

AGREEMENT BETWEEN THE

CITY OF TULSA

AND THE

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

July 1, 2009 - June 30, 2010

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE 1

ARTICLE 2 – RECOGNITION 1

ARTICLE 3 – MANAGEMENT RIGHTS 1

ARTICLE 4 – DUES DEDUCTION 3

ARTICLE 5 – NONDISCRIMINATION..... 3

ARTICLE 6 – STRIKES AND LOCKOUTS 4

ARTICLE 7 – HOURS OF WORK..... 4

ARTICLE 8 – OVERTIME 7

ARTICLE 9 – CALL-IN AND STAND-BY 8

ARTICLE 10 – REST PERIODS 9

ARTICLE 11 – TRAINING 10

ARTICLE 12 – PAY ADMINISTRATION 10

PROMOTION 10

DEMOTION..... 10

RECLASSIFICATION 11

SHIFT DIFFERENTIAL..... 11

ARTICLE 13 – DEFERRED COMPENSATION..... 12

ARTICLE 14 – PAYMENT OF BACK CLAIMS 12

ARTICLE 15 – MEDICAL AND DENTAL INSURANCE 13

ARTICLE 16 – BULLETIN BOARDS 13

ARTICLE 17 – UNION STEWARDS AND GRIEVANCE COMMITTEE..... 13

ARTICLE 18 – GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE 14

ARTICLE 19 – CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL
APPEALS..... 16

ARTICLE 20 – EFFECT ON PRIOR AGREEMENTS..... 18

ARTICLE 21 – RETIREMENT 18

ARTICLE 22 – DISCIPLINE..... 19

ARTICLE 23 – UNION BUSINESS..... 21

ARTICLE 24 – PSC FUNCTIONS AND PROGRESSION 24

ARTICLE 25 – LABOR-MANAGEMENT RELATIONS..... 24

ARTICLE 26 – UNION VISITATION & NOTIFICATION..... 24

ARTICLE 27 – EMPLOYEE SUGGESTION PROGRAM (\$FYI) 25

ARTICLE 28 – PERFORMANCE EVALUATION 25

ARTICLE 29 – RECLASSIFICATION AND PROGRESSION 26

ARTICLE 30 – HOLIDAYS 27

ARTICLE 31 – VACATIONS..... 29

ARTICLE 32 – SICK LEAVE 30

ARTICLE 33 – LEAVE OF ABSENCE WITHOUT PAY..... 33

ARTICLE 34 – SEMI-ANNUAL BID PROCEDURES 34

ARTICLE 35 – ELECTIVE LEAVE 35

ARTICLE 36 – FUNERAL LEAVE 36

ARTICLE 37 – COURT LEAVE..... 36

ARTICLE 38 – COMPENSATORY AND ALTERNATIVE HOLIDAY LEAVE 37

ARTICLE 39 – INJURY, VOTING, AND MILITARY LEAVE..... 37

ARTICLE 40 – EXCHANGE OF DUTY 38
ARTICLE 41 – STAFFING AND REDUCTION IN FORCE..... 38
ARTICLE 42 – SAVINGS CLAUSE..... 39
ARTICLE 43 – DURATION OF AGREEMENT 39
ARTICLE 44 – HEALTH AND SAFETY..... 42
APPENDIX A-1 EMERGENCY COMMUNICATIONS (EC) PAY SCHEDULE..... 45
APPENDIX B – WORK RULES FOR PERSONAL CONDUCT 46
APPENDIX C – DEFINITIONS 50
APPENDIX D - 10 HOUR SHIFT PILOT PROGRAM..... 51

ARTICLE 1 – PREAMBLE

Section 1.1 This Agreement, entered into by and between the City of Tulsa, Oklahoma, a municipal corporation hereinafter referred to as “City” or “Employer,” and Local No. 1180, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union,” has as its purposes the promotion of harmonious relations between the Employer and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences; to insure the well-being of employees and the efficient and economical operation of the department in which they are employed; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 – RECOGNITION

Section 2.1 Employer recognizes Union as the exclusive bargaining agent for all permanent non-probationary Emergency Communications (EC) Employees (“Employee(s)” or “bargaining unit members”) in pay grades EC-00 through EC-04.

Section 2.2 For the purpose of this Agreement, a probationary EC Employee shall be defined as an Employee who has served less than one (1) year from the original appointment date or the most recent rehire date as an EC Employee. Probationary Employees shall be covered under the terms and conditions of employment set forth in this Agreement, except that probationary Employees shall have no right of appeal, due process, or property rights in their positions until after completing the probationary periods as specified by the Civil Service Commission.

Section 2.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders. Reference to AFSCME Local 1180 shall mean the composite AFSCME Union. Whereas, the term “Union” will specifically refer to the Emergency Communications bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1 Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with all applicable laws and with its responsibilities; Employer retains all other rights in accordance with the Constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Tulsa and the ordinances and regulations promulgated thereunder, and the City’s Personnel Policies and Procedures Manual, and the powers of authority which Employer has not officially abridged, delegated, granted or modified by the Agreement are retained by Employer; and all rights, powers, and authority Employer had prior to the signing of this Agreement are retained by Employer and remain exclusively without limitation within the rights of Employer. Such rights include, but are not limited to, the rights outlined below.

- (1) To direct the work of municipal employees to include:
 - (a) determining City policy, mission and operations, including the rights to manage the affairs of the City in all aspects;
 - (b) assigning and determining working hours, including overtime, and to allocating and assigning work or duties to employees of the City;
 - (c) managing and directing the employees of the City of Tulsa, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer, furlough, or lay off, or to discharge, suspend, demote or discipline any City employee, whether probationary or non-probationary;
 - (d) determining the table of organization of the City of Tulsa, including the right to organize and reorganize, to determine job classifications and ranks, to determine the number of employees to be employed, to determine staffing of shifts and departments, and to determine the standards of performance of employees;
 - (e) determining the safety, health and property protection measures for the City of Tulsa;
 - (f) establishing, modifying and enforcing rules, regulations, policies, procedures, directives and orders;
 - (g) determining the methods, means, tools, procedures, location and personnel by which the operations of the various departments of the City are to be conducted, including the right to contract existing and future work;
 - (h) introducing new, improved, or different methods and techniques of operation for the various departments, or change or eliminate existing methods and techniques;
 - (i) maintaining the efficiency of operation of the City of Tulsa;
 - (j) determining the amount of supervision necessary; and,
 - (k) determining and controlling City budgets.
- (2) To determine the qualifications for employment and the nature and content of personal examinations; and,
- (3) To take actions as may be necessary to carry out the City's mission in emergencies.

Section 3.2 It is also understood and agreed that in the event the Employer should waive, knowingly or otherwise, any right it may have, when the Employer believes it is in the best interest of the Employee and Employer, the waiver of such right shall establish no precedent and

such right shall establish no precedent and such right shall not be reduced, diminished, or lost in any other event or action, past, present, or future.

ARTICLE 4 – DUES DEDUCTION

Section 4.1 Employees may authorize payroll deductions for the purpose of paying Union dues and the Employee agrees to make payroll deductions in the amount certified by Local No. 1180. No authorization shall be allowed for payment of initiation fees, assessments, or fines. The dues deduction form shall be approved by the City, provided by and copied by the Union with the Employee retaining one copy and the City receiving one copy at the Finance Department Payroll Office. Employees who move to positions outside of this Bargaining Unit shall notify their payroll clerk in writing of such move. Upon receipt of written notification, the City shall cease such deductions.

Section 4.2 If the Union elects to establish payroll deductions for the purpose of dues payment, it will so notify the City as to the amount requested. The City agrees that deduction of Union dues for the prescribed period of time shall be authorized by the Employee's signature on the Union Authorization Card.

Section 4.3 Payroll deductions for Union membership shall be for the one year period defined above and shall automatically be renewed for successive similar periods unless revoked by proper signatures of a form provided by Local 1180. One-half of the monthly dues deduction shall be made from each paycheck and the dues received will normally be delivered to the Treasurer of Local No. 1180 not later than ten (10) days after the deduction. The payroll deduction shall be revocable by Employee notifying the City in writing. The Union shall be notified of any revocation and receive a monthly dues deduction exception report.

Section 4.4 Prior to changing the requested amount of dues check-off the Union shall notify the City of such change in writing thirty (30) days in advance and in accordance with Section 4.2 above. Union shall indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against Employer on account of payroll deduction of Union dues.

ARTICLE 5 – NONDISCRIMINATION

Section 5.1 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.

Section 5.2 An Employee shall not be discriminated against because of his/her status of Union membership or non-membership or for exercising any rights under this Agreement. This shall include, but not be exclusive of, filing of grievances or participating in investigations, organizing, negotiating, or otherwise supporting the Union.

Section 5.3 Employer and the Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to insure equal employment opportunity. The parties agree that AFSCME Local 1180 shall have one representative on the City's Affirmative Action/Equal Employment Opportunity Committee that is established to review the employment practices of the City and, if deficiencies are found, to recommend and support the implementation of appropriate corrective actions related to those deficiencies.

Section 5.4 All grievances regarding discrimination under this Article shall be filed under the rules outlined in Section 104 of the Personnel Policies and Procedures Manual.

Section 5.5 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 class discrimination, shall be administered through Article 18 processes within this Agreement.

ARTICLE 6 – STRIKES AND LOCKOUTS

Section 6.1 No strikes of any kind shall be caused or sanctioned by the Union or Employees. The Union or Employees shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the City's function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage. Violation of this paragraph shall be grounds for disciplinary action, including discharge for all such Employees involved. A permanent Employee who believes that such discipline or discharge by the City was not justified shall have recourse through the Grievance Procedure.

Section 6.2 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 6.3 The City agrees that no lockout of Employees shall be instituted.

ARTICLE 7 – HOURS OF WORK

Section 7.1 The normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours, exclusive of lunch periods as assigned by the department head or designee. At the Airport only, a workday may consist of sixteen (16) consecutive hours for relief shifts or personnel. The normal workweek shall consist of seven (7) consecutive 24-hour periods commencing at 10:31 p.m. each Saturday and ending at 10:30 p.m. Saturday seven (7) calendar days later. The regular weekly

work schedule shall normally consist of either five (5) consecutive workdays of eight (8) consecutive hours each or four (4) consecutive workdays of ten (10) consecutive hours each. The regular work schedule for twelve (12) hour shifts shall be determined by management to meet the needs of the Department. It is understood Employees shall be compensated for only those hours actually worked and overtime shall be provided for those hours worked in excess of forty (40) hours per workweek except as provided in City leave policies within Personnel Policies and Procedures and/or this Agreement.

