

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TULSA, EMPLOYER

AND

I.A.F.F. LOCAL NO. 176, BARGAINING UNIT

WHEREAS, the City of Tulsa ("City") and the IAFF Local No. 176 ("Local") (collectively "the Parties") have met for the purposes of discussing ways for the Local and City to cooperatively address the City's continuing severe financial condition and the retention of firefighters and these discussions resulted in the following agreement; and

WHEREAS, the Parties agree to address the City's severe financial condition and to eliminate firefighter layoffs, as is specified herein, upon approval of the Local and the Mayor of the City, the terms of which will be in effect for the balance of FY 2010; and

WHEREAS, the Collective Bargaining Agreement (CBA) approved by the Parties for FY 2010 including the Appendix D Memorandum of Understanding will remain in effect for the balance of FY 2010, except as modified by this Memorandum of Understanding (MOU), and in which case this MOU will supersede; and

WHEREAS, the Parties therefore agree as follows:

- 1) Effective February 1, 2010 the Local shall temporarily forgive a portion of the City's obligation to the Tulsa Fire Fighters Health and Welfare Trust ("Trust") by reducing the City's contribution to the Trust by \$152 per pay period for each employee which is equivalent to a 5.2% reduction in overall personnel costs, except as may be modified by Section 4 contained herein.
- 2) The Fire Department's reorganization as described in Appendix D, subsection 3 of the FY 2010 CBA will be revised to include elimination of a Deputy Chief (FD07), One Chief Officer (FD05), and the LMC Coordinator (FD03) positions. All other provisions of subsection 3 shall remain in effect. As of June 30, 2010 the authorized strength for FD-03 positions will become 139. Any vacancies within the Captain (FD-03) rank that occur from the executed date of this memorandum forward will not be filled until the authorized strength of 139 for the Captain rank is met.
- 3) The Parties agree that Administrative Operating Procedure (AOP) 218.4 shall be amended so that a maximum of five (5) firefighters per district/shift (excluding Airport and Hazmat) will be permitted to be on vacation. However

the districts which previously were allowed six members off on vacation will be allowed to grant six members off on vacation as long as it does not result in call back overtime per the Assistant Chief of Field Operations.

- 4) In the event an alternate funding source designated for Fire Department personnel costs is established, revenues earmarked and received for the Fire Department will first be applied toward restoration of each fire fighter's contribution to the Trust referenced in paragraph 1 herein (5.2% reduction in personnel costs).

For example, including but not limited to, in the event that a surcharge is added to the City's utility bills for the purposes of funding Fire Department personnel costs, and it is legal within the parameters set forth in the establishment of said surcharge, revenues earmarked and received for the Fire Department will first be applied toward complete restoration of the City's contribution to the Trust. Under the circumstances described above, such restoration may, if allowed under the terms of the establishment of the surcharge, be restored incrementally if revenues are not sufficient to immediately restore the full 5.2% reduction. Implementation of incremental restoration will occur on a proportionate basis in the event an alternate revenue/funding source is created and that source is projected to recover less than the 5.2% savings.

To implement the proportionate restoration, the City will provide the Local with an estimated annualized revenue projection for said revenue source and one month of actual revenues received will be used to verify projections at which point the incremental restoration will be implemented as noted below.

Though including, but not limited to the following, an example of the above is as follows:

If the 5.2% reduction saves \$2.4 million on an annual basis and the new revenue is projected to raise \$1.2 million on an annual basis, the Trust contribution reduction would be 2.6%.

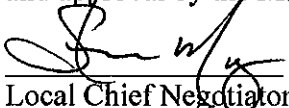
\$1.2 million is one half of \$2.4 million;
2.6% is one half of 5.2%

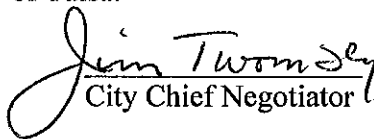
The initiation of the restoration of Trust contributions would occur no sooner than 30 days or no later than 60 days after the initial receipt of revenues received as a result of the alternate funding source designated for the Fire Department; provided that transfers to the General Fund have been accomplished; funds have been budgeted and appropriated; and all other related City policies and ordinances have been complied with.

- 5) The Parties agree to an amendment of AOP 309 (Vehicle Use Policy) to restrict use of take home vehicles to those employees residing within Tulsa city limits (309.3) and to modify the conducting of vehicle inspections to the discretion of the Section Chief (309.6).
- 6) The Parties agree that for the period of this MOU the Department will implement and apply a pilot program for drive cam usage which utilizes only a forward facing camera with no audio. The parties acknowledge this portion of the MOU is agreed to via these discussions and without prejudice to either party's position related to future/continued implementation/use of drive cam technology.
- 7) The parties agree that the contract for FY 10-11 will establish the compensation for FY 10-11, therefore the provisions of 9.6 are not applicable and need not be complied with during FY 09-10.
- 8) The Parties agree that if the City and the Fraternal Order Police (FOP) Lodge 93 reach an agreement (MOU or contract) that is ratified by the Lodge related to the City's current severe financial condition and the City's agreement with the FOP results in personnel cost reductions of less than 5.2% then in such case the City agrees that it will match the FOP's personnel cost reduction for members of IAFF Local 176, and the remainder of this agreement will still be administered as described and subject to all relevant paragraphs above.

THEREFORE BE IT RESOLVED, the Parties agree to the all provisions listed above.

Tentatively agreed to by the parties' chief negotiators subject to ratification by the Local and approval by the Mayor of the City of Tulsa.

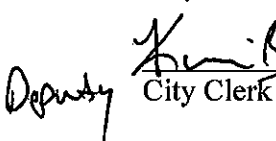

Local Chief Negotiator


City Chief Negotiator

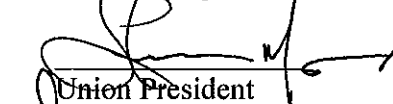
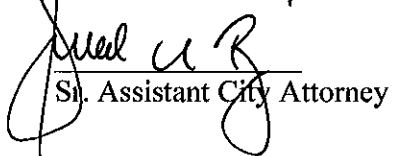
Approved


Mayor Date 2/2/2010

Deputy


City Clerk

Approved upon ratification


Union President

St. Assistant City Attorney

