

**AGREEMENT**

**BETWEEN THE**

**CITY OF TULSA**

**AND**

**LOCAL NO. 176**

**OF THE**

**INTERNATIONAL ASSOCIATION**

**OF FIREFIGHTERS**

**JULY 1, 2009 - JUNE 30, 2010**

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## PREAMBLE

This Collective Bargaining Agreement (Agreement), entered into by and between the City of Tulsa, Oklahoma, hereinafter referred to as "Employer," and members of the bargaining unit of the City of Tulsa Fire Department acting by and through its duly authorized bargaining agent, Local No. 176, International Association of Firefighters, hereinafter referred to as "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 said Employees, covered by this Agreement; and the efficient and economical operation of the Tulsa Fire Department; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 - RECOGNITION

**Section 1.1** Employer recognizes Union as the exclusive bargaining agent for all employees "Employees" of the Tulsa Fire Department except:

1. Cadet Firefighters, Cadet shall be defined as any employee of the Tulsa Fire Department who has not satisfactorily completed his/her initial phase of training and is currently attending the Tulsa Fire Department Training Academy;
2. Civilian Employees;
3. The Fire Chief; and
4. One Designated Administrative Assistant.

**Section 1.2** A new hire to the Fire Department shall be "on probation" for the twelve (12) months from the time of his/her appointment, i.e. date of hire, per Section 3, Article XI of the 1989 Amended Charter of the City of Tulsa, during which time the new hire may be discharged pursuant to the provisions of Section 3, Article XI, of the 1989 Amended Charter of the City of Tulsa. If discharged, the new hire may appeal the discharge to the Mayor in writing within ten (10) days of the date of discharge. All discipline to a new hire other than discharge may be appealed according to Article 7 of this Agreement.

## ARTICLE 2 - SAVINGS CLAUSE

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

**ARTICLE 3 - DISCRIMINATION**

**Section 3.1** Employer and Union agree not to discriminate against any Employee because of his or her Union activities. Employer and Union also agree that there shall be no discrimination against any Employee in any manner which would violate any applicable law, or because of race, creed, religion, gender, age, national origin, disability, political beliefs, nor status of Union membership.

**Section 3.2** Employer and Union and all its members agree to support and promote the objectives set forth in Employer's Affirmative Action Program established to ensure equal employment opportunity.

**ARTICLE 4 - PREVAILING RIGHTS**

All rules, regulations, fiscal procedures, working conditions, departmental practices, and manner of conducting the operation and administration of the Tulsa Fire Department currently in effect on the effective date of any negotiated agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

**ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities; and the powers or authority which Employer has not officially abridged, delegated, granted or modified by this 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.

Except as may be limited herein, Employer retains the rights in accordance with the 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:

- A. The determination of Fire Department policy including the right to manage the affairs of the Fire Department in all respects;
- B. The right to assign working hours, including overtime;
- C. The right to establish, modify, or change work schedules, manning of apparatus, amount of apparatus in the fleet, etc.;
- D. The right to direct the members of the Fire Department, including the right to hire, promote, or transfer any Employee;
- E. The table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size

of the Fire Department and the determination of job classifications and ranks based upon duties assigned;

- F.** The determination of the safety, health, and property protection measures for the Fire Department;
- G.** The allocation and assignment of work to Employees within the Fire Department;
- H.** The sole judge of the qualifications of applicants and training of new employees;
- I.** The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;
- J.** The establishment and enforcement of Fire Department rules, regulations, and orders;
- K.** The introduction of new, improved, or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;
- L.** The determination of the amount of supervision necessary;
- M.** The control of the departmental budget;
- N.** The right and responsibility to take whatever actions may be necessary to carry out the mission of the City in situations of emergency.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

**Section 6.1** No strikes of any kind shall be caused or sanctioned by Union or Employees.

Union or Employees shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of Employer's function, operation, or service for any reason; nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**Section 7.1** Union may file a grievance concerning the interpretation of any provision, including the prevailing rights, of this Agreement and/or disciplinary action taken against an Employee when a question of just cause exists. All grievances shall be processed through the Union. Removal, demotion, and discharge shall be subject to the grievance procedure or subject to the jurisdiction of the City Council as provided in Article 11 of the Charter of the City of Tulsa as the member shall elect, except for new hires as provided in Article 1, Section 1.2. The

member's election of remedies shall be binding and irrevocable. Grievances under this Agreement shall be processed in accordance with the following:

- Step 1.** The grievance shall be submitted in writing to the Fire Chief or his designee. By virtue of the supervisory capacity in which they serve, Employees holding the rank of District Chief and above may be required to investigate and provide necessary input and recommendations to the Fire Chief in his/her deliberation of first step grievances. The Fire Chief shall submit his/her answer to the Employee in writing, with a copy to be forwarded to the Union within ten (10) calendar days after receipt of the grievance.
- Step 2.** If the grievance remains unresolved, it may be submitted to the Human Resources Director of the City in writing within ten (10) calendar days of receipt of the written answer from the Fire Chief. Within ten (10) calendar days after receipt of the grievance, the Human Resources Director or his/her designee and appropriate supervisory representatives of the Fire Department shall meet with three (3) members of Union Grievance Committee in an attempt to resolve the grievance. The Human Resources Director or his/her designee shall submit Employer's answer in writing to the Grievance Committee within ten (10) calendar days after such meeting.

**Section 7.2** If the grievance is unresolved after receipt of Employer's answer in Step 2, Union may request in writing within ten (10) calendar days that the grievance be submitted to impartial arbitration. Prior to arbitration, the parties may mutually agree to utilize mediation to attempt to resolve the grievance.

**Section 7.3** No matter shall be entertained as a grievance hereunder unless it is raised as such within twenty (20) calendar days after the occurrence of the event or after the Employee becomes aware of or reasonably should have been aware of the event giving rise to the grievance.

**Section 7.4** 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 a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. Likewise, failure to respond to a grievance by the appropriate Employer agent within the prescribed time limits shall allow Union or grieving member to automatically move the grievance to the next step.

**Section 7.5** Within ten (10) calendar days from receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, unless the parties can mutually agree upon an arbitrator to hear the dispute.

**Section 7.6** Within ten (10) calendar days from receipt of such panel, a representative of Union and Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. Employer shall strike the list first in even years, Union shall strike the list first in odd years.

**Section 7.7** Within ten (10) calendar days the Federal Mediation and Conciliation Service and the arbitrator selected shall be notified. The date for the arbitration hearing shall be set within twenty (20) calendar days from the date of such notification to the arbitrator.

**Section 7.8** The parties may mutually agree or the arbitrator may allow briefs upon an oral motion of one party and the arbitrator determines that written briefs would be important to the disposition of the case. The arbitrator shall have twenty (20) calendar days after the hearing is concluded, or receipt of briefs, to render his/her award and findings of fact.

**Section 7.9** 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 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.

**Section 7.10** 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 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.

**Section 7.11** 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. This Section shall not apply to the judicial enforcement of an arbitration award.

**Section 7.12** The cost and expenses incurred by the impartial arbitrators shall be shared equally by Union and Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

**Section 7.13** Two (2) representatives from Union and the grieving Employee may be present at the arbitration hearing without loss of pay for time spent in arbitration if the hearing is scheduled during the Employee's normal work period.

**Section 7.14** All issues in a particular arbitration, including issues relating to arbitrability, shall be heard in a single hearing. If additional information becomes available that could affect the second step decision, the parties agree to meet and discuss such information prior to arbitration.

**Section 7.15** When an Employee receives written notification of disciplinary action that would result in a monetary loss to the Employee, or the Employee elects the grievance procedure in the instances of removal, demotion or discharge, the Employee or Union shall have twenty (20) calendar days to grieve the action and the grievance will be filed at Step 2 of this procedure. The Human Resources Director or his/her designee shall conduct a hearing as set forth in Step 2 within ten (10) calendar days of receipt of the grievance and shall issue a written answer within ten (10) calendar days of the hearing.

## **ARTICLE 8 - DUES DEDUCTION**

**Section 8.1** Employer agrees to make payroll deductions of Union dues from the paychecks of dues-paying members of Union who have signed and have on file with Employer a voluntary, effective, authorized, and approved Union dues payroll deduction card.

**Section 8.2** In the event Union dues (or special assessment fee) are increased in accordance with the Union constitution and bylaws, Union shall notify Employer of such increase thirty (30) days in advance of the effective date of said increases in dues.

**Section 8.3** The payroll deduction shall be revocable by the Employee notifying City Payroll in writing. Union shall be notified by City Payroll within five (5) business days of receipt of notification of any revocation.

**Section 8.4** The Employer agrees to make payroll deductions of an IAFF payroll assessment fee in addition to those provided in Section 8.1 from the paychecks of dues-paying members of the Union. The assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized and approved payroll deduction card. The special assessment shall be revocable by the Employee notifying Employer in writing. The Union shall be notified of any revocation.

**Section 8.5** Union shall indemnify, defend, and hold Employer harmless against any claims made and against any suits instituted against Employer on account of payroll deduction of Union dues and payroll assessments per Section 8.4 above.

## **ARTICLE 9 – WAGES**

**Section 9.1** Effective July 1, 2009, all Employees shall be placed on the FY 09-10 pay chart (Appendix A) at the same pay grade and step placement they had on June 30, 2009. All Employees shall retain their previous S.P.I. dates and be eligible for any remaining and available step increases within their rank on their appropriate S.P.I. dates as previously established.

**Section 9.2** New FD-01 Employees shall be eligible for the C step of the pay chart upon assignment to field operations. Thereafter, FD-01 C step Employees shall be eligible for a S.P.I. increase to the next highest pay step after a period of at least six (6) months within the C step or after attainment of any higher FD-01 pay step, if and only if they have gained Relief Driver Certification for the first time. FD-01 Employees failing to achieve Relief Driver Certification, shall top out within the FD-01 rank at the L step of the pay chart. These Employees shall be ineligible for any further increases without obtaining Relief Driver Certification. Employees shall normally be eligible for S.P.I. increases upon completion of twelve (12) months within any pay step.

**Section 9.3** Employees who are promoted to a higher pay grade shall be placed in new pay grade one pay step lower than the previous pay step. Such advancement will provide at least a five percent (5%) increase in their monthly base pay unless at the top of the range. Employees assigned to an FD-04 position shall be paid at the lowest step which provides an increase of at

least five percent (5%) per month over their previous base pay. The parties agree a 5% differential shall be maintained between FD-03 M-Step and FD-04 M-Step. Upon promotion, Employees shall maintain their current SPI dates and shall be eligible for any available SPI movements on that date, regardless of the date of the Employee's (last) promotion. The parties agree base pay shall be considered to include any step increase gained by Relief Driver Certification as an FD-01.

#### **Section 9.4**

- A. The parties agree that a "market comparison approach" with an agreed upon universe of cities shall be used as one of the primary factors to determine appropriate wage levels for Employees per the provisions of 11 O.S. 51-109. In conjunction with this market approach, the parties have agreed to utilize a City of Tulsa wage comparison with market City wages which shall include: a review of minimum and maximum pay step rates by rank, a review of the weighted average pay rates actually paid to market city's Fire personnel by rank, the number of pay steps and pay step movements utilized by market Cities, the cost of living within the other market cities as compared with the City of Tulsa, a review of any special pay practices such as non-utilized steps or unusual pay step movements which may appear in market pay schedules, and a review of any additional benefit dollars which may have been combined into and included within market city pay schedules.
  
- B. This "market approach" should not be prospectively applied so as to mechanically dictate a particular wage level; the unique characteristics of the City of Tulsa, including, but not limited to, available and projected revenues, must remain crucial ingredients in the determination of a proper and reasonable level of wages and benefits for Firefighter personnel.

**Section 9.5** The universe of cities used to determine the market for FY 10-11 shall be: Austin, TX; Fort Worth, TX; Kansas City, MO; Tucson, AZ; Nashville, TN; Omaha, NE; St. Louis, MO; Oklahoma City, OK; Wichita, KS; and Dallas, TX. Upon mutual consent, the universe of cities may be expanded or modified. Implementation of wage scale adjustments based on the market review as well as other pertinent compensation factors is predicated on the City's ability to pay and appropriated revenues.

**Section 9.6** The parties agree that following a survey of the agreed to universe of cities to be conducted prior to March 1, 2010 by the City with the assistance of the Bargaining Agent, the parties will meet and confer to determine the relative standing of each job classification within the Bargaining Unit as reflected in the universe for the purpose of determining one of the guidelines for any (appropriate) adjustments in compensation and benefits.

**Section 9.7** The parties agree that following implementation of the FY 08-09 collective bargaining agreement and prior to January 1, 2009, a joint review of the survey cities and towns, market language, and overall survey methodologies utilized by the parties for purposes of

comparisons of wages, benefits, and working conditions will be explored to determine whether more appropriate or efficient approaches exist.

**Section 9.8** The Employer shall pay three percent (3%) of each Employee's pension system obligation to the Oklahoma Firefighter Pension and Retirement System (OFPRS). It is understood this 3% will reduce the contributions for Employees from the normal pension contribution paid by each Employee under State statutory requirements. The parties understand and agree that all future wage surveys shall include an adjustment of the Employees' market wage position to reflect the City's 3% OFPRS contribution which shall be added to and considered as a part of base wage for all pay steps and average wage comparisons. All Employees in "Plan B" shall receive a 2.3% monthly retirement stipend based on the Employee's current monthly base wages.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

### **Section 10.1** Work Schedules

- A.** Fire Suppression Employees: Effective July 1, 1997, under the 207(k) exemption of the Fair Labor Standards Act, the work period for all Employees assigned to a 24 hour shift schedule is established as a twenty-seven (27) day work cycle. The work schedule for Employees whose primary duties involve fire suppression and the delivery of other emergency services shall be a twenty-four (24) hour tour of duty, followed by forty-eight (48) hours off-duty. Each fire suppression Employee shall receive an Hours Reduction Shift (HRS) in accordance with the current HRS Schedule and be off duty for one twenty-four (24) hour shift during each fourteen (14) shift HRS cycle which results in a fluctuating number of hours worked within a given work period.
- B.** When a vacancy occurs in a FD-01 Employee's Hours Reduction Shift (HRS) position, the most senior time in service FD-01 Employee assigned to the apparatus shall have the option to select the open/vacant HRS position in his/her apparatus assignment. This option will not allow a less senior FD-01 Employee currently assigned to an apparatus to be moved from his/her existing HRS assignment.
- C.** An Hours Reduction Shift (HRS) within the same HRS cycle may be temporarily moved for personal reasons at the Employee's option within the HRS cycle by mutual agreement of the Employee and his/her District Chief. The request shall be communicated through the Employee's chain of command.
- D.** Administrative, Specialized and Other Employees: The work schedule for administrative, specialized and other non-fire suppression Employees shall consist of established and regularly recurring tours of duty normally constituting forty (40) hours of work within a seven (7) day work period.