Section 7.2 Supervision may, at their discretion, establish hours and tours of duty for the department, for specified units, or for individual Employees as may be necessary to provide adequate service. In the interest of equity and uniformity, however, such hours shall conform to the following provisions:

- A. The standard hours that are established for full-time Employees shall total forty (40) hours a workweek. All time worked shall be rounded to the nearest quarter (1/4) hour.
- B. An Employee's days off shall always be consecutive unless agreed upon by the Employee and management.
- C. Lunch periods may be established as one-half (1/2) or one (1) hour, but not otherwise; provided that in the case of Employees who 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. Lunch time, if established, shall be deducted from the workday in establishing the total compensated hours worked.
- D. If an Employee arrives within seven (7) minutes of the start of the shift, his/her pay will not be docked. Employees consistently late, even if within the seven (7) minute period, shall be subject to disciplinary action.
- E. Employees shall not be allowed to start their shift or clock in earlier than seven (7) minutes prior to start of shift unless specifically authorized to do so by their supervisor.

Section 7.3 Prior to a permanent change of an Employee's normal work shift, reporting location or days to be worked within the workweek, the Employee shall be given at least seven (7) calendar days' notice of such change. An Employee may request and may begin the new work schedule prior to the expiration of the seven (7) day notification period with approval of supervision. In the event of an emergency situation which necessitates the change of an Employee's shift or days worked whereby it is impossible to provide the required notice, the Employee shall be notified of such change at the earliest possible time. The purpose of avoiding overtime payments shall not be construed to be an emergency situation under the provisions of this Section.

Section 7.4 An Employee required to work two (2) consecutive, eight (8) hour shifts by reason of annual shift change only, shall be placed on paid administrative leave for the last four (4) hours of the second shift.

Section 7.5 Any Employee required to work in excess of seven (7) consecutive days by reason of annual shift change shall receive one (1) paid administrative leave day to be scheduled by the appropriate supervisor and taken between the date of the shift change and the Employee's next scheduled day off. A paid administrative leave day cannot be taken thereafter and cannot be accrued for any purpose.

Section 7.6 Except where impractical due to skill levels of Employees or where special working conditions exist which would preclude certain Employees from working specific shifts, shift assignment at the 911 Center shall be made on the basis of both seniority and skill level. PSC Employees will be given one opportunity to bid on shift assignment during the 2009-2010 fiscal year as outlined in subsection 7.6 A below, unless PSC management enacts an alternate scheduling method prior to September 1st in which case subsection 7.6B below would be followed instead of subsection 7.6A.

- A. Between September 16th and September 30th, PSC Employees, through a bid board process, shall be given the opportunity to notify management of their desired work shift for the period of the second Sunday in January through the Saturday immediately preceding the second Sunday in January of the following year. Two (2) PSC union stewards shall have input in the implementation and arrangement of the bid board shift assignments.
- B. If PSC management elects to utilize an alternate scheduling method that results in the elimination of the annual shift bid, management will notify and meet with Union representatives prior to enacting such changes. Changes, if any, will include providing Employees the opportunity to request to move to a preferred schedule prior to the schedule being offered to a new hire employee. Employee's performance and experience in the various PSC functions will be factors for consideration when determining an Employee's request.

Section 7.7 Continuing education training required to maintain CALEA certification for PSC Employees shall be conducted during the pre-shift briefing (squad meeting) time or during paid work hours.

Section 7.8 Except where impractical due to skill levels of Employees or where special working conditions exist which would preclude certain Employees from working specific shifts, shift assignment at the Airport shall be made on the basis of classification seniority. Airport Employees will be given two opportunities to bid on shift assignment during the fiscal year.

- A. Between November 1st and November 15th, Employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period January 1st through June 30th. Employees, in order of classification seniority, shall designate their desired shift by placing their name on the posted shift schedule within two work shifts after the Employee with next most classification seniority makes his/her election. An Employee who fails to make such a designation within two work shifts shall be deemed to have forfeited his opportunity to bid and the next Employee according to classification seniority will

be allowed to bid. The Employee who forfeited his opportunity will be allowed to place his name for a desired shift on the posted shift schedule at any time but not based on classification seniority. If the Employee(s) fails to place his/her bid(s), shifts will be assigned by supervision.

- B. Between May 1st and May 15th, Employees shall be given the opportunity to notify their supervisor in writing of their desired work shift for the period July 1st through December 31st using the procedures described in Section 7.9 A.
- C. Vacation bidding for shift Employees assigned at the Airport will be consistent with the practice at the Airport.

ARTICLE 8 – OVERTIME

Section 8.1 Employees shall normally be compensated for overtime at one and one-half times (1-1/2) the regular rate (“adjusted overtime rate”) for all hours worked in excess of forty (40) hours in one work week except as provided in Section 8.8. Only vacation, holiday, and injury leave shall count as hours worked for computing overtime pay.

Section 8.2 For PSC Employees, overtime will normally be assigned in increments of three and one-half (3-1/2) hours immediately prior to or four (4) hours immediately following, an Employee’s regular eight (8) hour shift. All time worked shall be rounded to the nearest quarter (1/4) hour. Employees will not be required to work more than twelve (12) consecutive hours.

Section 8.3 Upon request by an Employee’s supervisor or other representative of departmental management, Employees shall be required to work overtime assignments. However, departmental supervisors may excuse an Employee from working the overtime assignment if the Employee presents a valid reason for not working that is acceptable to management. Reasons for not working immediately following an Employee’s regular shift must be presented to the on-duty supervisor during the first two (2) hours of the Employee’s regular shift, if practical. Employees excused from working the overtime assignment shall remain at the top of the mandatory overtime list.

Section 8.4 Every reasonable effort will be made by on-duty supervisors to fill overtime assignments with volunteers prior to implementing mandatory overtime. Normally, each Employee shall be assigned two (2) days per week when they may be assigned mandatory overtime. Shift supervisors shall maintain a list containing the names of each person who may be assigned mandatory overtime for a particular shift. The Employee at the top of the mandatory overtime list will be assigned the overtime if no other Employee volunteers unless circumstances keep the Employee at the top of the list from fulfilling the staffing needs. Scheduled training and other Employee’s schedule preferences are not sufficient reason to skip the Employee at the top of the list. When an Employee works overtime, his/her name shall immediately be crossed off the top of the mandatory overtime list and placed at the bottom of the list along with the date that he/she worked. At annual shift change, the mandatory overtime list expires and a new list shall be created. The order in which Employees are initially placed on the new list shall be based on reverse work unit seniority. At the Airport, management may use ASO employees as volunteers to work for Airport Dispatchers.

Section 8.5 Management will make every reasonable effort to give Employees two (2) hours notice of overtime assignments which begin prior to or following the Employee's regular shift. However, Employees calling in sick, having a personal emergency situation, or any other unusual circumstance less than two (2) hours prior to shift change may cause last-minute overtime or "no show-no go" assignments. A no show-no go is defined as an assignment given to an Employee not on the mandatory overtime list that day, who is subject to having his/her work hours extended due to management's determination of staffing needs. When an emergency exists, the above notification requirements shall not apply and any Employee may be forced or called in to work. Emergency shall be defined to include the following: the Mayor of the City of Tulsa declares a state of emergency; or the Emergency Operations Center is activated; or the Tulsa Police Department declares an organizational shift or higher mobilization; or the Tulsa County Sheriff's Office declares a similar mobilization; or the Tulsa Fire Department declares a second alarm emergency or higher; or either the Police or Fire Department cancels their Employees' leaves.

Section 8.6 The Senior Airport Safety Officers, or his/her designee, shall be responsible for assigning overtime to Airport Dispatchers. Overtime should normally be distributed evenly and Airport Dispatchers shall be given first choice of any overtime assignment(s) available. ASO's may be assigned to work for Airport Dispatchers

Section 8.7 Sliding shall apply to PSC Employees only. Sliding shall be defined as a situation in which an Employee who has worked an overtime assignment prior to the start of his/her regular shift and is approved by supervision to be relieved from duty after working their normal scheduled number of hours. Sliding may occur based on an Employee's request, and will only be granted by supervision if staffing allows relief without a detrimental effect on operations. If an Employee is allowed to slide, he/she will not be eligible for overtime or compensatory leave and the Employee's name will be returned to its original position on the mandatory (forced) list. If allowing an Employee to slide creates another overtime assignment on that shift, the Employee will not be allowed to slide. Use of sliding shall not be considered an emergency elective leave request as described in Section 35.5.

Section 8.8 For purposes of Employee safety and work effectiveness, supervisors and Employees are responsible to ensure that Employees shall not work in excess of sixteen (16) hours within any twenty-four (24) hour period. Supervisors shall not schedule or allow Employees to work more than sixteen (16) hours in a twenty-four (24) hour period and Employees shall advise Supervisors when they are working more than twelve (12) consecutive hours. Employees shall normally be limited to sixty (60) hours of work per week, unless management approves any additional hours due to an operational necessity. Supervisors shall make a good faith effort to provide Employees with at least an eight (8) hour continuous break in any twenty-four (24) hour period.

ARTICLE 9 – CALL-IN AND STAND-BY

Section 9.1 An "On-Call" Employee is defined as an employee who is subject to call-in, but is free to leave town or not be available to report on a consistent basis or within a reasonable short timeframe. On-Call status shall not require additional compensation. An Employee who has

been relieved from duty and has left the premises of his/her work location and is subsequently recalled to duty to perform work which is not continuous with the Employee's next regular work period shall be compensated for a minimum of two (2) hours overtime pay at the adjusted overtime rate. The minimum two (2) hours overtime compensation standard shall apply to both regular call-in and stand-by call-in, except that on an Employee's holiday, a minimum of four (4) hours overtime compensation shall apply. For the purposes of this Article only, Holiday shall mean the actual Holiday and/or the day on which the Employee is to observe the holiday.

Section 9.2 All Employees scheduled for stand-by assignment for prior to their regularly scheduled shift shall be provided with a pager, upon request, for the course of said assignment. An Employee may also be notified of an overtime assignment via his/her home or cellular phone at the Employee's request. An Employee who is required to be on stand-by away from the work location during non-work hours for possible overtime work shall be compensated at the rate of \$1.25 per hour. Stand-by pay shall be reduced by the amount of hours actually worked and/or compensated during such stand-by period. All time worked during stand-by period shall be compensated at the adjusted overtime rate of the Employee. Such hours spent on stand-by away from the work location shall not count as time worked for computing total hours worked in any one (1) day or any one (1) workweek.

Section 9.3 Employees may be excused from overtime assignments while on stand-by due to extenuating or personal emergency circumstances. Excusing an Employee from an overtime assignment during stand-by hours shall be solely at the Shift Supervisor's discretion. Supervisors shall use sound management practices when determining if an Employee should be excused from the assignment. Employees shall be required to submit to management proof and/or documentation of the reason for not being available for the overtime assignment upon request.

Section 9.4 Employees shall be allotted a reasonable amount of time to report for work after a call-in or stand-by contact from their work unit. Circumstances such as weather or other unusual situations or Employee personal emergencies shall be a factor in determining a reasonable amount of time to report to work. Normally, a reasonable amount of time shall be accepted as one (1) hour and thirty (30) minutes from the time of personal contact.

ARTICLE 10 – REST PERIODS

Section 10.1 Employees shall be given a thirty (30) minute lunch period for each regular eight (8) hour shift worked. Rest periods shall be at a shift or team supervisor's discretion. Maximum time for any single break is 15 minutes.

