and specifically tied to individual performance.

Special Merit Increase (SMI) – A variable special pay increase for open range employees based on exemplary performance and equity issues as determined by supervision.

Skip-Step Increase – A pay movement from one pay step to the next higher pay step that is not dependent on the employee's normal SPI date and is based on exemplary performance. Example: movement from the "A" step to the "C" step on the SPI date.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this _____ day of _____, 2004.

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

By: _____
President

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee:

Mark Stodghill
James Best
Roland Bruner
Ron Blackwell
Patrick Mitchell
Ernie Sartor
Bo Handy
Barry Cosby
Jack Davidson

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Approved: _____
City Attorney

Bargaining Committee:

Michael Bates
Clay Bird
Marty Johnson
Joyce Powell
Erica Felix-Warwick
Keith Eldridge
Dick McKenzie
Lucy Dolman