### **Section 10.2** Computation of Overtime

- A. Statutory Overtime: Time worked by any fire suppression Employee assigned to work a twenty-four (24) hour shift schedule in excess of one hundred ninety-two (192) hours when an “Hours Reduction” shift occurs or in excess of two hundred twelve (212) hours when no “Hours Reduction” shift occurs within a twenty seven (27) day work period shall be compensated at time and one-half the Employee’s regular rate of pay. Time spent on paid leave except compensatory time shall count as hours worked for the purpose of computing overtime under this section 10.2.A.
- B. Shift Overtime: Time worked by any Employee in excess of a scheduled tour of duty shall be counted toward the total hours worked in a work period in computing overtime, except that work time expended for voluntary relief or voluntary holdover time at the end of a tour of duty (short term duty exchange), shall not be considered overtime. Time spent on paid leave except compensatory time shall count as hours worked for the purpose of computing overtime under this section 10.2.B.
- C. There shall be no pyramiding of overtime.

**Section 10.3** Compensation of Overtime

- A. Fire suppression Employees working a twenty-four (24) hour shift schedule shall be compensated in accordance with the requirements for overtime as established by the 207(k) provisions of the FLSA as amended and in accordance with Section 10.2 (A) and (B) above. Compensation for overtime hours worked shall be calculated on a half-time basis in accordance with 29 C.F.R. Sec 778.114, except as provided in Section 10.8 of this Article.
- B. The rate used for computing overtime compensation for twenty-four (24) hour shift Employees shall be based on Appendix A of this Agreement. The half time method is computed as follows:
  1. Work Period Salary = Annual Salary / Number of Work Periods
  2. Regular Rate = Work Period Salary / Number of Hours Worked
  3. Half-Time Premium = Regular Rate X 1/2
  4. Half-Time Pay = Half-Time Premium X number of hours worked between 204 and 212 hours inclusive.
- C. Administrative, specialized and other exempt salaried non-fire suppression Employees shall be compensated at a premium rate of time and one-half the Employee’s straight time pay or by the accrual of compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each one (1) hour of overtime worked. The hourly rate for computing overtime compensation for these employees shall be based on Appendix A of this Agreement.

**Section 10.4** Employees eligible to accrue compensatory time shall advise the Chief of the Fire Department or his/her designee, within seven (7) calendar days after overtime is worked of their desire to be compensated in cash or by accrual of compensatory time as described in Section 10.3.C of this Article.

**Section 10.5** Employees working a seven (7) day work period may accrue a maximum of forty (40) hours of compensatory time off. Employees working a twenty-seven (27) day work period may accrue a maximum of forty-eight (48) hours of compensatory time off. Upon reaching the maximum accrual, all subsequent overtime work shall be compensated in pay at the rate of time and one-half the Employee's straight-time pay. Upon expenditure of compensatory time which decreases the amount of accrued compensatory time off to an amount which is less than the forty (40) or forty-eight (48) hours maximum, as applicable, overtime work may be compensated by the accrual of compensatory time until the forty (40) or forty-eight (48) hour maximum limit, as applicable, is reached.

**Section 10.6** The granting of compensatory time off shall be made by the Chief of the Fire Department, or his/her designee, subject to the provision that the granting of compensatory time off shall be done at such a time which will not detrimentally affect the operation of the Fire Department.

**Section 10.7** Time spent on activities related to the Fire Department Personnel Committee shall be compensated. Employees shall suffer no loss in pay when Personnel Committee activities are scheduled during the Employees' regular work hours. Fire Department Personnel Committee members who are otherwise eligible for overtime, shall be compensated in pay or compensatory time at the rate of one and one-half (1 1/2) hours for every one (1) hour worked while testing and performing related duties outside their regularly assigned work hours.

**Section 10.8** Employees assigned to a twenty-four (24) hour shift schedule who have been relieved from duty and have left the work premises and are subsequently called in for unscheduled overtime work shall be compensated for the number of hours actually worked at the work site, but in no event shall such time be less than three (3) hours to be paid at a rate of time and one-half the Employee's straight time hourly rate. Non-fire suppression Employees shall receive a minimum of two (2) hours of overtime when assigned to work overtime based on such recall, to be paid at a rate of time and one-half the Employee's straight time hourly rate. Overtime work shall be rounded to the nearest one-quarter (1/4) hour, such that any time worked which cannot be evenly divided by 15 shall be dropped.

**Section 10.9** When possible, Employees will be required to expend compensatory time prior to termination. In the event that all compensatory time has not been expended at termination, Employees shall be paid for accrued compensatory time off to a maximum of forty (40) hours, at their final regular rate of pay at the time of termination.

**Section 10.10** Employees in the classification of District Chief, FD-05, are included in the overtime provisions of the FLSA 207K exemption and are entitled to overtime compensation as described in Section 10.3 A and 10.3 B. Employees in the classification of Assistant Chief, FD-O6, and above shall be excluded from all the overtime provisions of this Article except when recalled to

an emergency as determined by the Fire Chief. When recalled for emergency, those Employees shall receive overtime at a straight time rate.

**Section 10.11** Employees in the FD-06 pay grade and above shall not be eligible for overtime compensation. It is recognized that such Employees normally will devote more work time than their regularly scheduled hours and that their effectiveness is measured by attainment of established goals and objectives rather than by expenditure of time and effort. Due to this, necessary time off may be granted by the Fire Chief for personal business as the work situations permit, and upon consideration of the Employee's effectiveness in carrying out assigned responsibilities.

**Section 10.12** Employees within FD-04 Fire Investigator should refer to the MOU dated January 29, 2002 that provides certain specific and controlling terms and conditions of employment related to those jobs (not directly reflected within the language of this Agreement).

### **ARTICLE 11 - EDUCATIONAL AND LANGUAGE INCENTIVE**

**Section 11.1** Educational Incentive Pay shall be paid to Employees certified as meeting the following requirements and in accordance with the following conditions:

<b><u>Education</u></b>	<b><u>Required Course Work</u></b>	<b><u>Incentive Pay</u></b>
Associates Degree or at least sixty college hours	6 hrs/English Composition; 3 hrs/American History or Political Science	\$50 per month
Bachelors Degree or at least one hundred twenty-four college hours including at least forty (40) hours of upper division course work	6 hrs/English Composition; 6 hrs/American History or Political Science	\$100 per month

**Section 11.2** It is understood that the incentives provided in Section 11.1 above are not cumulative.

**Section 11.3** Requests for educational incentive shall be submitted to the Fire Chief or his/her designee following the completion of course work or after graduation from the Fire Academy. The effective date of the proposed increase shall be the beginning of the payroll period immediately following approval of the increase by the Fire Chief or his/her designee. To qualify for education incentive pay, Employees must have satisfactorily completed (C average, overall G.P.A. or equivalent) the prescribed hours or degree requirements as set forth within 11.1 herein, at an accredited college or university as recognized by the Oklahoma State Board of Regents.

**Section 11.4** Employees may be granted semester length educational leave with pay to attend courses at local accredited institutions provided the following conditions are met:

1. Such leave shall not require more than three (3) hours away from the job in any one day, nor more than six (6) hours in any one week.
2. The specific course work is not available at any other time or institution which would allow the Employee to participate outside normal working hours.
3. Such leave shall be subject to approval by the Fire Chief who may, at his discretion, require full or partial makeup of time spent away from the job. Education leave guidelines shall be established by the Fire Chief with input from the Union and shall be administered in a fair and consistent manner. It is understood granting of such leave shall not impede the operations of the Fire Department.

**Section 11.5** Employees who show satisfactory completion of language proficiency as developed through the Labor /Management Committee and approved by the Mayor, shall be eligible for a monthly second language incentive of fifty dollars (\$50) per month.

**Section 11.6** Second language incentive pay shall be available for Hispanic, Vietnamese and Sign Language proficiencies. Second language incentive pay shall be cumulative. Employees shall receive the second language incentive effective the beginning of the pay period following the successful completion of the language proficiency process.

**Section 11.7** Education and language incentive pay shall be in addition to other pay received by the Employee. An Employee shall only receive the specific amount shown for the Employee's highest educational or language attainment which qualifies for incentive pay as defined in this article.

## **ARTICLE 12 - CERTIFICATION REQUIREMENTS**

**Section 12.1** In conjunction with the duties prescribed in the Rules and Regulations for the government of the Tulsa Fire Department the following provisions shall apply for certification of Employees to work outside their normal job classification:

1. Employees in pay grade FD-01 who successfully complete the criteria as prescribed by the Tulsa Fire Department Training Division for Relief Fire Equipment Operator and the requirements within Article 9 - Wages, shall receive a one-step pay increase up to the maximum of the "L" step and be issued a five (5) year certificate. Employees achieving such certification after reaching the "L" step shall not receive the one step increase and shall only advance to higher steps after completion of twelve (12) months within any pay step. Qualification as Relief Fire Equipment Operator shall entitle Employee to participate in the Fire Equipment Operator promotion exam provided the prescribed longevity has been obtained.

2. A Relief Fire Equipment Operator who has not been promoted after a period of five (5) years will be retrained as a Relief Fire Equipment Operator on a five (5) year interval basis. Retraining shall include driving, and pumping/ladder evolutions for the apparatus to which the Employee is assigned.
3. A future Fire Equipment Operator School shall be provided annually for instructional purposes for those Employees who have qualified as Relief Fire Equipment Operator during the previous year. After initial certification is accomplished, certification on additional apparatus shall be accomplished by Employees demonstrating their ability to handle the different apparatus.
4. Employees in the FD-02, FD-03, FD-04, and FD-05 pay grades shall successfully complete the training courses prescribed by the Tulsa Fire Department including the initial 40-hour course appropriate for their promoted rank in accordance with Administrative Operating Procedure 237, Guidelines for Management Skills Training.

**Section 12.2** All sworn Employees within the ranks of FD-01 through FD-05 of the Tulsa Fire Department shall receive training and be certified as First Responders - D under the Oklahoma State Department of Health's First Responder Agency program. Additionally, Employees shall be required to complete the two (2) year certification updates for FR-D and CPR. Employees shall be expected to render aid to citizens in line with all Emergency Medical training and certification requirements. The Fire Department shall provide training and re-certification fees for designated FR-D personnel. Employees holding FR-D certification shall receive an allowance of forty dollars (\$40.00) per month related to that certification. Employees provided or holding E.M.T. training within academy training programs since January 1, 1994 shall be required to maintain E.M.T. certification and receive an allowance of seventy-five dollars (\$75) per month for payment of their total E.M.S. certifications. Other Employees holding E.M.T certification shall be eligible upon application to the Fire Chief to receive an allowance of seventy-five dollars (\$75) per month for payment of their total E.M.S. certification. Such stipend shall not be cumulative as regards the forty dollars (\$40) per month stipend provided to those Employees who hold only the FR-D level certification. The E.M.T stipend is not to be cumulative as regards to other E.M.S stipends provided with Section 12.7. Employees receiving the E.M.T stipend shall be required to maintain E.M.T level certification through appropriate recertification processes.

**Section 12.3** The parties further agree that the City shall make every reasonable attempt to provide and/or make available the quality assurance, continuing support and training that will result in and is required for an efficient and effective EMT program as well as providing similar support to the ALS/Paramedic program. The parties also agree that to facilitate and encourage the efforts of Employees who wish to voluntarily gain EMT, EMT-I and Paramedic level certification, the City and the Union shall cooperatively work to seek establishment, availability and continuation of such training through local accredited college or technical training programs.

**Section 12.4** The Employer shall also provide additional academy level training for Employees volunteering for EMT certification and hired prior to January 1, 1994 who desire to initially

become EMT certified, or to those who need recertification. Such initial EMT training openings shall be made available to these Employees to the extent possible as determined by the Fire Chief and based upon the resources and resource demands impacting the Fire Department and the Training Academy. The following factors in the order listed shall be utilized to determine the selection of volunteers for EMT training: (1) the available number of training openings which can be offered each year, (2) shift assignment (to ensure some consistency in coverage), and (3) seniority.

**Section 12.5** The Employer shall provide for the payment of all levels of EMT certification (including paramedic certification) and re-certification fees for Employees required to possess the certification(s) as part of their job duties, including approved refresher courses as required to maintain certification and clinical privileges. Any paramedic who wishes to keep his/her EMT-P certification current but not participate in the ALS/Paramedic program shall be financially responsible for the difference in licensing fees. Any Employee holding an E.M.S. certification who has his/her clinical privileges suspended or revoked shall have his/her E.M.S. allowance terminated beginning the pay period following such suspension or revocation and continuing until such time as evidence is properly provided to the Fire Chief which establishes that his/her clinical privileges and certification have been reinstated.

**Section 12.6** The Fire Chief, acting upon the recommendations of the Labor Management Committee and with Mayoral approval shall determine and establish the ALS program requirements, the number and placement of ALS engine companies, and designate those numbers of Employees who are needed to provide staffing for department Advanced Life Support (ALS: EMT-I and Paramedic) emergency medical services. The parties agree that the minimum number of paramedics needed to provide staffing for five ALS Engine Companies is twenty-four (24) paramedics. Each additional ALS Engine will require increasing the minimum number of paramedics needed to provide staffing for the ALS/Paramedic program. Employees who volunteer and are accepted by the Fire Chief for such programs may be placed on a 40 hour work week while taking necessary ALS training and have associated certification program costs and training provided by or through the Tulsa Fire Department. It is understood by the parties that Employees working within the Fire Paramedic role shall be subject to station/company relocation by the Fire Chief or designee on a shift basis to various ALS Engine Companies as necessary to maintain coverage in each designated area. Factors (in order listed) which shall be included for selection decisions for this program shall be (1) the available number of openings determined by the Fire Chief, (2) rank selection ratio, (3) paramedic preference (over EMT-I), (4) shift assignment and (5) seniority. Employees will not be selected for this program if known to be within their last five years of employment. Additionally, Employees will only be selected within a rank selection ratio, which is not in excess of those personnel promotional rank ratios normally found in Tulsa Fire Department staffing.