Section 10.2 The Employer shall maintain a lunch period schedule for each shift. Lunch period times shall be determined by the shift supervisor and shall normally occur within two (2) hours of the midpoint of the Employee's operational work shift. Employees shall sign up for a lunch period in accordance with their work area or skill level on a first come first served basis each day.

Section 10.3 Rest periods shall not be contiguous to the lunch period or the beginning or end of the Employee's shift. Lunch periods shall not be granted at the beginning of the workday or immediately prior to the end of the workday.

ARTICLE 11 – TRAINING

During Fiscal Year 09/10, the parties agree to form a joint study committee to review the Public Safety Communications Training Functions and procedures to provide recommendations, and/or form possible agreements for improvements to these processes. The parties further agree that this review shall include looking at initiatives to more effectively incorporate new Employees into the organization both in terms of initial training through the academy process, and also through floor training and entering the operations area. The Union shall select no more than three (3) individuals to serve on this committee.

ARTICLE 12 – PAY ADMINISTRATION

Section 12.1 Effective July 1, 2009, the pay chart shown as Appendix A shall become effective for Fiscal Year 2009-2010. Employees shall be placed within the Appendix A pay chart within the same pay grade that he/she had on June 30, 2009.

Section 12.2 If an Employee is to change positions and/or grade levels effective July 1, 2009, such changes shall be effected after the Employee's placement on the pay schedule as described above. An Employee may not exceed the highest step within his/her pay grade.

Section 12.3 Employees shall be eligible for a satisfactory performance increase ("SPI") step increase after completion of one year within any particular step and based on at least a proficient performance rating, effective January 1 following completion of one year of employment. Funding and implementation of future SPI step increases, if any, shall be determined through negotiation and budgetary process and shall be effective in January of each year. For Fiscal Year 2009-2010 no funds have been appropriated for SPI step increases.

PROMOTION

Section 12.4 Upon promotion, an Employee shall normally be paid at the lowest pay step in the higher pay grade that results in a minimum ten percent (10%) increase in base salary, not to exceed the top step of the range.

DEMOTION

Section 12.5 The pay rate upon demotion shall be governed by the following provisions:

- A. Upon demotion due to reduction in force, Employee request, or for cause, the Employee shall be paid at the highest step in the lower pay grade that provides a minimum 10% decrease in pay and does not exceed the top step of the new pay range.

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

RECLASSIFICATION

Section 12.6

- A. The pay rate upon a reclassification (as defined in Section 29.1) which involves an upgrade shall be established at the lowest step in the new pay grade which results in no reduction in pay. Pay rate for a reclassification which involves a downgrade shall result in an Employee's pay (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.

SHIFT DIFFERENTIAL

Section 12.7 Employees assigned to evening and night shift operations will receive a shift differential in addition to their regular pay based upon the following provisions:

- A. A shift differential of \$.40 shall be granted to Employees whose assigned shift begins on or after 2:30 p.m. but prior to 8:00 p.m.
- B. A shift differential of \$.60 shall be granted to Employees whose assigned shift begins on or after 8:00 p.m. but prior to 4:00 a.m.
- C. Shift differentials shall be added to or deducted from an Employee's rate of pay concurrent with changes in the Employee's assigned shift which exceed thirty (30) days duration.
- D. 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 the adjusted overtime rate and shall apply to all approved paid leaves. It shall not apply to any payout of accrued sick leave or vacation leave at termination of employment.

Section 12.8 Approved PSC and Airport Employees who are assigned to and actually do train other employees shall receive an additional ten (10) percent of their base pay for all hours actually spent conducting training.

- A. To be eligible for approval as a trainer, an employee must successfully complete the PSC trainer orientation program.
- B. To receive trainer pay, approved PSC Employees must submit daily written training documentation meeting specifications set by the PSC management.
- C. Trainer pay is subject to approval by PSC management.
- D. PSC has the discretion to determine the number of employees who can be trainers.
- E. For Airport Employees, an Employee must be approved for training by management, and submit any documentation required by management.

ARTICLE 13 – DEFERRED COMPENSATION

Section 13.1 The City and the Union mutually desire that Employees take part in savings opportunities allowed under the IRS 457 Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an Employee's financial preparation for retirement, and are especially valuable if an Employee participates from the earliest date possible during his/her employment.

Section 13.2 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 13.3 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 14 – PAYMENT OF BACK CLAIMS

Section 14.1 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 Grievance and Arbitration Procedures.

Section 14.2 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 overtime pay for potential unscheduled overtime work. Said claims for back pay or wages shall be reduced by monies received from the State Employment Service, Workers Compensation, or other employment compensation received by the Employee or Employees or which would have been received upon proper application for such compensation.

Section 14.3 All back wage and benefit claims against an Employee shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years unless there is a finding of criminal wrongdoing or fraud. All back wage and benefit claims against the City shall be limited to only those monies and/or benefits identified in a finding which were lost during the previous three (3) years.

ARTICLE 15 – MEDICAL AND DENTAL INSURANCE

Section 15.1 Employer agrees to pay 90% of the cost for Employee’s medical insurance and 100% of the cost for Employee’s dental insurance.

Section 15.2 Employer agrees to pay 75% of the cost for base medical insurance for dependents. Employees shall pay 100% of the cost for dependent dental insurance.

Section 15.3 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 16 – BULLETIN BOARDS

Section 16.1 Employer agrees to allow the Union a bulletin board at the 911 Center and in the Airport Dispatch Center at locations agreed to by management and the Union.

Section 16.2 The bulletin board shall be used for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, Union recruitment, education, recreational, and social affairs, and such other matters as may be agreed upon by Union and Employer.

Section 16.3 It is understood that material of a political, controversial, or inflammatory nature shall not be posted. The Director or designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article.

Section 16.4 It shall be the responsibility of the Union to maintain the bulletin board, to insure prompt removal of outdated materials, and further insure that the posting of such material is limited only to display on the bulletin board provided in Section 16.1 above.

ARTICLE 17 – UNION STEWARDS AND GRIEVANCE COMMITTEE

Section 17.1 Employees within the bargaining unit shall be represented by three Stewards who shall also serve as the Union grievance committee. All three Stewards shall be selected from different work shifts, and one of the Stewards shall be designated as the Chief Steward. 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. Union Stewards shall be elected in accordance with the bylaws of Local 1180.

Section 17.2 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 his/her 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, or four (4) hours per week for the Chief Steward. No more than one Steward shall attend any grievance hearing, and all time utilized by Stewards during work hours shall be based on pre-approval from supervision to ensure adequate staffing levels are maintained. Any Employee who requests to discuss a grievance matter with a Steward during working hours shall first request and receive the authorization of his/her immediate supervisor.

Section 17.3 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 17.4 Stewards requesting leave for official Union business shall submit to the on-duty supervisor a leave request at least twenty-four (24) hours in advance, if practical. Requests may be denied if the leave would unduly disrupt operations.

Section 17.5 Stewards will be provided with access to City email.

ARTICLE 18 – GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

Section 18.1 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 with the exception that probationary Employees shall have no right to grieve disciplinary issues under this Article. 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 dismissal appeals which are determined by the Employee and/or Union as issues to be processed under Article 19 Civil Service disciplinary appeals (rather than through arbitration processes); or (B) grievances involving promotional matters which shall only be processed per Article 19 provisions.

Section 18.2 Normally, except and unless specifically provided differently within particular Sections of Article 18 or Article 19, 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 18.3 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 18.4 Normally all grievances, other than as set forth in Sections 18.1 and 18.3, shall be processed in accordance with the following steps:

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

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

Step 3 Within ten (10) working days after receipt of the grievance, the Human Resources Director or his/her designee and the supervisory representative of the department in which the grievance was initiated shall meet with designated representatives of the Grievance Committee of the Local Union (per Section 17.1) 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 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 AFSCME Local No. 1180, the grieved Employee, and up to two (2) material witnesses requested by the Union may be present at such arbitration hearing without loss of regular pay for time spent in arbitration if the hearing is scheduled during the Employee's normal work period. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the Arbitrator. The Arbitrator shall have thirty (30) 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 Arbitrator 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 18.5 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 Union fails to follow specified grievance filing time constraints, the Union and or grievant forfeits grievance rights. If the City fails to respond within specified time constraints, the lack of response shall be considered a denial of the grievance at that particular step.

ARTICLE 19 – CIVIL SERVICE COMMISSION DISCIPLINARY AND PROMOTIONAL APPEALS

Section 19.1 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 Human Resources Director or designee or Personnel Director as set forth in the City Charter. An Employee's written grievance or any appeal request notice shall include an Employee's specific objection(s) to the original action.

Section 19.2 Discipline involving only suspensions, demotions and dismissals may be appealed to the Civil Service Commission and shall be made solely for good and sufficient cause. Non-probationary Employees shall be afforded an opportunity to hear and discuss charges and evidence prior to any such disciplinary actions. Non-probationary Employees who are suspended, demoted or dismissed shall be provided written notice of the disciplinary action as provided in Article 22. A copy of the notice shall also be filed concurrently with the Human Resources Department.

Section 19.3 A non-probationary Employee may file a written request for a Civil Service Commission hearing of any suspension, demotion or dismissal with the Personnel Director or designee 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 18 grievance process. A Civil Service Commission appeal shall be considered a waiver of any rights for an Article 18 arbitration appeal. An Article 18 arbitration appeal shall be considered a waiver of any rights for a Civil Service Commission appeal.

Section 19.4 If a non-probationary Employee files a written request for a Civil Service Commission hearing of discipline as set forth in 19.3 above, the Civil Service Commission hearing shall be held within the time frame established and/or set forth based upon the City Charter, (currently sixty (60) days) after the filing of the initial Employee request with the Personnel Director or designee. The Human Resources Director or designee shall investigate, review, and/or hold a preliminary hearing to determine whether to modify the department's action. A written statement of the Human Resources Director or designee's recommendation shall be provided to the Employee and to the Civil Service Commission at least five (5) working days prior to the Civil Service Commission hearing. The non-probationary Employee may accept the recommendation or continue his/her appeal to the Civil Service Commission.

Section 19.5 If a non-probationary Employee appears as a grievant or any Employee appears as a witness at a Civil Service meeting, he/she shall be allowed to appear on City time at no loss of pay as long as his/her attendance is required. Only three (3) material witnesses (including the grievant) may appear at the hearing unless the Civil Service Commission provides advance approval of more than three (3) material witnesses. 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, he/she shall also submit a witness list to the designated hearing officer and to his/her department Section Head. An Employee who is required to attend a Civil Service Commission meeting during paid work hours as a witness must have knowledge and be involved with testimony relevant to the case at point.

Section 19.6 The burden of proof shall be upon the disciplinary authority from whose action the appeal is taken. No disciplinary action shall be affirmed by the Civil Service Commission unless sustained by a preponderance of the evidence.

