

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 negotiating ways for the Local and City to cooperatively address the City's continuing severe financial condition and the retention of firefighters; 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 FY 2011; and

WHEREAS, the CBA approved by the Parties for FY 2010 will remain in effect for FY 2011, except as modified by this MOU, and in which case this MOU will supersede; and

WHEREAS, the Parties therefore agree as follows:

- 1) For FY 2010-2011, 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 5 contained herein.
- 2) The parties agree that the City's obligation for the 3% pension pick-up in Article 9, Section 9.8 will continue to be temporarily forgiven for FY 2011 as described in subsection 6 of Appendix D of the FY 2010 CBA.
- 3) In exchange for the continued 3% pension pick-up as described in Subsection 2 above and in lieu of firefighter furloughs, effective July 1, 2010, firefighters who work 27-day work periods shall be credited with 3.5 shifts of Annual Leave. Firefighters who work 7-day work periods shall be credited with eight (8) days of annual leave, which shall be taken per the City furlough schedule (if applicable), unless designated otherwise by the Fire Chief. The City agrees to temporarily increase the maximum Annual Leave accrual amounts in Article 16, Section 16.3 by 144 hours until December 31, 2013.
- 4) In conjunction with the Fire Department's reorganization implemented in FY 2010, two additional, two-person EMS squads will be implemented on July 1, 2010 and one additional, two-person EMS squad will be implemented on July 1, 2011. During fiscal year 2012, the Fire Department shall conduct a study to determine if additional two-person EMS squads shall be implemented during the 2012 calendar year.
- 5) 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 firefighter'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%

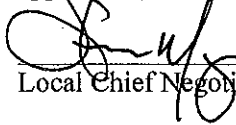
The initiation of the restoration of Trust contributions would occur no sooner than 30 days or no later than 60 days after the initial receipt of revenues received as a result of the alternate funding source designated for the Fire Department; provided that transfers to the General Fund have been accomplished;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

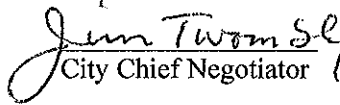
- 6) The Parties agree that the City will perform a budget projection analysis on or about January 15, 2011. If General Fund revenues are projected to rise in the first six months of FY 2011 to the extent that said budget projections demonstrate General Fund revenues could potentially increase to an annualized \$244 million for FY 2011, the CBA will be reopened to negotiate Appendix A (Firefighter Pay Schedule) of the FY 2011 CBA.
- 7) The Local will continue to forgive the City's Article 14 obligation for clothing allowance and fitness apparel in FY 2011. The City will institute a quartermaster or vendor system for uniform and fitness apparel. In the event such system is determined by the Fire Chief not to be feasible, the provisions of Article 14 shall be restored in FY 2012.

- 8) The Local will temporarily forgive for the period controlled by this MOU, the City's Article 30, Section 30.4, obligation for a fitness incentive (pay or additional hours off) for attainment of the excellent incentive level. In return for forgiving the fitness incentive, the City will allow eligible firefighters to move to the next step on June 30, 2011. There will be no other SPI movements during FY 2011.
- 9) The Parties agree to an amendment of AOP 235.1 to reflect a constant manning level of 142 field personnel.
- 10) 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.
- 11) Effective July 1, 2010 calendar dates set out in Articles 9.1, 9.6, 39.1 and Appendix A shall be updated to reflect the current fiscal year (FY 10-11).
- 12) 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.
- 13) The Parties agree if the City of Tulsa does not appropriate adequate and sufficient funds to fund the economic provisions hereof and these provisions are declared null and void per provisions of Article 39, Section 1 of the CBA, then the terms of this Memorandum of Understanding will also be null and void and open for negotiations along with the economic provisions of the CBA.

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.

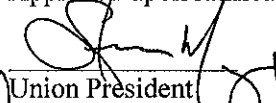

Local Chief Negotiator

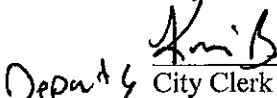

City Chief Negotiator

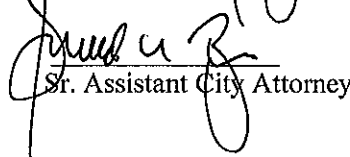
Approved

 2/2/2010
Mayor Date

Approved upon ratification


Union President


Deputy City Clerk


Sr. Assistant City Attorney