**Section 12.7** A paramedic stipend of five percent (5%) of the monthly base wage shall be provided to those Employees in the FD-01, FD-02, FD-03 ranks as well as Fire Department Training Academy personnel and EMS Officers who are selected to be within the ALS/Paramedic program during their first four (4) years within the ALS/Paramedic program. A paramedic stipend of seven and one-half percent (7.5%) of their monthly base wage shall be provided to those Employees in the FD-01, FD-02, FD-03 ranks as well as Fire Department

Training Academy personnel and EMS Officers who are selected to be within the ALS/Paramedic program after four (4) years but prior to completion of eight (8) years within the ALS/Paramedic program. A paramedic stipend of ten percent (10%) of their monthly base wage shall be provided to those Employees in the FD-01, FD-02, FD-03 ranks as well as Fire Department Training Academy personnel and EMS Officers who are selected to be within the ALS/Paramedic program after completion of eight (8) or more years within the ALS/Paramedic program. This stipend is not to be cumulative as regards other EMS stipends provided within Section 12.2. Employees must hold a paramedic license and pass the paramedic protocol test for Tulsa as administered by the Medical Control Board physician to be eligible for this stipend. EMT-I and EMT-P certification shall be considered equivalent based on approval of the Chief and Medical Control Board physician and, contingent upon such approval, shall receive the same stipend. The parties agree eligible Employees shall commence receipt of this stipend upon initiation of the actual program, which shall be considered to be the pay period in which the first Paramedic Training class is initiated. Employees shall continue to receive this stipend while actively participating in the ALS/Paramedic program and unless and until such time as the program is discontinued.

**Section 12.8** Employees who have entered the ALS/Paramedic program prior to July 1, 2004 may elect to cease participation in the program provided that their departure does not cause the number of program participants to drop below the program minimum(s) per Section 12.6. If more than one participant requests to leave the program and if minimum staffing issues should arise, seniority will be the factor used to determine which participant will be allowed to leave the program to ensure minimum staffing is maintained. Effective July 1, 2004, Employees who enter the ALS/Paramedic program shall be required to maintain their EMT-P or EMT-I certification for a minimum of nine (9) years. Additionally, employees hired with EMT-P (or EMT-I) certification will be subject to the same nine (9) year program requirement if assigned to the ALS/Paramedic program by the Fire Chief. Employees who enter and then drop out of the ALS/Paramedic programs after initial certification or fail to re-certify after obtaining initial certification shall lose their EMT-I or EMT-P Pay stipend and be in violation of these job requirements. This job requirement violation does not apply to Employees who are determined to be medically or psychologically unable to perform Paramedic duties based on a qualified medical examination through the City Physician or through an appropriate medical referral, or those Employees who are removed from Paramedic duties by the Fire Chief due to promotion or reassignment by the Fire Chief to an FD-04 position.

**Section 12.9**

- A. The Hazardous Materials Response Team (HMRT) shall consist of Employees assigned to the Hazardous Materials Unit and Employees assigned to the designated back-up company. All current and future members of the HMRT shall receive a HMRT pay stipend of five percent (5%) of their monthly base wage. Said stipend shall be effective immediately upon the Employee's assignment and completion of the Hazardous Materials Technician training and certification.
- B. The HMRT resource pool shall consist of one Captain, one Fire Equipment Operator, and three Firefighters on each of the three platoons for a total of fifteen

(15) members. HMRT pool members may be available for permanent or temporary assignment to the HMRT when necessary due to a particular incident that requires their presence, when vacancies occur or as absences arise involving Employees assigned to the HMRT. Employees in the HMRT resource pool shall receive a HMRT pay stipend of five percent (5%) of their monthly base wage. Said stipend shall be effective immediately upon the Employee's assignment and completion of the Hazardous Materials Technician training and certification.

**C.** Permanent vacancies that occur in the HMRT shall be filled in accordance with the following:

1. Notice of a HMRT opening shall be accomplished through transmission of an Administrative Message from the Fire Chief's office.
2. Employees desiring to fill the posted opening shall make written notice to the Fire Chief.
3. If more than one Employee makes application to fill the assignment, the Fire Chief shall select from the three (3) most senior Employees meeting the criteria listed below and in the preference order as listed:
  - (a) Employee from the HMRT pool (who holds Hazardous Materials Certification).
  - (b) Employee from the department at large holding Hazardous Materials Certification.
  - (c) Employee from the department at large.
4. In the event no application is received within thirty (30) days after posting, assigning a member of the HMRT pool shall temporarily fill permanent vacancies that occur in the HMRT and this position shall be filled within three (3) shifts following the expiration of the thirty (30) day posting period. In the event that no Employee applies for the vacant position, permanent assignment to the HMRT shall be determined by the Fire Chief selecting from the three (3) least senior Employees of the Tulsa Fire Department with a minimum of three (3) years seniority holding the vacant rank. All members holding an EMT-P certification and participating in the ALS/Paramedic program shall not be eligible to either temporarily or permanently transfer to the HMRT or HMRT pool company. That Employee shall temporarily be assigned to the HMRT pool until he/she receives Hazardous Materials Technician training, normally not longer than ninety (90) days.

**D.** Permanent vacancies that occur within the HMRT resource pool shall be filled in accordance with the following:

1. Notice of a pool opening shall be accomplished through transmission of an Administrative Message from the Fire Chief's office.
2. Employees desiring to fill the posted opening shall make written application to the Fire Chief.
3. If more than one Employee makes application to fill the position, preference will be given to the Employees who are trained and hold Hazardous Materials Certification. With all other criteria being equal Fire Chief shall make his/her appointment from the three (3) most senior applicants.
4. In the event no bid is received within thirty (30) days after posting, the pool vacancy shall be filled by the Fire Chief assigning one of the three (3) least senior Employees at large with at least three (3) years seniority that is equal in rank to the vacant position. All members holding an EMT-P certification and participating in the ALS/Paramedic program shall not be eligible to either temporarily or permanently transfer to the HMRT pool company. This position shall be filled within three shifts following the expiration of the thirty (30) day posting period.

**E.** The parties agree that appropriate certification requirements of 29 CFR 1910.120 for working within the HMRT shall be the normal requirement of the Tulsa Fire Department. The International Fire Service Accreditation Congress (IFSAC) or an equal accreditation as jointly determined by the parties through the Labor Management Committee (LMC) shall be utilized for training and certification of all HMRT and HMRT pool members.

**Section 12.10** Employees in the rank of FD-03 who are assigned to an FD-04 position shall have additional lead/supervisory responsibilities after an initial sixty (60) day period within the new assignment. FD-03 Employees shall rotate with other FD-03 Employees in serving as lead officers of the assigned section and be responsible for Chief Officer duties as assigned during the absence of the section's Chief Officer. Said additional lead/supervisory duties shall be determined by the parties Labor Management Committee. Employees holding the rank of FD-03 assigned to an FD-04 position shall receive an additional pay stipend of seven and one-half percent (7.5%) based on the Employee's monthly base wage in the new position.

**Section 12.11** FD-05 Employee's assigned to a seven (7) day work period shall receive an additional assignment stipend equal to seven and one-half percent (7.5%) of the Employee's monthly base wage rate.

### **ARTICLE 13 - HEALTH AND WELFARE PROGRAMS**

During the term of this Agreement the Health and Welfare programs for all bargaining unit members and certain retirees shall be administered with a separate plan apart from other City of

Tulsa plans under the jurisdiction of the Union and the Tulsa Fire Fighters Health and Welfare Trust. "Certain retirees" shall mean those Firefighters retiring after July 1, 1994 and any previous active City benefit plan retirees who exercised the option to leave with the Union at the time the Trust was established.

These programs shall be defined to include medical health benefits programs, dependent dental health benefits programs, and dependent life insurance programs. The City's flex plan program shall be continued for Employees as part of this Agreement. The Union shall take full responsibility and all liability (including COBRA as applicable) connected to and regarding the Union providing Employees and certain retirees with substitute Health and Welfare programs. The Union shall hold the City of Tulsa harmless for the administration of these programs.

**Section 13.1** A Voluntary Employee's Beneficiary Association Trust (the Trust) will be maintained to ensure those dollars paid to the Bargaining Unit by the City for Health and Welfare Program benefits are preserved and protected and used only for the provision of Health and Welfare Program benefits for sworn Fire Department employees, retirees and eligible dependents.

**Section 13.2** The City Clerk shall maintain a copy of the initial Trust Indenture documents and shall be notified of and receive copies of all proposed amendments to the Trust Indenture.

**Section 13.3** The City shall pay the Bargaining Unit via the Trust those City Health and Welfare contribution dollars which would normally be paid for Firefighters, Firefighter retirees and all eligible dependents had they remained within the City's Health and Welfare programs. This City contribution amount shall be calculated by multiplying the City's FY 94-95 single and dependent Health and Welfare contribution rate for Firefighters and retirees times the average number of Firefighters and Firefighter retirees electing the specific single or family medical, dental and life insurance coverage options over the previous five (5) years, effective FY 89-90 through FY 93-94, which shall establish the proper single and dependent user percentage multipliers. However, the amount paid to the Firefighter Trust on a per Employee basis will be adjusted to the same amount paid for other City employees.

**Section 13.4** The retiree insurance contribution by the City of Tulsa shall be increased to an amount equal to twenty-five percent (25%) of the normal single employee rate. This amount shall apply to rates for those individuals retiring on or after July 1, 1998. The City contribution amount for individuals retired prior to July 1, 1998 shall remain at the prior level of the normal single employee rate. This agreement on future retiree rate contributions to the 25% level is not intended to alter the parties' relationship through the Employee Benefits Committee.

**Section 13.5** The parties agree that within FY 07, the City and the Union shall enter into discussions concerning the possible establishment of a type of "deferred pre-paid retiree medical insurance plan."

**Section 13.6** The City's contribution to the Union's health and welfare programs shall be direct wired monthly to the financial institution which holds the Trust's account. The Union shall limit requests for changing the Health and Welfare Trust's designated financial institution and

resultant changes in the City's transfer of contributions to said account to no more than three (3) changes within any one year period. The Union shall provide the City with at least ten (10) working days advance notification of any such change of the financial institution along with the financial institution's name, address, the new assigned Health and Welfare Trust account number, and financial institution's wire transit number.

**Section 13.7** The parties agree no other funds shall be co-mingled with the City's dollar contributions to the "Trust" for sworn Fire personnel health and welfare monies except those sworn Fire Department employee contributions which the City shall deduct from employee paychecks and wire to the "Trust" account on a monthly basis. This shall not be considered to preclude retiree and eligible dependent monies for Health and Welfare benefits from being co-mingled with Fire employee and City contributions. Additionally, any full time employee(s) of the Union may likewise be covered under the Trust.

**Section 13.8** The parties agree the City shall have an appointed designee of the Mayor, confirmed by the City Council, who will sit as a monitor and an advisor on all Trust Board Meetings. The designee will not only vote on Trust Board matters, but will provide input and suggestions as relates to Health and Welfare Program decisions of the Trust Board including, but not limited to, program changes and options, provider selections, provider contract stipulations, employee information packets, etc.

**Section 13.9** The City Clerk will receive from the Bargaining Agent, on an annual basis, a financial accounting statement for purposes of review and audit of those City and employee, retiree and dependent contributions which have been paid into or dispersed out of the Trust account. Said statement shall include information as to where any disbursements have been made and for what purpose.

**Section 13.10** The parties agree Cadet Firefighters shall be included within the Union administered health and welfare programs. The City shall include Cadet Firefighters in calculations of the City's health and welfare contributions to the Union.

**Section 13.11** The parties agree that, based on these Health and Welfare Plan contributions being Employer provided and specifically for the purpose of providing sworn Fire personnel, Fire retirees and dependents with such Health and Welfare benefits, employee deductions by the City shall be made in a manner so as to allow sworn Fire employees with all rights granted to other City employees under IRS 125 and its related provisions and regulations authorizing the City's Cafeteria plan. However, the City shall be indemnified by the Union from any tax liability arising from the administration of IRS 125 and its related contributions for sworn Fire personnel covered by this Agreement and the Union.

**Section 13.12** In view of all the facts, this Agreement, and the relationship between the City, the Union and the Trust, the City will provide payroll administrative support in the form of deduction of sworn Fire employee (and dependent) contributions for the Health and Welfare Programs to go into the Bargaining Unit's Trust. Said deductions and contributions amounts shall be based on rates provided by the Union.

**Section 13.13** Three (3) members of the Tulsa Fire Fighters Health and Welfare Trust Board shall normally be granted up to five (5) hours duty time off with pay to attend Board meetings to conduct the business of the Trust, provided such meetings occur during the members regularly assigned duty time. Notice of such leave shall be forwarded to the Fire Chief at least ten (10) days in advance when possible.

## **ARTICLE 14 - CLOTHING ALLOWANCE**

**Section 14.1** Employer shall provide each Employee with such items of protective gear set out in Administrative Operating Procedures 308.11 for the government of the Tulsa Fire Department.

**Section 14.2** In addition to the above protective gear, Employees shall receive six hundred twenty-five dollars (\$625.00) for their first clothing allowance, five hundred eighty dollars (\$580.00) for their second clothing allowance, and five hundred fifteen dollars (\$515.00) per year thereafter.

**Section 14.3** Employees not in the Firefighting Division and Chief Officers shall receive a clothing allowance of five hundred thirty-five dollars (\$535.00) per year.

**Section 14.4** Employees shall receive eighty-five dollars (\$85.00) per year in addition to the amounts specified in Section 14.2 and 14.3 for the purchase of fitness clothing and apparel.

**Section 14.5** During the term of this Agreement, Employees shall receive a cash payment instead of the annual clothing allowance. The payment shall be equal to the amount of the clothing allowance specified in Article 14, Sections 1, 2, 3 and 4, as applicable to the Employee. A labor management committee will review the current uniform acquisition system including, but not limited to, the possible use of a vendor system.