Section 19.7 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 Personnel Director or designee 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 Personnel Director or designee 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 Personnel Director or designee shall submit to the Union and the Employee the City's written 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 Personnel Director or designee, 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 Personnel Director or designee 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 19.8 The Civil Service Commission hearing may result in approval, denial or modification of the department's action and/or the Human Resources Director or designee's recommendation, or the Personnel Director's decision. Time limits set forth 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 20 – EFFECT ON PRIOR AGREEMENTS

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

ARTICLE 21 – RETIREMENT

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

ARTICLE 22 – DISCIPLINE

Section 22.1 The City reserves the right to discipline or discharge any non-probationary Employee for just cause. Any such discipline or discharge shall be subject to the Grievance or Appeals Procedure, as outlined in Article 18 and Article 19. In the administration of this Article, discipline shall be expedient, progressive in nature, based upon the circumstances of the offense and the Employee's performance record, and be corrective rather than punitive (except in the case of termination). Pursuant to the City of Tulsa Charter and Civil Service rules, probationary Employees have no due process or property rights in their positions until after completing the initial probationary period, which shall mean probationary Employees cannot file disciplinary related grievances or appeals, or be the subject of such grievances or appeals.

Section 22.2 The City and Union agree Employees shall be treated consistently as concerns the application of discipline and/or other actions regarding work rules as found within Appendix B, Work Rules for Personal Conduct. This shall not preclude the rights of individual departments and managers to set forth specific rules or manners of operating their work areas which are related to the provision of specific services of their work sections.

Section 22.3 If it is necessary to interview an Employee to discover information as part of an investigation, and the Employee has a reasonable belief that the interview may result in disciplinary action, the Employee has the right, upon request, to have a Union Steward or representative present. Management is not required to inform the Employee of his/her witness rights; it is the Employee's responsibility to know and request Union representation. The Union Steward or representative shall be told the purpose of the meeting and be given reasonable time to confer with the Employee before the meeting. Employees have the right to refuse to participate in such a meeting if management denies union representation and continues to question the Employee.

Section 22.4 For minor offenses by an Employee, management has a responsibility to discuss the matter with the Employee. Counseling of this type shall be held in private, away from the Operations area, between the Employee and the supervisor. Counseling is not considered discipline and is not subject to the Grievance Procedure. A written Employee Counseling Record may be completed to document such counseling with a copy provided to the Employee. 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 22.5 Employees shall be allowed to review and copy contents of his/her Human Resources personnel file under appropriate supervision at any reasonable time and challenge any information maintained in the file. Stewards or other union representatives shall be allowed to review and copy the contents of an employee's Human Resources personnel file with dated, written authorization from such employee. Employees who wish to review their own department personnel file folder should contact any on-duty supervisor or management. With reasonable advance notice, Employees may review their own department personnel file in the office in which they are kept and in the presence of the on-duty Shift Supervisor. No complaint which is unfounded or not sustained will be maintained in an Employee's personnel file.

Section 22.6 Employees shall be given the opportunity to have a Union Steward or representative, chosen by the Employee in addition to the Union President present in any disciplinary hearing. For pre-termination hearings Employees shall have the opportunity to have an attorney present. Employees shall be notified in writing of any pre-action or pre-termination hearing at least two (2) working days prior to such hearing. The written notification of hearings shall include: 1) general information concerning the alleged offense(s); 2) the work rule(s) violated (if any); 3) the policy or procedure(s) violated (if any); 4) the time, date and place of hearing; 5) the date management became aware of the misconduct; and 6) the right to have a Union Steward or representative at the hearing. The disciplinary review process including the determination of discipline shall normally be completed thirty (30) calendar days from management becoming aware of the alleged misconduct. If the disciplinary review process is expected to take longer than thirty (30) calendar days, the Employee shall be given written notice including the reason for delay and the expected date that the disciplinary process may be completed. This principle shall not apply to deliberate or serious offenses which may lead to an immediate demotion or discharge.

Section 22.7 Notice of a pre-action hearing means that an Employee is being considered for discipline involving a written reprimand, vacation reduction, suspension, or demotion as a possible outcome of the hearing. Notice of a pre-termination hearing means that the Employee is being considered for any level of discipline up to and including discharge as a possible outcome of the hearing. In cases involving a written reprimand, the Employee may waive the right to a hearing by initialing a waiver of hearing notation on the disciplinary action form.

Section 22.8 Disciplinary hearings involving only a written reprimand shall not require a certified hearing officer, but shall require a hearing officer from outside the department with the hearing process conducted in a similar manner. Discipline above the level of a written reprimand shall require a certified hearing officer from outside the department. An Employee must be afforded the opportunity to hear and discuss the charges and major supporting evidence against him/her prior to any decision being made. Upon conclusion of a disciplinary hearing, the Union Steward or representative shall be afforded the opportunity to meet privately with the hearing officer for no more than fifteen (15) minutes prior to the hearing officer meeting with management representatives. Hearings shall be conducted by an impartial hearing officer designated by the department head.

Section 22.9 Discipline shall include: written reprimands, vacation reductions, suspensions, demotions, and discharges. Employees disciplined shall be given a copy of such discipline at the time such action is taken. This document shall include the specific reasons for such discipline, such as, approximate time and location of misconduct; specific work rule or regulation violated, action of the Employee, and if appropriate, recommend corrective action to the Employee. An Employee shall have the right to appeal or grieve such discipline as provided under Article 18 or Article 19 of this Agreement.

Section 22.10 Pending a pre-action or pre-termination hearing, the City may place an Employee on paid administrative leave until investigation of the incident is completed. The Employer shall normally hold a pre-action or pre-termination hearing no less than two (2) working days and within five (5) working days of the paid administrative leave, or as soon as reasonably possible. When an Employee is on paid administrative leave, the Department shall have sole authority to extend the

five (5) working day requirement due to investigation process considerations and/or upon receipt of an extension request from the Union. If the Employee has been involved with a possible criminal offense, the Employee shall normally be placed on either authorized personal leave or leave without pay and the timeframes for investigation and the pay status determination shall be solely at management's discretion.

Section 22.11 It is understood that previous disciplinary issues shall be considered part of the progressive disciplinary process regardless of similarity. The parties agree this principle shall not require a manager to escalate discipline due to varied, minor offenses. Disciplinary actions shall normally be considered in future disciplinary reviews for a maximum of only two (2) years, except in cases involving unusually serious offenses, including but not limited to allegations of discrimination or sexual harassment, or harassment based on other protected characteristics. Any documentation relating to a specific disciplinary action overturned through either the grievance or appeal procedure shall be purged and expunged from the Employee's Human Resources Department file and the Employee's official personnel file within his/her department. Any disciplinary actions overturned in the grievance or appeal procedure shall not be considered in future disciplinary actions.

Section 22.12 It is agreed reduction of accrued vacation in lieu of suspension is an effective means of corrective discipline. An Employee who commits an offense for which the Employee could be suspended, may, at the sole discretion of the Employee's supervisor, be offered a vacation leave accrual reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. Only one vacation leave accrual reduction may be imposed during any twelve (12) month period. Vacation Leave accrual reduction shall be limited to a maximum of five (5) days and shall not be grievable.

ARTICLE 23 – UNION BUSINESS

Section 23.1 The City agrees to provide time off with pay for a period not to exceed five (5) working days for one (1) Union member who is an Employee of the City to attend the National Convention of the AFSCME held once every two (2) years. One additional Union member will be granted Authorized Personal Leave to attend the National Convention for a period not to exceed five (5) working days.

Section 23.2 The City agrees to provide time off with pay for a period not to exceed three (3) working days for one (1) Union member who is an Employee of the City to attend the State AFL-CIO Convention held annually. One additional Union member will be granted Authorized Personal Leave to attend the State Convention for a period not to exceed three (3) working days.

Section 23.3 The Union will notify the City at least two (2) weeks prior to the State and National Convention which Employees will attend.

Section 23.4 The City agrees to provide time off for three (3) Employees to act as the negotiating team for Local No. 1180. Employees who are designated as members of the negotiating team shall request authorization of their supervisor prior to attending negotiation meetings with representatives

of the City and shall be compensated for such time so engaged during the Employee's regularly scheduled working hours.

Section 23.5 The duly elected President and Vice President of Local No. 1180 of the American Federation of State, County and Municipal Employees work groups may be from any of the AFSCME Units and shall preside over all bargaining groups of AFSCME.

Section 23.6 In lieu of exercising the option provided for under Section 23.9, 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 in writing. The parties agree Section 23.9 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.

Section 23.7 In view of Section 6 above, the City will attempt to assign the President to a normal Monday through Friday work schedule. Availability of shift, training and skills of the Union President shall be factors considered by the City in making such a shift assignment decision.

Section 23.8 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 and two (2) hours time off with pay per week for the duly elected Recording Secretary of Local 1180 to attend to the duties of those offices, provided that the Secretary Treasurer, Recording Secretary, and any Chief Steward are from separate work units. All hours worked (per this Section) conducting Union business during the Employee's normal work schedule shall count as regular hours worked for the purposes of calculating overtime.

Section 23.9 The duly elected President of Local No. 1180 of the American Federation of State, County and Municipal Employees shall be granted an option (and at his/her discretion) to be placed within an administrative Employee/Labor Relations capacity reporting to the Human Resources Director in lieu of Section 23.6 above and subject to the following conditions:

- A. The President shall receive reasonable assignments and work completion timeframes involving special assigned projects related to Employee/labor relations studies, surveys or other Employee issues as determined and directed by the Human Resources Director and for the purposes of ensuring the effective and efficient use of personnel within the bargaining unit and/or other work areas of the City of Tulsa as it may affect the bargaining unit.
- B. The President shall work within a forty (40) hour schedule as a non-exempt Employee, requesting and reporting leave per the standard Human Resources methodologies through

the Human Resources Director and the department's payroll clerk. The President shall be subject to the provisions of the Agreement that is applicable for his/her pay designator at the time of election. The President shall be allowed to determine specific flex hours as reasonable and necessary to conduct Union business. The parties agree and understand that neither City projects nor Union business shall result in any additional overtime costs to the City of Tulsa. Payment or consideration of additional hours determined necessary by the Union, if any, shall be the responsibility of the Union. The President shall also be considered a regular City Employee with regard to other normal employment rights, obligations and standards, as would apply to other City Employees. Office space for the President shall continue to be provided by and be an obligation of the Union.