**Section 14.6** Employees who sustain damage to their uniform while in the performance of their duties as Tulsa Firefighters which would warrant the replacement of such uniform or clothing may submit a written request form to the Chief of the Fire Department for replacement of the damaged item(s). Such damage shall have been caused by the performance of the Employee's duties and shall not cover damage arising from normal wear and tear or accidents caused by the Employee's own negligence or carelessness. In order to be eligible for uniform or clothing replacement, said Employee must have expended his/her clothing allowance from the previous year. The Employee shall present documentation of clothing allowance expenditures to support the request for payment. Upon determination by the Fire Chief, or his/her designee, that the request is justified in accordance with this Article, he/she shall submit an authorization request for payment of the replacement cost for the damaged item(s) by the City of Tulsa. Approved replacement payments shall not affect the Employee's annual clothing allowance. Prescription eye wear and watches shall be included in above Section, provided the replacement cost does not exceed one hundred dollars (\$100.00) towards the purchase of eye wear or thirty dollars (\$30.00) for watches.

**ARTICLE 15 - LINEN AND STATION SUPPLIES**

**Section 15.1** Employer shall contribute a specified amount of money to each 24 hour shift duty station in accordance with the following guidelines. The Fire Station applicable linen monies allowance shall be calculated by multiplying the number of Employees at each Fire Station by twelve dollars (\$12.00). Such money shall be paid quarterly and used solely for the purpose of providing and maintaining linens and/or necessary cleaning supplies for that station. Further, each station shall receive an additional thirty dollars (\$30.00) per quarter for the purchase and maintenance of a video monitor and a DVD/VCR.

**Section 15.2** Such monies shall be maintained in an account with separate accounting procedures and will be subject to periodic audit by the Fire Chief or by Employer through an authorized representative.

**Section 15.3** Any additional fire stations which are put into operation during the term of this Agreement shall receive an equivalent amount of money for linens and cleaning supplies based upon the number of Employees to be assigned to such station. Any change in the number of Employees assigned to a fire station will cause the amount of money which is allocated to that station to be adjusted accordingly.

**ARTICLE 16 - ANNUAL LEAVE**

**Section 16.1** Employer agrees that Employees of the bargaining unit shall earn paid annual leave as follows:

<u>No.Yrs. Service</u>	<u>7 Day Work Period 8 hour shift Employees Mo.Accrual/Annual</u>	<u>27 Day Work Period 24 hour shift Employees Mo.Accrual/Annual</u>
Less than 6	9.67 hrs/14.5 shifts	23 hrs/11.5 shifts
6 through 15	12.67 hrs/19 shifts	27 hrs/13.5 shifts
16 through 24	17.34 hrs/26 shifts	33 hrs/16.5 shifts
25 and over	19.00 hrs/28.5 shifts	35 hrs/17.5 shifts

**Section 16.2** For Employees who work a 27 day work period, 24 hour shift schedule, annual leave shall be granted in consideration of both vacation leave and for those holidays defined in Article 17 of this Agreement.

**Section 16.3** Employees who work the 27 day work period, 24 hour shift schedule, may accrue annual leave up to thirty-six (36) times their current monthly accrual rate at the time of scheduling annual leave for the following year and shall not have more than thirty-six (36) times their monthly accrual rate on December 31<sup>st</sup> each year. This shall be done in such a manner that it will be possible for an Employee to actually have forty-eight (48) times his/her monthly accrual rate unexpended until such time the scheduled leave is taken by the Employee during the current year. However, under no circumstances will more than twenty-four (24) times the monthly accrual rate be paid upon separation from the Tulsa Fire Department as provided for in

Section 16.10 of this Article. Annual leave shall be accrued on a completed calendar month basis.

**Section 16.4** Employees who work the 7 day work period, 8 hour work schedule, may accrue annual leave up to forty-six (46) times their current monthly accrual rate at the time of scheduling annual leave for the following year and shall not have more than forty-six (46) times their monthly accrual rate on December 31<sup>st</sup> each year. This shall be done in such a manner that it will be possible for an Employee to actually have fifty-eight (58) times his/her monthly accrual rate unexpended until such time the scheduled leave is taken by the Employee during the current year. However, under no circumstances will more than thirty-four (34) times the monthly accrual rate be paid upon separation from the Tulsa Fire Department as provided for in Section 16.10 of this Article. Annual Leave shall be accrued on a completed calendar month basis.

**Section 16.5** The parties agree maximum annual leave accrual amounts established herein shall apply to Employees while on Injury Leave. Employees who were unable to schedule and/or utilize annual leave due to Injury Leave timeframes shall be allowed to reschedule annual leave with their District Chief with final approval by the Fire Chief or his/her designee.

**Section 16.6** New Employees shall be eligible to expend annual leave after completion of six (6) months continuous service within the Tulsa Fire Department. Such Employees may schedule, by seniority, the amount of annual leave which they have accrued on the January 1st following their date of hire. Such Employees shall also be accredited with holidays that occur after their date of employment and before January 1st. These days may be scheduled prior to January 1st with the approval of their District Chief or may be added to their accrued annual leave and scheduled January 1st.

**Section 16.7** Scheduling of annual leave shall be by seniority and shall be approved by the District Chief with final approval by the Fire Chief; however, annual leave which is requested by the Employee which is in excess of the Employee's annual accrual rate as of January 1 of such year shall not be scheduled by seniority. Such excess leave shall be scheduled at least sixty-two (62) hours in advance at a time mutually agreed upon by the Employee and Employer. Employees may obtain split annual leave, provided that Fire Department operations are not impeded by the granting of such requests. If an Employee requests annual leave less than sixty-two (62) hours in advance and it is available, it shall be granted to the Employee unless it would cause additional callback overtime.

**Section 16.8** Employees may not schedule more annual leave than the total amount accrued per their yearly accruals in their initial scheduling.

**Section 16.9** In the event an Employee becomes ill and is confined to bed or hospital for three (3) consecutive calendar days or longer while on annual leave or holidays, he shall notify the Fire Chief, and upon returning to work shall be entitled to have his status changed from annual leave or holiday leave to sick leave for such time as he was confined to bed or hospital by his physician upon providing a letter from his physician certifying to his illness. Such Employee shall be entitled to reschedule such annual leave or holiday time in accordance with Fire Department regulations concerning vacations.

**Section 16.10** Upon separation from the Tulsa Fire Department, Employees shall be paid for unused annual leave credited to them on the first of the month which coincides with or immediately precedes the effective date of such separation, as provided for in Section 16.3 (27-day work period employees) or Section 16.4 (7-day work period employees) of this Article. Payment shall be at the hourly rate indicated in Appendix "A", which corresponds to the Employee's current pay grade and step. Employees must have completed one full year's service to be eligible for annual leave pay. Employees who are separated for proven theft, embezzlement, or deliberate destruction of property shall be ineligible for annual leave pay.

**Section 16.11** Employees who transfer from a position which has a 27 day work period, 24 hour shift schedule, to a position which has a 7 day work period, 8 hour shift schedule, shall have their accrued number of hours of annual leave decreased by dividing the total accrued by 1.3. Employees who transfer from a position which has a 7 day work period, 8 hour shift schedule, to a position which has a 27 day work period, 24 hour shift schedule, shall have their accrued number of hours of annual leave increased by multiplying the total accrued by 1.3.

**Section 16.12** Annual leave may be taken in one-half (1/2) shift increments.

## **ARTICLE 17 - HOLIDAYS**

**Section 17.1** Employees who are assigned to work a 7 day work period shall observe the following days as holidays and shall be granted time off with pay for such days unless required by the Employer to be on duty:

- A. New Year's Day (January 1)
- 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 4)
- F. Labor Day (1st Monday in September)
- G. Veteran's Day (November 11)
- H. Thanksgiving Day (4th Thursday in November)
- I. Friday after Thanksgiving
- J. Christmas Eve (December 24)
- K. Christmas Day (December 25)
- L. Special holiday at the Employee's option subject to the approval of the Fire Chief.

**Section 17.2** Holidays which fall on Saturday shall be observed on the preceding Friday, and holidays which fall on Sunday shall be observed on the following Monday.

**Section 17.3** A 7 day work period Employee who is required to work on a designated holiday as specified in Sections 17.1 and 17.2 of this Article shall be compensated in accordance with his/her election pursuant to Article 10-Overtime in addition to his/her normal rate of pay for such holiday.

**Section 17.4** A 27 day work period Employee who is scheduled to work on a designated holiday and who fails to work such holiday due to illness or non-job-related injury may be required to provide a physician's statement pursuant to the rules and regulations and general orders governing the Tulsa Fire Department. In the event that a physician's statement is requested but cannot be provided, all leave taken for such illness or non-job-related injury shall be charged to leave without pay, and the Employee shall forfeit twelve (12) hours of annual leave accrual.

### **ARTICLE 18 - MILITARY LEAVE**

**Section 18.1** Military Leave shall be governed by the terms and conditions as negotiated in the Tulsa Fire Department Administrative Operating Procedures Section 238.

### **ARTICLE 19 - FUNERAL LEAVE**

**Section 19.1** In the event of the death of the Employee's spouse, son, daughter, mother, father, sister or brother, the Employee will be granted a leave of absence with pay for two (2) consecutive twenty-four (24) hour shifts, or four (4) consecutive eight (8) hour shifts.

**Section 19.2** In the event of the death of the Employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents of the spouse, grandchildren, or other relatives living in the Employee's household at the time of death, the Employee will be granted a leave of absence with pay for one (1) twenty-four (24) hour shift, or two (2) consecutive eight (8) hour shifts. Such leave may be extended by one (1) additional twenty-four (24) hour shift or up to two (2) additional eight (8) hour shifts upon recommendation from the Division Head to the Fire Chief for approval. The Employee may request extension of funeral leave through his/her appropriate supervisor who shall carry said request to the Division Head specifying the reasons for such extension. The supervisor shall evaluate the request and base his/her decision on the specific circumstances of the case. All funeral leave granted shall be consecutive work shifts.

**Section 19.3** In the event of the death of the Employee's aunt or uncle, the Employee will be granted a leave of absence with pay for four (4) hours; this includes spouse's aunt or uncle. When the aunt or uncle was the Employee's legal guardian and had responsibility for raising the Employee or the Employee's spouse, the Employee will be granted funeral leave in accordance with Section 19.1.

**Section 19.4** The above relationships referenced in Sections 19.1, 19.2, and 19.3 shall include foster and step situations.

**Section 19.5** Such absence shall not be charged to funeral leave unless the Employee attends the funeral of the deceased, which must fall within the period of funeral leave.

**Section 19.6** An Employee who is eligible for funeral leave which falls within a period of annual leave or holiday leave shall not have such funeral leave time charged against annual leave or holiday leave.

**Section 19.7** In the event of the death of a regular Fire Department Employee, the members of his/her company shall be given necessary time off with pay up to four (4) hours to attend the funeral of the deceased. Additional time off may be granted by the member's District and/or Assistant Chief.

## **ARTICLE 20 - COURT AND JURY LEAVE**

**Section 20.1** Employees who are required to serve as court witnesses or jurors shall be granted time off with pay to serve in that capacity subject to the following rules:

- A. An Employee subpoenaed to testify in his/her own case not arising out of the performance of his/her duty, involving the federal, state, or municipal government, shall not receive his/her regular salary but may use annual leave or be granted a leave of absence without pay for the length of such service.
- B. An Employee serving such duty shall notify his/her supervisor immediately and present to his/her supervisor the original summons or subpoena from the court and, at the conclusion of the duty, a signed statement from the clerk of the court showing the actual dates of attendance at court.
- C. An Employee serving Jury Duty shall not return to work while serving on a Jury or in the Jury Pool when released for the day. If the Employee is discharged from the Jury Pool during the members duty shift the member shall return to their normal duty.
- D. Employees reporting for Jury Duty on Monday morning shall be relieved of duty at 2000 hours the Sunday before.
- E. An Employee serving on jury duty shall surrender to the City those court monies received for days on which the Employee was on duty or on paid leave.

## **ARTICLE 21 - SICK LEAVE**

**Section 21.1** Employees shall be governed by the following provisions relating to the accrual and expenditure of sick leave.

**Section 21.2** Sick leave shall be accrued according to the following provisions:

- A. On the first day of the month which coincides with or next follows completion of the initial phase of training twenty-seven (27) day work period, 24 hour shift

schedule Employees shall be credited with three (3) twenty-four (24) hour shifts. Seven (7) day work period, 8 hour shift schedule Employees shall be credited with six and ninety-three hundredths (6.93) eight (8) hour shifts of sick leave.

- B.** Sick leave shall thereafter be accrued on a completed calendar month basis. Each Employee covered by this Agreement shall accrue paid sick leave at the rate of twelve (12) hours (24-hour shift Employees) or nine and twenty-three hundredths (9.23) hours (8-hour shift Employees).
- C.** The amount of sick leave credited to an Employee shall be reduced by one-half (1/2) of a twenty-four (24) hour shift (24-hour shift Employees), or one and sixteen hundredths (1.16) eight (8) hour shifts (8-hour shift Employees), for each full calendar month of service for which the Employee was on leave without pay or sick leave, during the preceding twelve (12) month period.
- D.** All crediting of sick leave shall be subject to a maximum of seventy (70) twenty-four (24) hour shifts, 1680 hours, or one hundred sixty-one and seven tenths (161.7) eight (8) hour shifts, 1293.6 hours, (as appropriate).

**Section 21.3** Employees who transfer from a position which has a twenty-seven (27) day work period, 24 hour shift schedule, to a position which has a 7 day work period, 8 hour shift schedule, shall have their accrued number of sick leave shifts increased by multiplying such accrued leave by the factor of 2.31. Employees working a seven (7) day work period, 8 hour shift schedule, who transfer to a position with a twenty-seven (27) day work period, 24 hour shift schedule, shall have their number of sick leave shifts decreased by dividing by the factor of 2.31.

**Section 21.4** Sick leave shall be used:

- A.** When Employees are incapacitated by sickness or non-job-related injury;
- B.** For medical, dental, or optical diagnosis or treatment;
- C.** After exposure to a contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others;
- D.** In the event of sickness or injury to a member of an Employee's immediate family, defined as the Employee's spouse, son or daughter, which is serious enough to warrant the presence of the Employee as certified by the attending physician, Employee's shall be granted up to eight (8) twenty-four hour shifts, or nineteen (19) eight-hour shifts off with pay per contract year for purposes of caring for immediate family members. Additionally, if the family illness is a qualifying occurrence under FMLA statutory provisions, an Employee may utilize annual leave after the use of available and appropriate sick leave benefits as provided above in this subsection.

- E. When sick leave is used for medical, dental or optical diagnosis or treatment where the Employee is not incapacitated, he/she shall return to duty upon completion of the diagnosis or treatment as determined by the Employee's attending physician.

**Section 21.5** Sick leave with pay shall be granted to Employees in accordance with the following provisions:

- A. Sick leave used shall not exceed the total amount accrued to the Employee at the time of his/her absence.
- B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave.
- C. Sick leave shall be expended in no less than one (1) hour units.
- D. Holidays and other nonscheduled work days shall not be included in computing sick leave expenditures.
- E. Sick leave shall not be used to extend an absence for an on-the-job injury after injury leave is exhausted.

**Section 21.6** Sick leave shall be governed by the following provisions:

- A. Accrued sick leave shall not be paid to an Employee upon separation, nor shall sick leave be converted to annual leave. Except that Employees whose service is terminated for reason of retirement or death shall be paid for any sick leave accrued in excess of fifty (50) twenty-four (24) hour shifts for twenty-seven (27) day work period Employees or one hundred fifteen and five one-hundredths (115.05) eight (8) hour shifts for seven (7) day work period Employees. In the event of the death of an Employee, the above-mentioned sick leave shall be paid to the beneficiary designated on life insurance policy provided by Employer.
- B. An Employee not in a reserve status who leaves his/her employment with the Tulsa Fire Department for military service and applies for reemployment within fifteen (15) days after rejection or ninety (90) days after honorable discharge from military service shall have his/her former unused sick leave credits reinstated if he/she is rehired within one (1) year from the date of reapplication.
- C. An Employee who is laid off and returns to City employment within one (1) year from the date of layoff shall also have his/her former unused accrued sick leave reinstated.
- D. Reporting of Sickness: An Employee who is absent from duty for reasons which entitle him/her to sick leave shall notify his/her Commanding Officer, or, if his/her Commanding Officer cannot be notified, his/her District Chief, prior to

his/her usual reporting time, if physically able to do so. If an Employee knows he/she is going to be absent for more than one (1) day, he/she shall notify his/her Assistant Chief of such specified days. An Employee who continues to be physically unable to perform his/her normal duties shall be required to present each thirty (30) calendar days a physician's statement to his/her Assistant Chief confirming his/her continued inability to perform his/her normal duties. The Assistant Chief may at any time request a medical opinion from the City Physician regarding the Employee's ability to continue or return to work.

- E. Nothing herein shall prohibit the management of the Tulsa Fire Department from investigating alleged abuses of sick leave.
- F. Nothing herein shall supersede nor replace this Agreement and Regulations of the Tulsa Fire Department concerning sick leave administration.

**Section 21.7** Twenty-seven (27) day work period Employees who (1) have less than 960 hours (40 shifts) of accrued Sick Leave, and (2) who use no Sick Leave during the calendar year shall, at their option, receive either 48 hours (2 shifts) of additional Sick Leave or 24 hours (1 shift) of additional Sick Leave and 24 hours (1 shift) of additional Annual Leave (2 shifts total). Employees who use no more than 24 hours (1 shift) of Sick Leave shall receive 24 hours (1 shift) of additional Sick Leave accrual. Such additional accruals shall not allow an Employee's leave banks to exceed Sections 21.2D or 16.3 accrual maximums.

**Section 21.8** Seven (7) day work period Employees who (1) have less than 739.2 hours (92.4 shifts) of accrued Sick Leave, and (2) who use no Sick Leave during the calendar year shall, at their option, receive either 36.96 hours (4.62 shifts) of additional Sick Leave or 18.48 hours (2.31 shifts) of Sick Leave and 18.48 hours (2.31 shifts) of additional Annual Leave (4.62 shifts total). Employees who use no more than 18.48 hours (2.31 shifts) of Sick Leave shall receive 18.48 hours (2.31 shifts) of additional Sick Leave accrual. Such additional accruals shall not allow an Employee's leave banks to exceed Sections 21.2D or 16.4 accrual maximums.

**Section 21.9** Effective July 1, 2008, twenty-seven (27) day work period Employees who (1) have 960 hours (40 shifts) or more of accrued Sick Leave, and (2) who use no sick leave from November 1 of the previous fiscal year through October 31 of the current fiscal year shall be eligible to sell back 72 hours (3 shifts) of accrued Sick Leave. Employees who use no more than 24 hours (1 shift) of Sick Leave from November 1 of the previous fiscal year through October 31 of the current fiscal year shall be eligible to sell back 24 hours (1 shift) of accrued Sick Leave. Such additional accruals shall not allow an Employee's leave banks to exceed Sections 21.2D or 16.3 accrual maximums.

**Section 21.10** Effective July 1, 2008, seven (7) day work period Employees who (1) have 739.2 hours (92.4 shifts) or more of accrued Sick Leave, and (2) who use no sick leave from November 1 of the previous fiscal year through October 31 of the current fiscal year shall be eligible to sell back 55.44 hours (6.93 shifts) of accrued Sick Leave. Employees who use no more than 18.48 hours (2.31 shifts) of Sick Leave from November 1 of the previous fiscal year through October 31 of the current fiscal year shall be eligible to sell back 18.48 hours (2.31 shifts) of accrued Sick

Leave. Such additional accruals shall not allow an Employee's leave banks to exceed Sections 21.2D or 16.4 accrual maximums.

**Section 21.11** Sick Leave sell back shall be requested to the Fire Department payroll by the Employee through use of the appropriate Sick Leave sell back form by November 15<sup>th</sup> of each year. Payroll shall make payment to Employees on or by December 15<sup>th</sup> of each year. Sick leave sell back shall be calculated at the Employee's base wage rate.

## **ARTICLE 22 - INJURY LEAVE**

In recognition of the hazardous and physical nature of firefighting and in recognition of the value of trained and experienced Firefighters, the following provisions are adopted for the term of this Agreement:

### **Section 22.1** General Policy

- A.** It is the policy of Employer to provide compensation and leave time for Employees who incur disabilities in accordance with State Statute 49-110, 49-111 and/or Worker's Compensation Title 85. Compensation and leave time shall be provided for Employees who incur disabilities and/or injuries arising in the course of employment with Employer. Injury Leave shall be the necessary absence from duty of an Employee because of an injury suffered while performing the duties of his/her position, on the scene of an emergency and/or at the Fire Station or any other designated job site.
- B.** In the event an Employee sustains a job-related, lost-time, accidental injury which is caused by the act of a third party not employed by the City of Tulsa, in order to be eligible to receive injury leave benefits the Employee must agree in writing, that, in exchange for the payment of injury leave benefits by the City, the Employee transfers and assigns to the City whatever right they have or may have against the third party to recover for any lost wages resulting from their accident to the extent injury leave benefits are actually paid.

### **Section 22.2** Definitions

- A.** "Injury" shall be defined as violence to the physical structure of the body and such disease or infection as may naturally result. "Injury" shall include the injuries established under State Statute 49-110 and 49-111. For the purpose of this provision, "Injury" shall also include diseases and/or injuries which qualify as compensable under the Workers' Compensation Laws of the State of Oklahoma.
- B.** An "accident" shall be defined as an unexpected or unforeseen event happening suddenly and violently and producing, at the time, objective symptoms of an injury.

- C. "Disability" shall be defined as the inability of an Employee to perform the usual and expected duties of his/her position due to an injury or injuries sustained in a service-connected accident. Successive disabilities resulting from any one accident will be considered one disability. A re-injury to a part or parts of the body resulting from a separate service-connected accident will be considered a separate disability.
- D. Aggravation or occurrence of any nervous condition or mental disorder, or any physiological abnormality resulting from such conditions, including, but not limited to, ulcers, shall not qualify as an accidental injury arising during the course of employment except as would be covered under the provisions of 49-110, 49-111 and/or Worker's Compensation Title 85.
- E. Aggravation or occurrence of an arthritic condition, except where such condition is aggravated or caused by a medically diagnosed bone fracture or dislocation, shall not qualify as an accidental injury arising during the course of employment except as would be covered under the provisions of 49-110, 49-111 and/or Worker's Compensation Title 85.

**Section 22.3** Compensation for Injury Leave

- A. Injury leave may be granted by the Employer for such time as the injured Employee is unable to return to work due to a service-connected injury, but in no event shall this be in excess of six (6) months for each disability, unless and except the City exercises its option to extend such coverage up to a maximum of twelve (12) months as provided under 49-111. Any requests for consideration of such extensions shall be presented to the Mayor in writing by the Union and/or Fire Chief. The Mayor or the Mayor's designee shall be responsible to provide an answer to the requested extension in writing within twenty (20) calendar days of receipt of the original written request for such an extension. While on injury leave, the Employee shall be paid at his/her normal base salary plus service pay, if applicable, but exclusive of overtime compensation, gasoline allowance, out-of-classification pay, and other such allowances. Any temporary disability compensation payments from the Workers' Compensation Act resulting from such injury shall be deducted from the injury leave payment.
- B. Injury leave shall be in effect on the day after the injury is sustained. The Employee shall receive their normal pay for the day of the actual injury. Fraudulent application for injury leave benefits shall be grounds for disciplinary action.
- C. Employees who are unable to return to work after all injury leave has been expended may be placed on leave without pay or retired for "disability" at the discretion of the appointing authority. The decision to terminate an Employee at the end of the injury leave period shall be made after consideration of such factors as the extent of the injury, supportive medical information, prognosis of

condition, work record of the Employee, and other relevant information. Accrued sick leave shall not be used to continue an absence after all injury leave is expended. Accrued annual leave and compensatory time may be used at the end of injury leave if requested in writing by the Employee. An Employee who is terminated for "disability" shall be paid for unused annual leave in accordance with Article 16.3 or Article 16.4 as applicable.

- D.** In cases involving disability separation, the disabled Employee shall be entitled to receive monetary payment for the remainder of their injury leave to the separation date from the Tulsa Fire Department if the injury has been determined to be job related by the City Claims Administrator, or shall be entitled to receive monetary payment for all accrued sick leave for non-job related disabling conditions.

#### **Section 22.4** Claims Administrator

- A.** The Human Resources Director through his/her designated Claims Administrators shall administer the provision of this policy. The City Physician shall provide the City's Claims Administrators with all available medical information concerning the Employee's injury and/or medical opinions as requested. Medical information and opinions shall be based upon the Employee's medical records and/or physical examination. Questions of Employee eligibility shall be determined by the provisions established under State Statute 49-110, 49-111 and Oklahoma Worker's Compensation Title 85. Prior to any denial of injury leave benefits where lost time actually occurred, the administrator shall notify Union and allow a Union representative the opportunity to review the application pending denial and provide any additional information relating to same as may be necessary. Should the City change designated Claims Administrators Local 176 will be notified in writing.
- B.** Appeals of decisions of the administrator shall be through the grievance procedure. An Employee may submit his grievance through Union directly to Step 2 of the procedure. Such grievance must be submitted within ten (10) calendar days of receipt of notification of the decision of the administrator.
- C.** The parties agree that for the purposes of administering Injury Leave as it applies to members of this bargaining unit, Employees awaiting a final decision of the Claims Administrator shall be eligible to use all accumulated sick, vacation, or compensatory leave accruals available to them. Employees without such accruals may have their salary continued at the discretion of the Fire Chief or his/her designee until such time as a final decision from the Claims Administrator is rendered. The parties agree that the City may correct any inappropriate compensation provided under such a continuation (based on a decision involving Injury Leave denial) through means which may include either payroll or other leave correction.

#### **Section 22.5** Reporting of Injuries

- A.** When an Employee has been injured in the course of employment with Employer, regardless of the extent, he/she shall immediately report the injury to the immediate supervisor. The Employee shall also call the Injury Reporting Hotline (596-9622 or 1-877-461-7671) and report the injury telephonically as soon as possible. The supervisor will receive an Injury Report/Investigation form a few days following the Hotline call prepared for investigation completion and signatures. District Chief level supervisors shall have the responsibility for completion and filing of Injury Reports and also Injury Leave Application forms in the event lost time results from the injury with appropriate administrative personnel who in turn shall submit same to the City Workers' Compensation Section within fifteen (15) days of the original injury date and first day of lost time as applicable. The Workers' Compensation Section shall assure that all injury reports and injury leave applications are procedurally correct. Procedural errors shall not be used as a basis for the denial of injury leave benefits.
- B.** District Chief level supervisors shall insure that the injured Employee receives the needed medical attention from the City Physician. In instances where the City Physician is not available, when the injury occurs after regular business hours, when the injury occurs on a weekend or holiday, the Employee shall utilize and/or be taken to the City's designated Emergency Room facility. When the injury is considered serious, injured Employees should be referred to or taken to the nearest emergency room of any hospital in the City of Tulsa. In the event an on-shift Employee is transported by supervision to the hospital via ambulance, the entire cost for such transportation will be paid by the Employer. At the earliest opportunity the Employee will report to the City Physician.
- C.** The Safety Officer of the TFD shall receive a copy of all Injury Reports.
- D.** Off-duty Employees who become aware of a service-connected injury which did not become symptomatic during the previous on-duty shift will report such injury immediately to the District Chief on duty within the Employee's normal fire district. The District Chief shall be responsible for completion and timely filing of the Injury Report, and shall refer the injured Employee to the City Physician.
- E.** Every Employee obtaining emergency medical treatment which does not result in hospitalization shall report to the City Physician for examination on the first working day after the injury is sustained. In the event the Employee's physical condition will not permit an appearance in the City Physician's Office, a telephone report of the Employee's medical condition shall be given to the City Physician by the Employee or his/her representative. Prior to returning to work from a job connected injury each Employee must first obtain a release to work from the City Medical Section.
- F.** All referrals for medical treatment and/or consultation shall be made by the City Physician or his/her designee. It is understood, the Employee may request a

referral to a physician of his/her own choosing. The approval of such referral shall be set at the discretion of the City Physician.