- C. The President shall be allowed to perform Union business in an unimpeded manner and to set work priorities and time schedules that will reasonably enable him/her to fully perform the necessary duties of the office of AFSCME President as well as perform special assigned projects.
- D. The President's pay obligation from the City of Tulsa shall be set based on the wage level that would have been normally expected based on his/her City position and wage level prior to his/her becoming Union President. The Union may establish a higher salary level for the Union President, but shall be obligated to pay a specific amount of money on a monthly basis to the City to cover the additional salary, FICA and City pension payment costs above and beyond the costs the City would incur by providing the normal wage based salary to the President.
- E. The President's prior position and leave accruals, if any, will be transferred from his/her old department and assigned and held within the Human Resources Department during the term of the presidency, with an understanding the position, remaining leave accruals and the President will return to the originating department upon termination of his/her term in office or employment with the City of Tulsa. During this leave of absence from his/her prior department, the President shall be considered to retain all seniority rights and accrual of said seniority, as well as all other benefit and pension service credits, including normal paid leaves.
- F. The President shall be ineligible for promotional consideration unless he/she agrees to forfeit the presidency at the time of any such job offer. In any such case, the President must resign from the presidency and assume the new position within thirty (30) calendar days, with an understanding that he/she will be ineligible to return to the position of Union President or Vice President for at least a two year timeframe.
- G. The City shall provide the President with all benefit options and shall pay the City's portion of all benefit costs as would apply to other AFSCME bargaining unit Employees, except as specifically noted with regard to any Union determined additional salary (if any), as well as the related additional FICA and MERP contributions within this Section.
- H. The parties agree that the President's term in office shall not be less than a two (2) year period in order to utilize the option provided within this Section. 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 24 – PSC FUNCTIONS AND PROGRESSION

During Fiscal Year 07/08, the parties agree to continue a joint study committee to review the Public Safety Communications Functions and Progression Policies to provide recommendations, and/or form possible agreements for improvements to these policies. The joint study committee shall meet prior to January 1, 2008. The Union shall select no more than three (3) Employees to serve on this committee without loss of normal pay.

ARTICLE 25 – LABOR-MANAGEMENT RELATIONS

Section 25.1 Representatives of the Union, not to exceed five (5) in number including at least one (1) representative of each shift, and representatives of the Employer, shall meet at least quarterly at mutually agreed upon times for up to two (2) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement and existing work rules which affect the members of the bargaining unit. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Section 25.2 Meetings shall be scheduled during normal working hours on the Employer's premises and the City shall pay up to three (3) Union representatives their normal rate of pay if they are currently on their regularly assigned shift.

Section 25.3 The parties agree that these meeting shall include discussions involving productivity and efficiency to provide recommendations to the Mayor on ways to affect efficiencies and/or eliminate waste within City operations.

ARTICLE 26 – UNION VISITATION & NOTIFICATION

Section 26.1 Whenever Union business is to be conducted within the Information Technology Department or the Airport, the authorized representatives of the Union shall first report to an appropriate supervisor prior to entering the building where employees work. Upon receiving authorization by the supervisor, the Union representative will be permitted to enter the premises to carry out his/her transaction in a location designated by the supervisor. Time spent in such transactions shall be kept to a minimum and shall not interfere with normal work activities of City Employees.

Section 26.2 New Employees shall be allowed to attend a brief orientation on paid City time that shall include Union presentations by Union representatives authorized by the Union President. The Union representative used for such orientation shall not be on duty or attending at a time that would interfere with regular work hours or require special leave approval. The City

shall also allow the Union the opportunity to address the Public Safety Communications New Hire Academy classes prior to graduation. Union presentation timeframes, including allowing new Employees to ask questions, shall not exceed fifteen (15) minutes. Bargaining unit Employees will be required to attend the orientation. The Union's presentation and written materials are subject to the Human Resources Director's approval. The City shall provide the copies of the Collective Bargaining Agreement.

Section 26.3 Management shall provide the Union, the Human Resources Director or designee, and make available to all bargaining unit members a copy of all proposed written personnel policies or non-operational work rule changes affecting Employees within that work area as soon as reasonably possible. Such issues shall be presented at least thirty (30) calendar days prior to implementation in order to provide the Union, all bargaining unit members, the Human Resources Director or designee, or any other non-union Employees within the workgroup an opportunity to provide feedback.

ARTICLE 27 – EMPLOYEE SUGGESTION PROGRAM (\$FYI)

The Union and the City recognize the importance of the HPG Employee Suggestion Program Suggestions to change systems and their inherent processes to be more efficient, move value added, more customer friendly and when appropriate, more citizen friendly and earning a reward for doing so may be submitted by mail (or in person) to the following address:

Human Resources – One Technology Center
HPG Suggestion Program
175 E. 2nd, Ste. 575
Tulsa, OK 74103

Forms and the Policy are available in the Intranet Doc Library under My HR.

ARTICLE 28 – PERFORMANCE EVALUATION

Section 28.1 The Employer's performance evaluation system as applied to Bargaining Unit Employees will be fair, equitable, objective and job related.

Section 28.2 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 a second supervisory 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 28.3 If Management adds comments to the evaluation after the evaluation has been signed by the Employee, Management shall notify the Employee of the change and said changes shall be initialed and dated by the Employee.

Section 28.4 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 28.5 Following implementation of the FY 07/08 collective bargaining agreement and prior to January 1, 2008, the parties agree to jointly review the Performance Evaluation system for Airport Dispatchers for the purpose of mutually identifying and determining issues or concerns with the current evaluation system.

ARTICLE 29 – RECLASSIFICATION AND PROGRESSION

Section 29.1 Reclassification shall be differentiated from promotions. Reclassification shall be defined as a change in classification and/or pay grade resulting from the processes defined below. Reclassification may be approved by the Mayor only after a thorough evaluation of the position by the Human Resources Director or his/her designee. The following criteria must be met to reclassify a position:

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

Section 29.2 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 29.3 The City will provide annually a list of progressions and the corresponding requirement for each progression.

Section 29.4 The approved college coursework requirements for progression to Telecommunicator Level II, Telecommunicator Level III, and Telecommunicator Level IV may be substituted by approved coursework directly related to each Telecommunicator position. Approvals will be made on a case-by-case basis, and must be approved by the PSC Training Coordinator, the PSC Division Head or designees, and the Human Resources Director or designee.

ARTICLE 30 – HOLIDAYS

Section 30.1 The following days shall be observed as holidays and Employees shall be granted time off with pay, for eight (8) or ten (10) hour shifts unless required to work:

- A. New Year's Day (January 1st)
- B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- C. Good Friday (Friday before Easter)
- D. Memorial Day (Last Monday in May)
- E. Independence Day (July 4th)
- F. Labor Day (First Monday in September)
- G. Veteran's Day (November 11th)
- H. Thanksgiving Day (Fourth Thursday in November)
- I. Friday after Thanksgiving
- J. Christmas Eve (December 24th)
- K. Christmas Day (December 25th)
- L. 2 Floating Holidays (See Section 30.2G for restrictions)

Section 30.2 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 30.1 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 one-half (1-1/2) his/her straight time rate for the hours actually worked on the holiday in addition to the normal rate of pay for all hours worked on that day through eight (8) or ten (10) hours. In the event an Employee works more than eight (8) or ten (10) hours

on a holiday, he/she shall be paid two (2) times his/her straight-time rate for such hours worked in excess of eight (8) or ten (10) hours during the holiday.

- C. An Employee who is scheduled to perform work on a holiday shall be compensated for a minimum of four (4) hours overtime pay. For purposes of this Subsection only, Holiday shall mean either the actual Holiday (as listed in 30.1 A-K) or the day on which the Employee observes the Holiday (per Section 30.2A), but not both.
- D. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended; however, when an Employee is absent on a holiday for which he/she is scheduled to work, such time shall be charged to leave without pay and he/she 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, or unless the Employee has a medical statement from a doctor that is acceptable to management.
- F. An Employee terminating his/her service with the City whose last scheduled workday falls on a holiday shall have as the effective date of his/her separation the workday immediately preceding the holiday.

G. Floating Holidays

- 1. Initial hire, probationary Employees shall receive a prorated number of floating holidays during their first year of employment as follows:
 - If hired January 1 through April 30 = 2 days (16 or 20 hours based on shift)
 - If hired May 1 through August 31 = 1 day (8 or 10 hours based on shift)
 - If hired September 1 through December 31 = 0 days
- 2. Initial hire, probationary Employees shall be eligible to use a floating holiday upon the completion of sixty (60) calendar days of service.
- 3. The Floating Holidays must be scheduled at least twenty-four (24) hours in advance. The Department Head or designee must approve the day(s) off and Employees shall not be allowed to work on either designated Floating Holiday. If either day is not used during the calendar year, it shall not be compensated for either in pay or time off. Employees who terminate from the City and have not used their Floating Holiday(s) shall not be compensated for it.
- 4. Floating Holiday requests shall be made and granted in accordance with Article 34 and/or Article 35.

Section 30.3 Religious holidays or holidays other than those listed may be granted in accordance with the rules governing vacation leave, compensatory leave, or leave without pay.

Section 30.4 Holiday Pay shall be inclusive of shift differential. Holidays shall count as hours worked when computing overtime.

ARTICLE 31 – VACATIONS

Section 31.1 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

Section 31.2 The maximum amount of vacation leave that may accumulate in an Employee’s vacation leave account at any time shall be twice the amount for which the Employee is eligible to accrue in one (1) calendar year. No additional vacation leave shall be accrued by an Employee who has reached the maximum amount. No Employee shall be compensated for or allowed to use leave time which is above accrual limits.

Section 31.3 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 accrued vacation leave.
- B. Vacation leave shall normally be granted and expended each calendar year, but a department head may defer an Employee’s vacation because of work requirements. City seniority shall be a factor in the scheduling of vacation leave during semi-annual bid procedures and such scheduling shall be documented in writing. However, seniority cannot be used as a basis for canceling a less senior Employee’s previously approved and scheduled vacation based on elective leave procedures.

- C. Vacation leave shall not exceed the total amount accrued to an Employee at the time of the proposed departure.
- D. Vacation leave not scheduled in advance shall not be utilized for purposes of personal and/or family illness until all available sick leave has been utilized.
- E. Employees shall not be permitted to use accrued vacation leave during a period of suspension except reduction of accrued vacation leave in lieu of suspension may be utilized as a form of discipline per Article 22.12.
- 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. Staffing impact shall be a factor of consideration in such decisions.
- G. Vacation pay shall include any shift differential.
- H. Vacation leave used shall count as hours worked when computing overtime.
- I. Upon separation an Employee shall be paid for the unused portion of his/her accrued vacation leave, provided the Employee has completed six (6) months of employment with the City, and except as limited by Section 31.3(J).
- J. 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.
- K. In cases where an Employee is exercising semi-annual vacation leave, or requesting other paid leaves amounting to at least three days of contiguous leave (which may include normal days off), approved vacation leave shall be assumed to begin as soon as the Employee has completed his/her last regularly scheduled workday 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, that necessitates a change in the vacation schedule, the Employee shall be notified of such change at the earliest possible time.
- L. Vacation leave requests shall be made and granted in accordance with Article 34 and/or Article 35.

ARTICLE 32 – SICK LEAVE

Section 32.1 Sick leave shall be granted to regular and part-time Employees in accordance with the following provisions.