**Section 22.6** Miscellaneous Provisions

- A.** Benefits under this provision shall be concurrent with and not in addition to nor duplicating any similar benefits established under State law. Accrued sick leave shall not be used to extend the absence from duty for a service-connected injury.
- B.** Employees who are injured due to their own gross negligence or misconduct or who fail to comply with established requirements of Employer in reporting and processing of injury reports or who fail to report to and cooperate with the City Physician or other designated physician as determined by the Employer shall be considered to be in violation of the provisions of the injury leave benefit and this article.
- C.** Employees on injury leave with pay shall be returned to duty at the earliest practical date. Employees on injury leave may be assigned to light or limited duty by Employer, as recommended by the City Physician and approved by the administrator, when the Employee's physical condition permits such assignment. Duty assignments of this type may be made without reference to the Employee's job classification or normal assignment. Such duty shall be within the Tulsa Fire Department.
- D.** Injury leave will not be approved for a disability which occurs after twelve (12) months from the last medical care rendered for the original injury, provided that no new injury or accident, as defined in Section 22.2 of this Article, has occurred.
- E.** While on injury leave an Employee shall be entitled to all benefits that he/she would normally accrue under the terms of this Agreement.
- F.** Prior to engaging in any occupation for financial gain while receiving injury leave benefits, each Employee shall request approval from the administrator. The administrator will approve such requests only if it is determined that the requested work will not aggravate nor worsen the original injury and will not prolong nor impede the Employee's recovery. Violation of this paragraph will subject the Employee to immediate dismissal.
- G.** It shall be the responsibility of Employer to inform all Employees of the proper reporting and administrative procedures for obtaining injury leave.
- H.** If an Employee continues to be physically unable to perform his/her normal duties after being taken off work, the Employee shall be required to present each thirty (30) calendar days a physician's statement to the Fire Chief or his/her designee confirming his/her continued inability to perform normal job duties. The Fire Chief or his/her designee may at any time request a medical opinion from the City

Physician regarding the Employee's need to continue on Injury Leave status or ability to return to work.

- I. Any Employee desiring to travel while on injury leave must have approval of the City Physician.

### **ARTICLE 23 - EXCHANGE OF DUTY**

**Section 23.1** Duty exchange is defined as a voluntary exchange between two Employees due to an Employee's desire or need to attend to personal matters; duty exchange shall not be required by the Employer; duty exchange shall be between Employees of like job skills and knowledge.

**Section 23.2** Duty exchange shall first be approved by the Employee's commanding officer and /or District Fire Chief. Duty exchange will only be denied for cause which may include unlike job skills and knowledge, when there is indication that job skills or knowledge is deteriorating due to frequent and/or repeated absence during scheduled training sessions, apparatus, yard or station days, etc. Cause for denial of duty exchange shall, when possible, be discussed with the Employee prior to denial. The parties agree that an Employee shall not work in excess of three (3) consecutive shifts, except under circumstances of emergency callback.

**Section 23.3** An Employee who arranges for another Employee to work for him/her (laying off), may not do so in excess of two hundred eighty-eight (288) hours per calendar year. Increments of time must be reciprocated when the two hundred eighty-eight (288) hours are maximized, before the Employee may exchange duty again. The maximum duty exchange may be exceeded at the discretion of the Fire Chief or his/her designee.

### **ARTICLE 24 - UNION BUSINESS**

**Section 24.1** A period of leave with pay shall be granted for the purpose of a single member to attend five (5) seminars or five (5) members to attend a single seminar each or any variation derived therefrom provided the number of such leaves does not exceed five (5) in the contract year. Four (4) members of Union shall be granted a leave with pay to attend the bi-annual International Convention. Above leaves shall be granted provided that Fire Department operations are not impaired by the granting of such leaves. Such period of leave shall be for the actual number of calendar days of the seminar and convention, up to a maximum of five (5) calendar days for each event, plus necessary travel time not to exceed two (2) days for each event. Notice of such leave shall be forwarded to the Fire Chief's office at least ten (10) days in advance.

**Section 24.2** The Executive Board members shall be granted time off without loss of pay to attend the monthly and special local meetings of Union (not to exceed two (2) such meetings per month) provided that Fire Department operations are not impaired by the granting of such time off.

**Section 24.3** The members of the negotiating team, not to exceed four (4), shall be allowed time off without loss of pay for all meetings which shall be mutually set by Employer and Union for the purpose of negotiations.

**Section 24.4** The President of the International Association of Firefighters Local 176 shall be assigned to a special forty (40) hour administrative position for the purpose of conducting necessary business relating to furthering Union/Management relations. The specific conditions of this administrative position assignment are further clarified within the MOU agreed to by the parties and dated May 12, 1994, attached as Appendix "C". Pay for the Union President shall be equal to the amount of his/her normal assignment.

**Section 24.5** The duly elected President, Executive Vice-President, and Secretary-Treasurer of Union may be granted time off without loss of pay to attend the Oklahoma State Firefighters Association Convention and the Professional Firefighters of Oklahoma Convention, and shall not exceed one (1) twenty-four (24) hour shift or two (2) eight (8) hour shifts.

**Section 24.6** The duly elected Trustees, not to exceed three (3), of Union shall be granted time off without loss of pay to carry ballot box(es) from station to station in the conducting of elections for Employee representatives to the Firefighters Pension Board and Union officers.

**Section 24.7** Any two (2) members of the Union Executive Board may be granted time off up to a maximum of three (3) hours without loss of pay to attend the monthly Executive Board Meeting provided that Fire Department operations are not impaired by the granting of such time off.

**Section 24.8** Additional time off may be granted to Union Executive Board members by the Fire Chief and at his/her option, provided requests for such leave are submitted to the Fire Chief at least ten (10) calendar days in advance.

**Section 24.9** Any Employee who serves on the Oklahoma State Firefighters Pension Board shall receive the necessary time off to attend the monthly Pension Board meetings.

## **ARTICLE 25 - BULLETIN BOARDS**

**Section 25.1** Employer will allow and provide space in each station for the purpose of bulletin board space for posting of information of importance to the membership of the Union and pertaining to Union business.

**Section 25.2** Union agrees that information posted will be strictly Union nature, not containing any obscene or abusive language or material and not containing any support or opposition toward any candidate for any political office.

**Section 25.3** The Chief of the Fire Department or his/her designated representative shall have the authority to remove material from the bulletin boards containing information not in compliance with Sections 25.1 and 25.2 of this Article.

## **ARTICLE 26 - PERSONNEL REDUCTION**

**Section 26.1** In the case of a personnel reduction, the Employee with the least seniority shall be laid off first. Seniority within the same graduating class shall be determined by the ROIC number. Time with the Tulsa Fire Department shall be given the utmost consideration.

**Section 26.2** No new Employees shall be hired until the Employee or Employees laid off and Union have been notified that an opening exists by registered mail. Within fifteen (15) days after receipt of such notification, Employee or Employees on layoff will notify the Chief of the Fire Department of their intention. The Employee's failure to respond within the fifteen (15) days provided shall be considered as indication that the Employee does not intend to continue his employment with the Tulsa Fire Department.

## **ARTICLE 27 - LABOR-MANAGEMENT MEETINGS**

**Section 27.1** The Chief of the Fire Department, the Administrative Chief, the Deputy Chiefs and the Assistant Chief on duty, the Human Resources Director or his/her designee, and the seven members of the Union Executive Board shall meet no less than quarterly and no more than monthly at a mutually agreeable time. Such meetings shall be scheduled at the request of either party. These Fire Department members shall normally be required to attend these meetings unless on authorized leave or if such attendance will impede the operation of the Tulsa Fire Department.

**Section 27.2** The purpose of such meetings shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; procedures for avoiding future grievances; programs for improved efficiency, effectiveness, and productivity; and other issues which would improve the relationship between the parties.

**Section 27.3** Meetings will be held during regular working hours. Meetings will be held on an alternating basis on Employer's and Union's premises without loss of pay.

## **ARTICLE 28 - DISCIPLINE AND RECORDS**

**Section 28.1** Employer reserves the right to discipline or discharge any Employee for just cause. Any such discipline shall be subject to the grievance procedure, except as provided in Article 7, Section 7.1, of this Agreement. In the administration of this Article, a basic principle shall be that discipline shall be progressive and corrective rather than punitive. This principle shall not apply to deliberate and serious offenses such as, but not limited to, intoxication (drugs

or alcohol), theft, gross insubordination, etc., which may lead to immediate suspension, demotion or discharge.

**Section 28.2** Commanding officers have the responsibility to discuss with an Employee the Employee's conduct which may potentially lead to future disciplinary action. Discussions of this type shall be held in private between the Employee and his/her commanding officer. Such discussions are not considered discipline and are not subject to the grievance procedure. A written Employee Counseling Record may be completed to document such discussion with a copy provided to the Employee. It is understood discussions between an Employee and his/her supervisor occur from time to time which may not be documented in any manner. Supervisory copies of the Employee Counseling Records shall not be placed in the Employee's personnel file or the departmental file but should instead be maintained in private files by his/her supervisor. Commanding officers shall have the authority and responsibility to hold above-mentioned discussions with Employees immediately under his/her supervision.

**Section 28.3** Discipline under this Agreement shall be limited to reprimand, suspension, fine.

**Section 28.4** The Human Resources Department shall retain each Employee's official personnel file. The Fire Department shall retain each Employee's departmental file. All Employees shall be able to view their personnel file or their departmental file in the Fire Chief's office during normal office hours (in the presence of an administrative staff member).

**Section 28.5** Employees shall be given a copy of any written discipline at the time such action is taken against him/her, or at least within seventy-two (72) hours of the action. Employees shall receive written notification when other disciplinary information is entered into his/her personnel file or departmental file kept in the Fire Chief's office. The parties agree no counseling or disciplinary informational references shall be included within Daily Log Books.

**Section 28.6** Any Employee disagreeing with a written criticism placed in his/her personnel file or departmental file shall be allowed to have his/her views regarding such criticism placed in such file.

**Section 28.7** A meeting between an Employee and his/her Assistant, Deputy or Fire Chief during which the principle topic of discussion is discipline or potential disciplinary action will entitle the Employee involved to request the presence of a Union representative during such meeting. If such request is made, it shall be honored. An Employee's Company Officer shall be in attendance at any meeting wherein the discussion or initiation of disciplinary action by a District Fire Chief is the principle topic, if such request is made by the Employee.

**Section 28.8** A statute of limitations of twenty-four (24) months shall exist for considering past suspensions when determining appropriate discipline for a new offense, and the statute of limitations for all other disciplinary actions shall be twelve (12) months. The above statutes of limitations shall apply provided there has been no further violation by the same Employee during that period of time.

## **ARTICLE 29 - PHYSICAL EXAMINATION**

**Section 29.1** Physical Examinations shall be governed by the terms and conditions as negotiated in the Tulsa Fire Department Administrative Operating Procedures Section 619.

## **ARTICLE 30 - HEALTH, WELLNESS, AND SAFETY**

**Section 30.1** The Union and the Employer recognize that the physical fitness of Employees is an area of mutual concern both as involves the health and safety of Employees and also in ensuring the proper ability of Employees to adequately perform the necessary public safety functions entrusted to him/her. The Parties also recognize that cooperative efforts in ensuring proper fitness, safety and wellness of Employees will result in the most beneficial and accepted approach to the matter of Firefighters physical fitness and related program criteria.

**Section 30.2** During the term of this Agreement, Employer and Union agree to appoint a Health, Wellness, and Safety Committee (Committee) with three (3) representatives each appointed by Employer and Union. In addition to the above representatives, a Committee Chairperson shall be appointed by the Fire Chief and the Chairperson will normally act as a non-voting committee member except in cases involving a tie vote on any given matter. In addition, the City Physician will act as an advisor to Committee as requested by the Chairperson.

**Section 30.3** The Committee shall be responsible for identifying and responding to safety and health needs of the Fire Department and to consider issues as submitted by the Union's Health and Safety Committee. The Committee shall meet at least quarterly at times and locations designated by the Chairperson and shall present its findings and recommendations in writing to the Labor/Management Committee.

**Section 30.4** The parties agree that the initial Physical Fitness Testing Program shall be mandatory for all Employees hired after July 1, 1995, and voluntary for those Employees hired prior to July 1, 1995. The purpose of the voluntary nature of the program for incumbent Employees hired prior to the effective date of this contract is to ensure no Employees are negatively impacted by employment conditions which they were unaware of at the time they became regular Employees of the City of Tulsa. Said initial program shall be subject to the grievance/arbitration procedure as set forth under Article 7 of this Agreement but only as concerns Employee issues which may arise as to any possible discriminatory effect of the program. Upon successful completion of the physical fitness portion of the program, the participants will have the opportunity to receive the traditional incentive of twenty-four (24) hours off or twenty-four (24) hours pay. To receive the incentive, program participants must take the Physical Ability Test (PAT) with a score of "incentive" (see Appendix B). Participants shall be allowed only one opportunity (initial test) each fiscal year to test for and receive the incentive.

- A. **Mandatory Participants:** If an Employee fails to meet the maintenance level of the PAT as designated in Appendix B, they will schedule a meeting with the Fitness Coordinator or Specialist to work on a new exercise prescription or a

modification of the original prescription. The Employee will be allowed to retest, at least once, after working with the Fitness Coordinator or Specialist for a period of three months. If the Employee is still not able to meet the maintenance level, the Fire Chief will review the Employee's performance and expected improvement.

- B.** Voluntary Participants: Employees hired prior to July 1, 1995 are encouraged to voluntarily take part in every phase of the Physical Fitness Program. However, the PAT is optional for voluntary participants.
- C.** Assessment results for participants shall be confidential (restricted to City Physician, Fitness Coordinator or Specialist, and Fire Chief) and kept on file only with the Health and Fitness Coordinator. Program participants shall be provided workout equipment in accordance with the P.F.T. Program. Participants shall be provided time during normal working hours to perform their prescribed exercises and/or approved exercises and in a manner so as to not interfere with their emergency response duties. Employees will be afforded one (1) opportunity while on duty to practice the PAT prior to testing during the Employee's initial program year. Employees that desire the incentive must complete all phases of the program and must reach the incentive level on the PAT. However, all Employees shall remain subject to medical or other types of review at the discretion of management to ensure the Employee's fitness for duty within the Fire Department.

**Section 30.5** The Committee shall provide a forum for the review and consideration of problems, complaints, or needed program improvements and recommend solutions to the Fire Chief. The parties further agree that any future changes to the initial P.F.T. Program as implemented shall be subject to normal grievance/arbitration procedures or collective bargaining at the request of the Union or Employer as allowed under State law.

**Section 30.6** The Committee will also review and recommend policies, procedures, rules, regulations, manning requirements and programs to satisfy and correct safety and health needs. In addition, the Committee will be responsible for recommending cost reduction programs and loss prevention measures. The parties agree the Health, Wellness, and Safety Committee shall be expected to provide a semi-annual written recommendation, status report and any related finding as regards staffing standards for the Tulsa Fire Department. Findings of this committee or any subcommittee thereof shall be approved as to final content through the joint Labor/Management Committee with a copy provided to the Mayor.