Section 32.2 Sick leave for City Employees may be used in the following situations:

- A. When Employees are incapacitated by sickness or non-job-related injury; for medical, dental or optical diagnosis or treatment; or for pregnancy related reasons.
- B. For necessary care and attendance of a member of the Employee's immediate family who is incapacitated by illness or injury. For the purpose of this Section, "Immediate Family" shall be defined as a parent of the Employee, spouse, child, or "step" situation, or has legal responsibility within these relationships.
- C. After exposure to a contagious disease when attendance on the job, in the opinion of the City Physician, jeopardizes the health of others.

Section 32.3 Sick leave used shall not exceed the total amount accrued to the Employee at the time of his/her absence. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave. After each thirty (30) days during such leave without pay, the Employee shall present to his/her department head a doctor's statement of his/her continued inability to perform his/her normal duties (see "Leave Without Pay"). Sick leave pay shall be inclusive of shift differential.

Section 32.4 Sick leave shall start to accrue on the first day of the month which coincides with or next follows the date of employment, and shall be credited on the first day of the month following the month of commencement. Sick leave may not be expended until after completion of one full calendar month of employment.

Section 32.5 Sick leave shall be accrued at a rate of eight (8) hours for each full calendar month of service. An Employee may accrue a maximum of twelve hundred (1200) hours of sick leave.

Section 32.6 The amount of sick leave expended shall be computed as the exact number of days (or hours) an Employee is scheduled to work during the period leave is taken. Minimum sick leave expended shall be one (1) hour. It is not the intention of this Section for Employees to routinely use sick leave in one (1) hour increments. Holidays and other days not scheduled for work shall be excluded in computing sick leave expenditures.

Section 32.7 Employees may convert accrued sick leave in excess of nine hundred sixty (960) hours to vacation leave, provided the total accrued vacation leave may not exceed the maximum allowed under "Vacation Leave" provisions. Conversion shall be at a ratio of one (1) hour of vacation for one (1) hour of sick leave.

Section 32.8 An Employee transferring from one department to another shall have his/her total accrued sick leave transferred to the new department. The accrued sick leave shall be recorded on the Personnel Action form.

Section 32.9 Upon retirement (age 55 or older) or death, Employees with at least nine hundred sixty (960) hours accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every three (3) hours of sick leave up to a maximum of three hundred twenty (320) hours of pay.

Section 32.10 A regular or part-time Employee who leaves the classified service to enlist in active military service other than a reserve unit and who applies for re-employment within fifteen (15) days after having been rejected or ninety (90) days after an honorable discharge shall have the former unused sick leave credits reinstated. A regular or part-time Employee who is laid off and returns to City employment within one (1) year from the date of layoff shall have the former unused accrued sick leave reinstated (see provisions for military leave).

Section 32.11 Sick leave shall not be used during periods of suspension. An Employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her supervisor two (2) hours prior to the beginning of the operational work shift if physically able to do so.

Section 32.12 When an absence charged to sick leave exceeds five (5) consecutive working days, the Employee shall present at the time they return to work a statement from his/her doctor describing the illness and return to duty release from the City physician. The 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 sick leave.

Section 32.13 A supervisor may investigate the alleged illness of an Employee absent on sick leave. False or fraudulent use of sick leave by an Employee shall be cause for disciplinary action which may include dismissal. The department head may request at any time a doctor's statement or medical opinion from the City Physician regarding the Employee's physical ability to perform the duties of the job.

Section 32.14 Employees who apply for promotional opportunity must meet the established guidelines on absenteeism as a factor in determining promotional qualifications prior to being certified.

Section 32.15 After six (6) months of service, accrued vacation, compensatory leave, and/or alternative holiday leave may be used for sick leave when accrued sick leave has been exhausted. Each of these instances of leave use will count as an emergency leave request per Section 35.5 unless the leave is designated as Family Medical Leave and after consideration of previous use of Family Medical Leave. If an Employee has used all of his/her emergency leave requests, the absences will be considered LWOP per Section 33.2. The granting of any of these requests shall be at the discretion of the appropriate supervisor who may, prior to an approval determination, request medical verification of the absence when a question exists regarding the nature of the specific absence or when the Employee's overall attendance record has been less than satisfactory. Upon receipt of the appropriate medical verification, the Employee shall be granted the use of available vacation, compensatory leave or alternative holiday leave for the absence. Family Medical Leave Act (FMLA) documentation may serve as appropriate medical verification for using available vacation, compensatory leave or alternative holiday leave for a sick absence.

Section 32.16 The use of forty-eight (48) hours or less of accrued Sick Leave in any twelve (12) month period, in and of itself, shall not be considered abuse. Furthermore, the use of forty-eight (48) hours in any twelve (12) month period in and of itself, shall not count negatively against an Employee on evaluations, progression, promotion, or other employment factors.

Section 32.17 Any Employee who has used zero (0) hours of sick leave for one-half (1/2) of a fiscal year shall have an option to sell back eight (8) hours of sick leave to the City for cash payment. The parties agree this shall allow a maximum sell back of sixteen (16) hours per fiscal year.

ARTICLE 33 – LEAVE OF ABSENCE WITHOUT PAY

Section 33.1 Leave of absence without pay shall be divided into two distinct types, “Authorized Personal Leave” (APL) and “Unauthorized Leave Without Pay” (LWOP).

Section 33.2 “Leave Without Pay” (LWOP) shall be considered as unauthorized absence from duty and shall be administered without pay. Leave Without Pay shall be coded as “LWOP” on timesheets, leave reports, and for all payroll purposes. Further, upon returning from an unauthorized leave of absence or based on an Employee’s failure to contact his/her department during such a leave of absence without pay, the Employee shall be subject to possible disciplinary action which may include dismissal.

Section 33.3 “Authorized Personal Leave” (APL) shall be scheduled at least 24 hours in advance and approved by the Employee’s supervisor. APL shall not be considered negatively or held against the Employee as concerns evaluations, promotional consideration, or any other employment factors. The parties understand APL shall be considered authorized leave without pay and shall be coded “APL” on timesheets, leave reports and for all payroll purposes. APL shall be closely monitored and shall normally be used only for non-illness related absences.

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

Section 33.4 A leave of absence without pay (LWOP or APL) for more than one hundred sixty (160) continuous work hours shall not constitute a break in service; however, time spent while on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Vacation and sick leave benefits shall not accrue during a leave of absence without pay in excess of one hundred sixty (160) continuous work hours.

Section 33.5 Any Employee who shall receive payment for work performed for any employer other than the City of Tulsa while on either APL or LWOP shall be subject to immediate dismissal, except when an Employee has received specific written approval from the department head or designee for use of such leave for the purpose of outside employment.

Section 33.6 Failure on the part of an Employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

Section 33.7 No shift differential shall be paid for hours taken for leave of absence without pay (both APL or LWOP). Leave of absence without pay (both APL or LWOP) shall not count as hours worked when computing overtime.

ARTICLE 34 – SEMI-ANNUAL BID PROCEDURES

Sections 34.1 Semi-Annual Leave shall be defined as five (5) days or more of requested leave that covers a six-month period two times a year.

Section 34.2 Employees will be given two opportunities to bid for semi-annual leave in the fiscal year:

- A. April 1 through April 10: for the time frame of the last Sunday in June through the Saturday immediately preceding the second Sunday in January of the following year.
- B. October 1 through October 10: for the time frame of the second Sunday in January through the last Saturday in June.

Sections 34.3 Shift Supervisors should have the semi-annual leave worked out and posted fifteen (15) days after bidding closure.

Section 34.4 Employees who submit multiple leave requests will identify a preference of choice in selection (i.e. 1st choice, etc.). Each Employee's first request will be considered before additional choices are considered.

Section 34.5 Leave requests should be filled out on a "Leave Report" form (TUL-4717-C) and given to the appropriate shift supervisor. The Employee shall indicate the types of leave and the amount in hours of each type of leave to be used.

Section 34.6 Semi-annual leave will be granted in increments of five or more days which may include holidays, but shall not include scheduled days off.

Section 34.7 Six (6) Employees (two per shift) shall be approved for semi-annual or elective leave in any given time period (if requested) under normal operating conditions. Shift Supervisors may grant more than two (2) Employees semi-annual requests. This should not allow for an overlap of more than two (2) days of three (3) Employees on semi-annual leave, and should only be done as a last resort.

Section 34.8 Preference for semi-annual leave shall be granted based on date of hire with the City.

Section 34.9 Employees may request a combination of vacation, compensatory leave, floating, or alternative holidays as semi-annual leave. If using accrued leave, Employees can only utilize the amount that has been accrued.

Section 34.10 Employees may cancel a portion of their semi-annual leave without canceling the entire leave period. Cancellations must be made five or more days prior to the first leave day. Shift supervisors may waive this five day time frame based on an Employee's circumstances and reason for canceling.

Section 34.11 All types of leave are subject to final approval by the operations manager and/or the division manager.

Section 34.12 All semi-annual leave that has been granted or revised will be posted on the leave calendar by the Shift Supervisor or their designee.

ARTICLE 35 – ELECTIVE LEAVE

Section 35.1 Elective Leave shall be defined as any leave requested that is not semi-annual leave and may consist of vacation leave, compensatory leave, floating holiday, and/or alternative holiday leave.

Section 35.2 Elective Leave will be granted on a first come, first served basis. Seniority shall not be used as a basis for canceling a less senior Employee's previously approved and scheduled elective leave.

Section 35.3 Holidays that are still available after semi-annual leave requests are approved will be granted on the same basis as elective leave.

Section 35.4 Staffing will take precedence over any leave requests. Usually, no more than two (2) Employees per shift shall be allowed elective or semi-annual leave per day. It is understood by both parties that exceeding this limitation may unduly disrupt the operations of the PSC.

Section 35.5 All elective leave requests shall be submitted for approval at least twenty-four (24) hours in advance. However, shift or team supervisors at their discretion and, when appropriate, after consultation with the Operations Manager may approve an Employee's request for elective leave upon shorter notice or in view of Employee emergencies. The Employee shall notify the on-duty supervisor of the need to request such elective leave at the earliest possible time. Approval of requests for elective leave with less than twenty-four (24) hours notice and/or requests for elective leave where there are already two (2) Employees scheduled off per Section 35.4 and requests for leave when sick leave is exhausted per Section 32.15 shall be limited to no more than six (6) occurrences (emergency leave requests) per calendar year. If the leave does not result in overtime or cause other scheduling issues it will not count as an emergency leave occurrence. If an Employee has used all of his/her emergency leave requests, the absences will be considered LWOP per Section 33.2.

Section 35.6 All elective leave requests shall be subject to final approval by the operations manager and/or the division manager.

Section 35.7 The on-duty supervisor shall approve leave for his/her respective shift. Relief or off-going supervisors shall only approve elective leave based on emergencies or other extenuating circumstances.

Section 35.8 Elective leave requests shall be filled out on a "Leave Report" form (TUL-4717-C) and given to the Employee's shift or team supervisor. In the column "Earnings DOE," the Employee shall mark the box that indicates the type of leave to be taken (vacation, compensatory time, floating holiday) and write the number of hours of each type of leave being used in the "Hours" column.