## **ARTICLE 31 - DRUG TESTING**

**Section 31.1** The Union and the City recognize the necessity of ensuring the workplace is free from the hazards of drugs or alcohol for the safety of both Employees and the citizens we serve. Therefore, the parties agree that Drug Testing shall be addressed and administered per the Drug

Testing Policy within Section 607 of the Administrative Operating Procedures of the Tulsa Fire Department and be considered a part of this collective bargaining agreement.

### **ARTICLE 32 - TRAVEL AND ASSOCIATION ALLOWANCE**

**Section 32.1** Employees who are required to use personal transportation to move from one fire station to another, to travel from their assigned station after retrieving their bunker gear to their assigned Callback for Overtime station, or to perform Fire Department activities, shall be reimbursed at the IRS maximum mileage reimbursement rate. Such mileage reimbursement shall be paid for the round trip.

**Section 32.2** Members who have incurred travel expense will have until the last day of the following month in which the travel occurred to apply for reimbursement.

**Section 32.3** Employer shall provide payment of forty dollars (\$40) to the Union for each member who also is an O.S.F.A. member by March 1 of each year. Union shall provide the City with appropriate membership statement from the O.S.F.A. at least 30 and not more than 90 days prior to February 1 each year. Union shall provide payment verification statements from the O.S.F.A. by March 1 of each year.

### **ARTICLE 33 - LONGEVITY PAY**

**Section 33.1** Employer shall pay each Employee covered by this Agreement, longevity pay of Nine Dollars and Sixty Cents (\$9.60) per month for each year of service from the Employee's date of hire. Longevity pay shall begin after the Employee has completed three (3) years of service at the rate of Twenty-Eight Dollars and Eighty Cents (\$28.80) per month, and shall increase by Nine Dollars and Sixty Cents (\$9.60) per month each year thereafter to One Hundred Ninety Two Dollars (\$192.00) per month through the completion of twenty (20) years of service. Effective July 1, 2003, upon completion of twenty (20) years of service and each year thereafter, the Employee will receive longevity pay of Two Hundred Forty Dollars (\$240) per month.

### **ARTICLE 34 - HONOR GUARD**

**Section 34.1** The Tulsa Fire Department shall establish at least an eight (8) person voluntary Honor Guard generally based on the guidelines provided from the Labor Management Committee with uniform standards set by the Fire Chief. Uniforms shall be provided by the Tulsa Fire Department and shall be retained as Department property.

**Section 34.2** All Honor Guard activities shall be approved by the Fire Chief or his/her designee. Employees shall be compensated for approved Honor Guard activities. If such activities fall outside of their normal shift, Employees shall be compensated at the Employee's option with either time and one-half compensatory leave or time and one-half overtime. It is understood the Chief shall give preference to the utilization of on-shift members for Honor Guard activities.

## **ARTICLE 35 - MATERNITY LEAVE**

**Section 35.1** The purpose of this Article is to establish a safe and equitable work assignment and leave procedure for female Firefighters who are pregnant.

**Section 35.2** The Fire Chief or his/her designee shall provide limited duty to a pregnant Firefighter assigned to suppression duties or who is assigned to other duties hazardous to the Employee and/or the unborn child as determined by the City Physician upon notification of such pregnancy. The Employee shall continue on such limited duty unless the Employee requests and is granted the use of vacation leave, compensatory leave or personal leave, or the Employee is eligible for sick leave benefits.

## **ARTICLE 36 - FAMILY AND MEDICAL LEAVE**

**Section 36.1** Employees shall be required to first utilize sick leave and vacation leave accruals as may apply to the twelve (12) week benefit under the Federal Family and Medical Leave Act. Any remaining Family and Medical Leave Act leave after expenditures of applicable paid leave benefits shall be administered as leave without pay.

## **ARTICLE 37 - DRIVER'S LICENSING AND ACCIDENT POLICY**

**Section 37.1** The Union and the City recognize the importance of providing consistent guidelines and rules related to Employees being authorized to operate City vehicles, the handling of accidents, and the reduction of vehicle damage losses. Therefore, the parties agree that these matters shall be addressed and administered per the Driver's License and Accident Policy within the A.O.P. Manual of the Fire Department, and said policy shall be considered part of this agreement.

## **ARTICLE 38 - DEFERRED COMPENSATION**

**Section 38.1** The City and the Union mutually desire that Employees take part in savings opportunities allowed under the IRS 457 Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an Employee's financial preparation for retirement, and are especially valuable if an Employee participates from the earliest date possible during their employment.

**Section 38.2** 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 only the initial two (2) years of participation for each Employee participating in the deferred compensation program.

**Section 38.3** 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 Fire personnel in deferred compensation programs.

### **ARTICLE 39 - DURATION OF AGREEMENT**

**Section 39.1** 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. In the event of failure of the City to appropriate said funds, said economic provisions 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 shall waive the one hundred twenty (120) day notification requirement specified in this Article and the City and Union shall enter into negotiations for fiscal year 09-10 upon said economic increases. The remainder of this Collective Bargaining Agreement shall remain in full force and effect until Midnight, June 30, 2010.

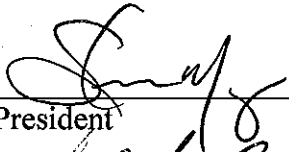

**Section 39.2** The parties further agree that this Collective Bargaining Agreement may be extended after June 22nd of each fiscal year by Memorandum of Understanding through Affirmative Action of the parties, for successive periods of one (1) year each, beginning July 1, 2010, unless either party hereto furnishes written notice to the other of its desire and intention to open negotiations for a successor Agreement not less than thirty (30) days prior to any anniversary date of this Agreement (June 30), beginning with the year 2010.

**Section 39.3** Whenever wages, rates of pay, or any other matters requiring appropriation of monies by Employer are included as matters of collective bargaining, it shall be the obligation of Union to serve on Employer written notice of request for collective bargaining at least one hundred twenty (120) days prior to July 20 of each year, the last day on which monies can be appropriated by Employer to cover the Agreement period which is the subject of the collective bargaining procedure.

**Section 39.4** It shall be the obligation of Employer and Union to meet at a reasonable time and confer in good faith with representatives of Union and Employer ten (10) days after receipt of written notice from Union or Employer requesting a meeting for purposes of collective bargaining.

IN WITNESS WHEREOF, we have hereunto caused this instrument to be executed on this 20th day of August, 2009.

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL NO. 176

By:   
President  
  
Executive Vice President

Bargaining Committee  
Stan May  
Chad Miller  
Keith Beck  
Jimmy Ober  
Joe Youngblood

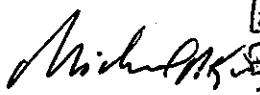
“UNION”

CITY OF TULSA, OKLAHOMA  
a municipal corporation

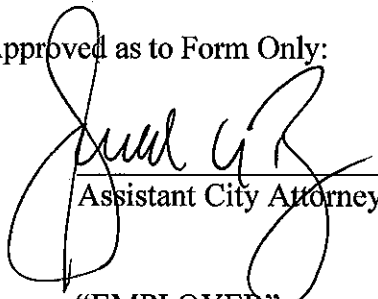
By:   
Mayor

Bargaining Committee  
Tony Puckett  
Nancy Siegel  
Gerald Bender  
Allen LaCroix  
Joyce Powell  
Kevin Matthews

ATTEST:

  
City Clerk  


Approved as to Form Only:

  
Assistant City Attorney  
“EMPLOYER”

**APPENDIX A**  
**FIREFIGHTERS PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2009**

Step	C	D	E	F	G	H	I	J	K	L	M
<b><u>FD01</u></b>											
A	34,747.26	36,137.16	37,582.64	39,085.95	40,649.39	42,275.37	43,966.38	45,725.02	47,554.02	49,456.19	54,420.19
M	2,895.61	3,011.43	3,131.89	3,257.16	3,387.45	3,522.95	3,663.86	3,810.42	3,962.84	4,121.35	4,535.02
S	1,447.80	1,505.72	1,565.94	1,628.58	1,693.72	1,761.47	1,831.93	1,905.21	1,981.42	2,060.67	2,267.51
H(40)	16.71	17.37	18.07	18.79	19.54	20.32	21.14	21.98	22.86	23.78	26.16
H(52)	12.85	13.36	13.90	14.45	15.03	15.63	16.26	16.91	17.59	18.29	20.13
<b><u>FD02</u></b>											
A							48,552.19	50,494.28	52,514.06	54,614.61	60,386.34
M							4,046.02	4,207.86	4,376.17	4,551.22	5,032.19
S							2,023.01	2,103.93	2,188.09	2,275.61	2,516.10
H(40)							23.34	24.28	25.25	26.26	29.03
H(52)							17.96	18.67	19.42	20.20	22.33
<b><u>FD03</u></b>											
A							56,706.69	58,974.95	61,333.96	63,787.31	69,613.62
M							4,725.56	4,914.58	5,111.16	5,315.61	5,801.14
S							2,362.78	2,457.29	2,555.58	2,657.80	2,900.57
H(40)							27.26	28.35	29.49	30.67	33.47
H(52)							20.97	21.81	22.68	23.59	25.74
<b><u>FD04</u></b>											
A	47,086.76	48,970.23	50,929.04	52,966.20	55,084.83	57,288.23	59,579.78	61,962.97	64,441.49	67,019.14	73,094.31
M	3,923.90	4,080.85	4,244.09	4,413.85	4,590.40	4,774.02	4,964.98	5,163.58	5,370.12	5,584.93	6,091.19
S	1,961.95	2,040.43	2,122.04	2,206.93	2,295.20	2,387.01	2,482.49	2,581.79	2,685.06	2,792.46	3,045.60
H(40)	22.64	23.54	24.49	25.46	26.48	27.54	28.64	29.79	30.98	32.22	35.14
H(52)	17.41	18.11	18.83	19.59	20.37	21.19	22.03	22.92	23.83	24.79	27.03
Fire Inv. (17/23)	20.67	21.50	22.36	23.25	24.18	25.15	26.15	27.20	28.29	29.42	32.09
<b><u>FD05</u></b>											
A							64,843.49	67,437.24	70,134.72	72,940.11	80,258.40
M							5,403.62	5,619.77	5,844.56	6,078.34	6,688.20
S							2,701.81	2,809.88	2,922.28	3,039.17	3,344.10
H(40)							31.17	32.42	33.72	35.07	38.59
H(52)							23.98	24.94	25.94	26.97	29.68
<b><u>FD06</u></b>											
A							74,465.03	77,443.62	80,540.29	83,763.03	92,167.21
M							6,205.42	6,453.64	6,711.69	6,980.25	7,680.60
S							3,102.71	3,226.82	3,355.85	3,490.13	3,840.30
H(40)							35.80	37.23	38.72	40.27	44.31
H(52)							27.54	28.64	29.79	30.98	34.09
<b><u>FD07</u></b>											
A							84,909.43	88,305.82	91,838.05	95,511.57	105,094.52
M							7,075.79	7,358.82	7,653.17	7,959.30	8,757.88
S							3,537.89	3,679.41	3,826.59	3,979.65	4,378.94
H(40)							40.82	42.45	44.15	45.92	50.53
H(52)							31.40	32.66	33.96	35.32	38.87

**APPENDIX B**  
**PHYSICAL ABILITY TEST LEVELS**

**Physical Ability Test – Maintenance Level**

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<b>Event</b>	<b>Target Time</b>	<b>Maximum Time</b>
Step Mill	>2:59	N/A
Hose Drag	<0:22	<0:25
Search	<1:08	<1:22
Rescue	<0:21	<0:24
Forcible Entry	<0:10	<0:12
Ladder	<0:36	<0:41
Ceiling Hook	>23 reps	N/A

---

**Physical Ability Test – Incentive Level**

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<b>Event</b>	<b>Target Time</b>	<b>Maximum Time</b>
Step Mill	≥5:49	N/A
Hose Drag	<0:18	<0:21
Search	<0:53	<1:07
Rescue	<0:18	<0:21
Forcible Entry	<0:08	<0:10
Ladder	<0:31	<0:36
Ceiling Hook	≥29 reps	N/A

---

APPENDIX C  
PRESIDENT'S ASSIGNMENT

5/12/94

MEMORANDUM  
OF UNDERSTANDING BETWEEN  
CITY OF TULSA, OKLAHOMA  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 176  
AFL-CIO/CLC

WHEREAS, the City and the IAFF (the parties) have agreed to certain conditions regarding the Union President's assignment under Article 24, Section 4; and

WHEREAS, the parties agree those conditions should be set forth in writing.

THEREFORE, BE IT RESOLVED, the following language shall be considered applicable to the Union President's assignment and the Collective Bargaining Agreement:

During the term of this Agreement, the Union President shall be assigned to a special forty (40) hour administrative position by the Fire Chief for purposes of furthering Union/Management relations.

The Union President's assignment shall be subject to the following conditions:

- (a) The Union President will normally be available during the day to discuss labor issues with the Fire Chief or his designee;
- (b) The Union President will be assigned to certain duties by the Fire Chief in support of the Fire Department's mission which may include:
  - review of labor/management issues
  - review of programs for efficiency and effectiveness
  - reporting on related findings or providing bargaining unit feedback and/or suggestions as involves the above items
- (c) The Union President shall submit a simple weekly time report (as attached) to the Fire Chief or his designee. A Leave Report (Tul-4717) shall be completed and must be approved prior to the Union President's use of Leave benefits;
- (d) The City shall only be responsible for potential FLSA overtime provisions if the President's special duty assignments require work in excess of a forty (40) hour week approved by the Fire Chief.

The Union shall be responsible for any expenses for travel, seminars, etc., which are approved by the Union Executive Board except and unless specific approval is granted by the Fire Chief;

- (e) When any employee of the Tulsa Fire Department assumes the position of President of Local 176 IAFF, regardless of his assignment at the time, he shall be reassigned pursuant to Section 24.1 of Article 24 and remain subject to emergency service responses in cases of unusual circumstances (natural disasters, major fires, civil disorders, etc.) which call for large scale responses as determined necessary by the Chief of The Department. Therefore, the President shall maintain all qualifications, skills and knowledge necessary to perform the duties of his/her rank.