Section 35.9 All approved elective leave will be posted on the leave calendar. If leave is denied, the leave slip will be returned to the Employee along with a reason for denial.

ARTICLE 36 – FUNERAL LEAVE

Section 36.1 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, brother-in-law, sister-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, eight (8) hour or ten (10) hour workdays, one day of which will be utilized to attend the funeral, memorial service, or other service 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, eight (8) hour or ten (10) hour workday for the purpose of attending the funeral, memorial service, or other service 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 they had worked.
- D. Verification of death and relationship shall be made to the Employer upon request.

ARTICLE 37 – COURT LEAVE

An Employee who is off duty and is ordered by supervision to report to court when such time is outside the Employee's regularly scheduled shift shall receive a minimum of three (3) hours pay. The Employee shall report to court in his/her standard EC uniform. The above minimum shall not apply if the court appearance is required two (2) or less hours before or one-half (1/2) hour

after an Employee's regularly scheduled shift begins or ends. The Employee who is off duty shall be paid overtime pay until dismissed by the court for the day.

ARTICLE 38 – COMPENSATORY AND ALTERNATIVE HOLIDAY LEAVE

Section 38.1 When requested by an Employee, Alternative Holiday Leave (AHL) can be accrued for holiday hours worked and Compensatory Leave (comp time) can be accrued for overtime hours worked, in lieu of the options provided to an Employee in Section 30.2.A and B of this Agreement.

Section 38.2 Any Employee who works a holiday may request AHL time, and if approved, shall submit a leave slip requesting eight hours of AHL and a pay slip requesting four (4) hours of straight pay which will be in addition to the Employee's regular salary, if an Employee chooses this option in lieu of Section 30.2.A and B.

Section 38.3 Any Employee who works overtime may request Compensatory Leave by submitting a leave slip requesting one hour of Compensatory Leave for each hour of overtime worked and a pay slip requesting one-half (1/2) hour of paid time for each hour of overtime worked.

Section 38.4 The maximum accrual of compensatory time which an Employee may accrue, or have in his/her bank at any one time, shall be forty (40) hours. The maximum accrual of Alternative Holiday Leave which an Employee may accrue or have in his/her bank at any one time, shall be fifty-six (56) hours.

Section 38.5 Compensatory Leave and Alternative Holiday Leave requests shall be filled out on a Leave Report form and given to a supervisor on the Employee's shift. Employees who utilize any Compensatory Leave outside of Article 35 provisions or not in line with approval determinations that would have applied to vacation leave shall have all compensatory leave accruals cashed out by management and lose his/her overtime compensatory accrual alternative in the future.

Section 38.6 Compensatory time and Alternative Holiday Leave pay shall be inclusive of shift differential.

Section 38.7 Compensatory time and Alternative Holiday Leave used shall not count as hours worked when computing overtime.

ARTICLE 39 – INJURY, VOTING, AND MILITARY LEAVE

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

ARTICLE 40 – EXCHANGE OF DUTY

Section 40.1 Duty exchange is defined as the voluntary trading of scheduled working time, and/or stand-by time, between two employees within the same workweek due to the Employee’s need to attend to personal matters. Duty exchange shall be between Employees of like job skills and knowledge.

Section 40.2 Duty exchange shall first be approved by a shift or team supervisor. Both Employees must each sign and complete an “Exchange of Duty Request” form and submit it to the Employee’s immediate supervisor at least twenty-four (24) hours prior to the date of such exchange. Supervisors may approve a personal emergency exchange of duty over the telephone and without a twenty-four (24) hour notice for just cause.

Section 40.3 Duty exchange will only be denied for cause, which may include, but shall not be limited to, unlike job skills and/or knowledge. Cause for denial of duty exchange shall, when possible, be discussed with the Employee prior to denial.

Section 40.4 In the event that an Employee agrees to a duty exchange with another Employee and does not show up for their work assignment, and/or is not available during stand-by hours, disciplinary liability shall fall upon the Employee who agreed to work in place of the other Employee. Furthermore, the Employee who is relieved from duty shall not be subject to disciplinary action if the other Employee does not show up and/or is not available during stand-by time.

Section 40.5 It is understood that an Employee agreeing to a duty exchange that involves a mandatory overtime day, shall be responsible for fulfilling all possible overtime requirements, both before and after the regular shift.

ARTICLE 41 – STAFFING AND REDUCTION IN FORCE

Section 41.1 The Personnel Policies and Procedures Manual Section 129 Reduction for Economy or Abolition of Position (Layoff) and Section 509 Benefit Provisions Upon Layoff shall be used for administering the layoff process except for the severance pay schedule which shall follow the provisions of Section 41.2 below.

Section 41.2 Any full-time, non-probationary Employee who is laid off due to economy reasons or when a position is abolished, shall be provided severance pay at his/her basic hourly wage rate in accordance with the following schedule:

Years of Service	Severance Pay (Hours)
1-5	80
6	90
7	105
8	120
9	135

10	150
11	165
12+	180

Section 41.3 The employer shall notify and consult with the Union prior to the drafting of any written bid specifications involving any contracting out of City services or work that is currently performed by Employees within the classifications covered by this Agreement, when such contract would result in a layoff or abolishment of positions. Such notification shall be provided in written form at the earliest possible time upon the initiation of any formal task group, committee, or subcommittee study of such contracting out and prior to the development of written bid specifications. The notification shall include the department, division, and Employee classification(s) that may be affected by such contracting and the specific work and services that may be affected. Failure to provide written notice to the Union on such contracting of work or services covered by this Agreement shall be considered a violation of this Agreement.

Section 41.4 Whenever the City engages in any efforts that involve contracting out jobs of bargaining unit members, the City shall always afford the Department, with the assistance of the Union, the opportunity to competitively bid in order to gain or retain the work and positions within the City.

Section 41.5 Before making any permanent change to staffing levels, management shall notify and consult with Union. Union shall be notified at the earliest possible time of such potential changes and shall be afforded an opportunity to meet and discuss the potential changes with management before any permanent changes are implemented.

ARTICLE 42 – SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court of competent and final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 43 – DURATION OF AGREEMENT

Section 43.1 This Agreement shall become effective on July 1, 2009, and shall remain in full force and effect until Midnight, June 30, 2010; however, any economic provisions hereof, which are to become effective throughout the City’s fiscal year beginning on July 1, 2009, are subject to the appropriation of adequate and sufficient funds by the City of Tulsa and the Agreement for FY 09-10 will not be finalized until appropriation of adequate and sufficient funds. In the event of failure of the City to appropriate said funds, the parties agree that the terms of the Agreement set forth to become effective throughout FY 09-10 shall be deemed null and void without further action by either party to this Agreement. In such event the City and Union shall enter into negotiations regarding the terms of the Collective Bargaining Agreement for FY 09-10.

Section 43.2 Representatives of the City of Tulsa, under supervision of the Human Resources Director or designee, shall meet at reasonable times with agents of the Union to confer in a good faith effort to reach agreement with respect to conditions of employment affecting Employees. Whenever wages, rates of pay or any other matters requiring the appropriation of funds are to be included as a subject of collective bargaining, the Union shall notify the Human Resources Director or designee, in writing, no later than the last Friday in January immediately prior to the beginning of a new fiscal year for which no collective bargaining agreement has been negotiated. Negotiations for a new collective bargaining agreement shall begin no earlier than the first working day in February and no later than the first working day in March.

Section 43.3 Once a tentative collective bargaining agreement has been reached, the Union shall submit it to its membership for a ratification vote as soon as possible, but in no case to exceed thirty (30) calendar days. Any collective bargaining agreement shall always be subject to the appropriation of adequate and sufficient funds by the City Council in any fiscal year the agreement is intended to be effective. In the event that the Union's bargaining agent and the City representative are unable, within thirty (30) calendar days from and including the date of the first meeting, to reach an agreement on a collective bargaining agreement, any and all unresolved issues shall be submitted to dispute resolution upon written request of either party. Such request shall not preclude nor obligate the parties from continuing negotiations to reach a mutually agreeable collective bargaining agreement. Within ten (10) calendar days from the date of a request for dispute resolution, the Union's bargaining agent and the City's representative shall reduce to writing all outstanding issues in negotiations, which shall be submitted to dispute resolution. Thereafter, the parties shall jointly request a hearing before an arbitrator.

Section 43.4 Arbitration proceedings shall then be effected by reducing to writing all outstanding issues in negotiations which shall be jointly submitted to dispute resolution. Thereafter, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The representatives shall meet within five (5) working days after receipt of the list and strike names alternately from the list until one (1) remains. The Party requesting arbitration shall strike first. The arbitrator selected shall call a hearing to be held within thirty (30) days after the arbitrator receives notification of his/her selection and the parties and the arbitrator agree on possible dates. The hearing shall be informal and the rules of evidence prevailing in a court of law shall not be binding. Any and all documentary evidence and other data deemed relevant to the arbitrator may be received in evidence. The hearing shall be concluded with twenty (20) calendar days of commencement and the arbitrator shall issue written finding and recommendations with respect to all issues presented within thirty (30) calendar days of commencement of the hearing. A copy of the arbitrator's recommendation shall be mailed or delivered to both parties.

Section 43.5 An agreement of the parties, or an arbitrator's award resulting from Section 43.4 above, will be finalized through the processes set forth in the City of Tulsa Collective Bargaining Ordinance and Personnel Policies and Procedures or as may be required by the Oklahoma Municipal Employee Collective Bargaining Act (OMECBA), 11 O.S. §§51-200 et seq., and as it may be amended. Notwithstanding the above, City specifically reserves any and all rights and objections it may have regarding the application of OMECBA to this Agreement.

For information purposes only, following are the pertinent provisions of OMECBA as they currently exist, modified as they might be applied to this Agreement.

- a. After a negotiated agreement has been agreed to by both parties, or a final and binding arbitration decision has been rendered, the City shall submit a request for funds necessary to implement the agreement and for approval of any other matter requiring the approval of the City Council with fourteen (14) days after the arbitration decision or negotiated agreement is reached. If the City Council is not in session at the time, then the submission shall be within fourteen (14) days after it next convenes.
- b. If the City Council rejects the submission of the City and/or shall fail to appropriate sufficient funds to support any agreement, any agreement or arbitration decision on provisions requiring action by the City Council shall be null and void. Either party may provide a request to reopen negotiations on those issues rejected by the City Council, and such request shall then require negotiations by the other party. The parties agree that those provisions of the agreement not requiring action by the City Council shall be effective and operative in accordance with the terms of the collective bargaining agreement.

Section 43.6

- (a) For fiscal year 2009-2010 if the City voluntarily offers either of the wage increases specified in (a)(1) or (a)(2) and as further defined in (b) below to all the employees of any other bargaining unit in the City, then the City will offer the same increase as applicable to eligible employees in the bargaining unit covered by this Agreement for FY 2009-2010:
 - (1) An “SPI” increase, which is defined as a satisfactory performance increase. For example, if the City voluntarily offers and funds an SPI to another bargaining unit under the terms of the other bargaining unit’s collective bargaining agreement, then the City would offer an “SPI” (as defined in this section) for fiscal year 2009-2010 to all eligible employees of this bargaining unit under the terms of the collective bargaining agreement applicable to this bargaining unit. The parties recognize that the percentages for SPIs and other terms regarding SPIs may differ under the different collective bargaining agreements covering different bargaining units in the City. The parties agree that the only SPI that employees in this bargaining unit could receive under this section is an SPI under the terms of this Agreement.
 - (2) An “across-the-board” increase, which is defined as one set percentage increase that is the same to all employees of a bargaining unit. For example, if the City voluntarily offers and funds all the employees of another bargaining unit an across-the-board increase of 1%, then the City would offer the employees in this bargaining unit a 1% across-the-board increase for FY 2009-2010.
- (b) The parties agree that the terms “SPI” and “across-the-board” do not include any type of wage increase other than those specifically defined in subsections (a)(1) and (a)(2), respectively, of this section. The parties agree that the terms “SPI” and “across-the-

board” specifically exclude any and all other types of wage increases, such as, without limitation, any of the following: a wage adjustment for an individual employee; a wage adjustment based on a promotion; a wage adjustment based on a position reclassification; a wage adjustment based on a progression; a wage adjustment to any employee with an individual contract; a wage adjustment made to any group of employees that is not an entire bargaining unit; any wage adjustment that is not voluntarily offered by the City; any adjustment made under a High Performance Government Initiative as adopted by the Mayor; any wage adjustment made via a departmental reorganization; any wage adjustment awarded via interest arbitration or an election on last best offers; any wage adjustment awarded via grievance arbitration; or any wage adjustment made via another unit “buying” an SPI or other increase by giving up another benefit or benefits, or otherwise funding it within the existing departmental budget.

- (c) If an across-the-board or SPI increase is awarded to another bargaining unit via the contract resolution process applicable to that bargaining unit, the parties agree to reopen negotiations on the issue of wages only within 30 days after the resolution of that bargaining unit’s collective bargaining agreement.

ARTICLE 44 – HEALTH AND SAFETY

Section 44.1 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, as specified in the Safety and Health Manual of the City of Tulsa.

Section 44.2 All unsafe or unhealthful working conditions shall be reported to the supervisor. The supervisor may request the aid of safety personnel in making assessments of hazards and remedies if desirable and necessary. The employee is to perform work in a safe manner and management is to see that the work place is reasonably safe and healthful. The City will promptly investigate all accidents/incidents involving employees, and take prompt remedial or corrective actions to remedy such events, including potential discipline to employees. Employees are expected to cooperate fully in the investigation of such accidents/incidents.

Section 44.3 No person shall discharge or in any manner restrain, coerce, threaten or discriminate against an employee for well intended reporting of unsafe or unhealthful conditions. If an employee believes sufficient remedy has not taken place in response to his/her request, the matter may then be entered as a written grievance in Step Two (2) of the grievance procedure within five working days of the conclusion of the department’s investigation. If the grievance remains unresolved, it may be appealed to Step Three (3) of the grievance procedure. Safety and Health grievances may not be appealed to arbitration.

Section 44.4 The City and the Union recognize that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City and the Union agree that substance abuse in the workplace may represent a threat to personnel

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

Section 44.5 An EC Safety Committee shall be established as part of the Labor-Management Relations Committee. During the regularly scheduled meetings, the Committee shall review EC safety and health initiatives, training efforts, and policies and may thereafter recommend or propose any safety program changes.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this 3rd day of December, 2009.

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

By: Bill Roland
President

Shawn Arrington
Bargaining Committee Member

Bargaining Committee:
Bill Roland
Shawn Arrington
Ron Martin
Michelle Surratt

CITY OF TULSA, OKLAHOMA,
a municipal corporation



By: Kathy M...
Mayor

Loni B...
City Clerk

Bargaining Committee:
Tony Puckett
Gerald Bender
Joyce Powell
Jerrold Hoffman
John Hampton
Ken White

Approved: [Signature]
City Attorney

APPENDIX A-1 EMERGENCY COMMUNICATIONS (EC) PAY SCHEDULE
EFFECTIVE JULY 1, 2009

Grade/Step	C	D	E	F	G	H	I	J	K	L	M	N	O
EC-00													
Annual	19,934.71	20,732.10	21,561.38	22,423.84	23,320.79	24,253.62	25,223.77	26,232.72	27,282.03	28,373.31	29,508.24	30,688.57	31,916.11
Monthly	1,661.23	1,727.67	1,796.78	1,868.65	1,943.40	2,021.14	2,101.98	2,186.06	2,273.50	2,364.44	2,459.02	2,557.38	2,659.68
Semi-Monthly	830.61	863.84	898.39	934.33	971.70	1010.57	1050.99	1093.03	1136.75	1182.22	1229.51	1278.69	1329.84
Hourly (40)	9.58	9.97	10.37	10.78	11.21	11.66	12.13	12.61	13.12	13.64	14.19	14.75	15.34
EC-01													
Annual	24,918.38	25,915.12	26,951.72	28,029.79	29,150.98	30,317.02	31,529.70	32,790.89	34,102.52	35,466.62	36,885.29	38,360.70	39,895.13
Monthly	2,076.53	2,159.59	2,245.98	2,335.82	2,429.25	2,526.42	2,627.48	2,732.57	2,841.88	2,955.55	3,073.77	3,196.73	3,324.59
Semi-Monthly	1038.27	1079.80	1122.99	1167.91	1214.62	1263.21	1313.74	1366.29	1420.94	1477.78	1536.89	1598.36	1662.30
Hourly (40)	11.98	12.46	12.96	13.48	14.01	14.58	15.16	15.76	16.40	17.05	17.73	18.44	19.18
EC-02													
Annual	26,164.30	27,210.87	28,299.31	29,431.28	30,608.53	31,832.87	33,106.19	34,430.43	35,807.65	37,239.96	38,729.56	40,278.74	41,889.89
Monthly	2,180.36	2,267.57	2,358.28	2,452.61	2,550.71	2,652.74	2,758.85	2,869.20	2,983.97	3,103.33	3,227.46	3,356.56	3,490.82
Semi-Monthly	1090.18	1133.79	1179.14	1226.30	1275.36	1326.37	1379.42	1434.60	1491.99	1551.66	1613.73	1678.28	1745.41
Hourly (40)	12.58	13.08	13.61	14.15	14.72	15.30	15.92	16.55	17.22	17.90	18.62	19.36	20.14
EC-03													
Annual	29,463.26	30,641.79	31,867.46	33,142.16	34,467.85	35,846.56	37,280.42	38,771.64	40,322.51	41,935.41	43,612.82	45,357.34	47,171.63
Monthly	2,455.27	2,553.48	2,655.62	2,761.85	2,872.32	2,987.21	3,106.70	3,230.97	3,360.21	3,494.62	3,634.40	3,779.78	3,930.97
Semi-Monthly	1227.64	1276.74	1327.81	1380.92	1436.16	1493.61	1553.35	1615.49	1680.10	1747.31	1817.20	1889.89	1965.48
Hourly (40)	14.17	14.73	15.32	15.93	16.57	17.23	17.92	18.64	19.39	20.16	20.97	21.81	22.68
EC-04													
Annual	31,801.26	33,073.31	34,396.24	35,772.09	37,202.98	38,691.10	40,238.74	41,848.29	43,522.22	45,263.11	47,073.63	48,956.58	50,914.84
Monthly	2,650.11	2,756.11	2,866.35	2,981.01	3,100.25	3,224.26	3,353.23	3,487.36	3,626.85	3,771.93	3,922.80	4,079.71	4,242.90
Semi-Monthly	1325.05	1378.05	1433.18	1490.50	1550.12	1612.13	1676.61	1743.68	1813.43	1885.96	1961.40	2039.86	2121.45
Hourly (40)	15.29	15.90	16.54	17.20	17.89	18.60	19.35	20.12	20.92	21.76	22.63	23.54	24.48

APPENDIX B – 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.

APPENDIX B – WORK RULES FOR PERSONAL CONDUCT (Continued)

- 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.

APPENDIX B – WORK RULES FOR PERSONAL CONDUCT (Continued)

- 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 Personnel Policy and Procedures Manual regarding political activity (see Section 801, Political Activities).
- R-39 Violation of any provision of the Personnel Policy and Procedures 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.

APPENDIX B – WORK RULES FOR PERSONAL CONDUCT (Continued)

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 C – 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 full-time Employees shall be included in the terms of this Agreement. Temporary, part time or seasonal Employees shall not be included in the terms of this Agreement.

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

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

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

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) – An annual increase in pay involving movement from one pay step to the next pay step within the same grade level and requiring at least a proficient performance rating. Individuals rated inadequate are ineligible for an SPI.

APPENDIX D

10 HOUR SHIFT PILOT PROGRAM **PUBLIC SAFETY COMMUNICATIONS EMPLOYEES**

Effective January 3, 2010, the normal workweek shall consist of four (4), consecutive workdays of ten (10) work hours, for PSC Employees released to the floor in an operational function. The normal workweek shall consist of seven (7) consecutive, 24-hour periods commencing at 11:00 p.m. each Saturday. The 10-hour shift schedule shall be implemented for a six (6) month trial period. Upon expiration of the six (6) month period, management may, at its discretion, choose to continue, modify, or discontinue the 10-hour shift schedule.

SHIFT SCHEDULE:

The 10-hour shift schedule, including a one (1) hour lunch break, shall be established as follows:

- 2300-1000 hours
- 0300-1400 hours
- 0700-1800 hours
- 1100-2200 hours
- 1500-0200 hours
- 1900-0600 hours

The shift assignments determined in September 2009 shall become effective on January 3, 2010.

As an Employee completes their initial training (academy and on the job training phases) and are released he/she will be assigned a shift and days off. Assignments will be determined by staffing needs. Management will determine the shift and shift length for Employees while in their initial training.

OVERTIME:

An Employee shall be assigned two (2) days per workweek when he/she may be assigned mandatory overtime for an additional two (2) hours after his/her shift, and during one (1) week out of every four (4) weeks an Employee may be assigned one (1) additional day of mandatory overtime for an additional two (2) hours after his/her shift. An Employee normally will not be placed on stand-by prior to the start of his/her shift. An Employee will not be subject to no show-no go during this Pilot Program.

ELECTIVE AND SEMI-ANNUAL LEAVE:

A minimum of one (1) Employee per shift shall be allowed elective or semi-annual leave per day. To allow Employees a reasonable amount of leave time, supervisors and management will coordinate to approve leave requests without unnecessarily hampering operations. Semi-Annual leave requests approved prior to January 3, 2010 for the time frame of the second Sunday in

January through the last Saturday in June shall remain in effect. The 10-Hour Pilot Program will not change any monthly leave accruals.

The provisions of this Appendix shall supersede any Sections of the Agreement that may be in conflict with it. References within the Agreement to five consecutive workdays shall be considered equivalent to forty consecutive work hours after the effective date of this Appendix.