M. Susan Savage  
Mayor

June 29, 1994  
date

Walter J. Drake  
Union

Hettie Green  
Deputy City Clerk

[Signature]  
Legal

**APPENDIX D**

7-08-09

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 tentatively reached a contract settlement for FY 2009-2010, subject to approval by the membership of the Local and the Mayor of the City of Tulsa; and

WHEREAS, the Parties agree that due to the City's severe budget condition for FY2010, the City does not have available revenue and is not financially able to pay increases in wages, increases in benefits or step performance increase ("SPIs") as specified in the FY 2008-2009 Collective Bargaining Agreement (CBA), in FY 2009-2010, and the City has sought furloughs of all City employees; and

WHEREAS, furloughs in the Fire Department will result in a cost savings to the City of \$1,516,000;

WHEREAS, the IAFF desires to fund a portion of the SPI that eligible firefighters would otherwise receive in FY 2009-2010 by temporarily suspending certain benefits that would otherwise be due them under the collective bargaining agreement; and

WHEREAS, to address the City's budget condition for FY 2009-2010, the Parties agree that this Memorandum of Understanding ("MOU") will temporarily amend the CBA for FY 2009-2010 only; and

WHEREAS, the Parties therefore agree as follows:

1. No across-the-board, cost of living, SPI except as agreed to herein, or other wage increase, and no benefits increases, will be paid by the City in the FY 2009-2010 Collective Bargaining Agreement ("FY 2009-2010 CBA").
2. All terms of the Parties' FY 2008-2009 collective bargaining agreement will remain unchanged for FY 2009-2010, except for date changes and tentative agreements on language issues agreed to by the parties in negotiations as shown by signed tentative agreements from negotiations, provided however the Parties recognize and agree that this MOU will temporarily amend the terms of the FY 2009-2010 CBA for the time period covered by this MOU, and this MOU will be referenced as an appendix to the FY 2009-2010 CBA.
3. The Tulsa Fire Department shall be reorganized as proposed in the Fire Chief's FY 2009-2010 budget proposal which is estimated to save the City \$1,771,000 in FY

2009-2010. (The Parties acknowledge this portion of the MOU is agreed to via settlement discussions and without prejudice to either party's position related to this or future reorganizations of the Tulsa Fire department. The Parties acknowledge an ongoing Local grievance related to a City instituted promotional freeze and agree on July 1<sup>st</sup>, 2009 all members that are currently on a promotional eligibility list and would have been promoted if the promotional freeze had not been put into effect will be promoted back to the date the vacancy occurred.) As a part of the Fire Department reorganization, and as attritions occur in the next two pending FD-05 and three pending FD-03 positions the vacancies will not be filled and these positions will be abolished. The FD-05 list shall not be considered expended until all dual encumbered FD-05's are absorbed.

4. As a part of the Fire Department reorganization, two EMS squads, each consisting of a two-person crew, will be implemented on July 1, 2009. 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. The Parties agree to operate a committee under the guidelines of the parties' Labor/Management Committee process for the purpose of reviewing the EMS Squad program for safety, efficiency, and effectiveness, beginning July 1, 2009.
5. The City FY 2009-2010 Budget calls for furlough days for City employees due to the City's severe budgetary condition. Fire fighters who work 27-day work periods shall be furloughed for 3.5 shifts, which shall be scheduled in the same manner as annual leave. Fire fighters who work 7-day work periods shall be furloughed for 8 days, which shall be scheduled per the City furlough schedule, unless designated otherwise by the Fire Chief. The City agrees to temporarily increase the maximum Annual Leave accrual amount in Article 16, Section 16.3 and 16.4 respectively, until December 31, 2011.
6. The Parties agree that the City's financial obligation for the 3 percent pension pick up in Article 9, Section 9.8 will temporarily be forgiven for FY 2009-2010 for an estimated savings to the City of \$1,300,000. The parties agree that each member of the Union will be responsible for their 3 percent contribution amount to be paid to the pension system by temporarily increasing the current amount of five percent to the adjusted amount of eight percent during the time period covered by this agreement.
7. The minimum staffing level of Field Operations shall be reduced by two members per shift from 144 to 142 for FY 2009-2010. This reduction applies to the two Air and Light Unit members indicated in Administrative Operating Procedure 235.1.
8. The Parties agree to temporarily forgive the City's financial obligation for the annual clothing allowance provided for in Article 14 for FY 2009-2010 in order to fund 50 percent of the SPI movement that eligible fire fighters would otherwise receive in

FY 2009-2010, and pay the difference between the cost of furloughs and the three percent pension contribution amount referenced in Section 6 of this MOU. The SPI movement referenced in this paragraph is expressly subject to paragraph 9 below. By forgiving temporarily the City's financial obligation for the clothing allowance, the Local is "funding" 50 percent of the SPI for eligible fire fighters, and subject to paragraph 9 below, eligible fire fighters will move to the next step on the date on which the cost of the SPI for FY 2009-2010 is 50 percent of the step.

9. The Parties recognize that the City's severe budgetary condition may result in the City implementing further budget reductions in FY 2009-2010, based on future sales tax revenue received in FY 2009-2010, which would require an additional reduction of \$960,000 in the Fire Department budget in FY 2009-2010. The above cost savings will be referenced in Appendix A (attached). In the event such occurs, the Local and the City agree that the following temporary concessions and operational changes shall be made in order to reach the \$960,000 budget reduction:
  - a. The 50% SPI movement referenced in paragraph 9 above shall not occur in FY 2009-2010, and eligible firefighters will not move to the next step until June 30, 2010 (the funding for which in FY 2009-2010 is provided by the Local forgiving the benefits referenced in this MOU and the funding for which in FY 2010-2011 is anticipated due to the savings to the Fire Department in the second year of the Fire Department reorganization plan.)
  - b. The Local shall temporarily forgive and the City shall not pay the fitness pay provided in Article 30, which is estimated to have a cost savings of \$150,000 to the City in FY 2009-2010. The members who meet the incentive level will be granted vacation according to the Article. The City agrees to temporarily increase the maximum accrual amount in Article 16, Section 16.3 and 16.4 accordingly until December 31, 2011.
  - c. The Fire Department shall not have a fire academy for recruits in FY 2009-2010, which has an estimated savings of \$310,000, and
  - d. If the Department's overtime budget is exhausted in FY 2009-2010, the Department will temporarily adjust staffing levels, unless the parties reach another agreement on overtime.
10. The Parties recognize the City's current budgetary condition is temporary and agree that by or before January 15, 2010, they will jointly conduct a review of the City's overall revenue condition. The parties agree that if by February 15, 2010, the finance department general fund revenue projections will exceed \$258,000,000 in FY 2009-2010 the Parties will reopen negotiations to discuss restoration of concessions agreed to during the term of this agreement.
11. The total amount of wage and benefit items forgiven by the Local for FY 2009-2010 based on the current level of budget reductions by the City is calculated to be

\$1,750,000. The total amount of the wage and benefit items forgiven or operational changes agreed to by the Local for FY 2009-2010 if the additional budget reduction in paragraph 9 occurs is \$907,000.

12. The total amount of cost savings to the City from the Fire Department reorganization, in FY 2009-2010 is calculated to be \$1,700,000, and in FY 2010-2011 is calculated to be an additional \$600,000;
13. The Parties agree in order to avoid firefighter layoffs and reductions in force and further firefighter furloughs that the City shall apply for a grant in FY 2009-2010 from the U.S Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) grant program. The Parties also agree that any monies received by the City during the term of this agreement through the SAFER Act grant program will be immediately utilized to hire back laid off firefighters, restore firefighter positions lost due to reductions in force, and restore any wages lost through firefighter furloughs. Subject to the legal requirements of the grant and the collective bargaining agreement, the Fire Chief will determine the order and method of rehire and restoration of positions and wages. The Parties agree that to the extent possible under the SAFER program rules any remaining said funds will be utilized to restore applicable concessions agreed to during the term of this agreement.

THEREFORE BE IT RESOLVED, the parties therefore agree as follows:

1. No across-the-board, cost of living, SPI except as agreed to herein, or other wage increase, and no benefits increases, will be paid by the City in the FY 2009-2010 Collective Bargaining Agreement ("FY 2009-2010 CBA").
2. All terms of the Parties' FY 2008-2009 collective bargaining agreement will remain unchanged for FY 2009-2010, except for date changes and tentative agreements on language issues agreed to by the parties in negotiations as shown by signed tentative agreements from negotiations, provided however the Parties recognize and agree that this MOU will temporarily amend the terms of the FY 2009-2010 CBA for the time period covered by this MOU, and this MOU will be referenced as an appendix to the FY 2009-2010 CBA.
3. The Tulsa Fire Department shall be reorganized as proposed in the Fire Chief's FY 2009-2010 budget proposal which is estimated to save the City \$1,771,000 in FY 2009-2010. (The Parties acknowledge this portion of the MOU is agreed to via settlement discussions and without prejudice to either party's position related to this or future reorganizations of the Tulsa Fire department. The Parties acknowledge an ongoing Local grievance related to a City instituted promotional freeze and agree on July 1<sup>st</sup>, 2009 all members that are currently on a promotional eligibility list and would have been promoted if the promotional freeze had not been put into effect will be promoted back to the date the vacancy occurred.). As a part of the Fire Department reorganization, and as attritions occur in the next two pending FD-05 and three pending FD-03 positions the vacancies will not be filled and these

positions will be abolished. The FD-05 list shall not be considered expended until all dual encumbered FD-05's are absorbed.

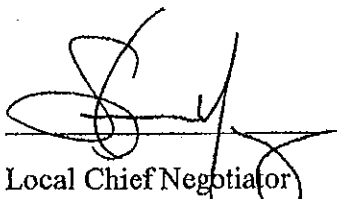
4. As a part of the Fire Department reorganization, two EMS squads, each consisting of a two-person crew, will be implemented on July 1, 2009. Two additional two-person EMS squads will be implemented on July 1, 2010 and one additional two-person EMS squad will be implemented on July 1, 2011. During fiscal 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. The Parties agree to operate a committee under the guidelines of the parties' Labor/Management Committee process for the purpose of reviewing the EMS Squad program for safety, efficiency, and effectiveness, beginning July 1, 2009.
5. The City FY 2009-2010 Budget calls for furlough days for City employees due to the City's severe budgetary condition. Fire fighters who work 27-day work periods shall be furloughed for 3.5 shifts, which shall be scheduled in the same manner as annual leave. Fire fighters who work 7-day work periods shall be furloughed for 8 days, which shall be scheduled per the City furlough schedule, unless designated otherwise by the Fire Chief. The City agrees to temporarily increase the maximum Annual Leave accrual amount in Article 16, Section 16.3 and 16.4 respectively, until December 31, 2011.
6. The Parties agree to temporarily forgive the City's financial obligation for the 3 percent pension pick up in Article 9, Section 9.8 for FY 2009-2010 for an estimated savings to the City of \$1,300,000. The parties agree that each member of the Union will be responsible for their 3 percent contribution amount to be paid to the pension system by temporarily increasing the current amount of five percent to the adjusted amount of eight percent during the time period covered by this agreement.
7. The minimum staffing level of Field Operations shall be reduced by two members per shift from 144 to 142 for FY 2009-2010. This reduction applies to the two Air and Light Unit members indicated in Administrative Operating Procedure 235.1.
8. The Parties agree to temporarily forgive the City's financial obligation for the annual clothing allowance provided for in Article 14 for FY 2009-2010 in order to fund 50 percent of the SPI movement that eligible fire fighters would otherwise receive in FY 2009-2010, and pay the difference between the cost of furloughs and the three percent pension contribution amount referenced in Section 6 of this MOU. The SPI movement referenced in this paragraph is expressly subject to paragraph 9 below. By forgiving temporarily the City's financial obligation for the clothing allowance, the Local is "funding" 50 percent of the SPI for eligible fire fighters, and subject to paragraph 9 below, eligible fire fighters will move to the next step on the date on which the cost of the SPI for FY 2009-2010 is 50 percent of the step.
9. The Parties recognize that the City's severe budgetary condition may result in the City implementing further budget reductions in FY 2009-2010, based on future sales

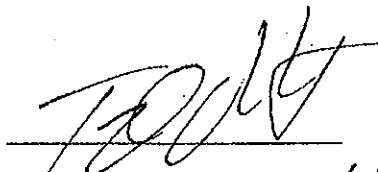
tax revenue received in FY 2009-2010, which would require an additional reduction of \$960,000 in the Fire Department budget in FY 2009-2010. The above cost savings will be referenced in Appendix A (attached). In the event such occurs, the Local and the City agree that the following temporary concessions and operational changes shall be made in order to reach the \$960,000 budget reduction:

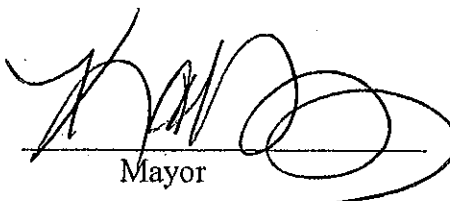
- a. The 50% SPI movement referenced in paragraph 9 above shall not occur in FY 2009-2010, and eligible firefighters will not move to the next step until June 30, 2010 (the funding for which in FY 2009-2010 is provided by the Local forgiving the benefits referenced in this MOU and the funding for which in FY 2010-2011 is anticipated due to the savings to the Fire Department in the second year of the Fire Department reorganization plan.)
  - b. The Local shall temporarily forgive and the City shall not pay the fitness pay provided in Article 30, which is estimated to have a cost savings of \$150,000 to the City in FY2009-2010. The members who meet the incentive level will be granted vacation according to the Article. The City agrees to temporarily increase the maximum accrual amount in Article 16, Section 16.3 and 16.4 accordingly until December 31, 2011.
  - c. The Fire Department shall not have a fire academy for recruits in FY 2009-2010, which has an estimated savings of \$310,000. and
  - d. If the Department's overtime budget is exhausted in FY 2009-2010, the Department will temporarily adjust staffing levels, unless the parties reach another agreement on overtime.
10. The Parties recognize the City's current budgetary condition is temporary and agree that by or before January 15, 2010 they will jointly conduct a review of the City's overall revenue condition. The parties agree that if by February 15, 2010 the finance department general fund revenue projections will exceed \$258,000,000 in FY 2009-2010 the Parties will reopen negotiations to discuss restoration of concessions agreed to during the term of this agreement.
  11. The total amount of wage and benefit items forgiven by the Local for FY 2009-2010 based on the current level of budget reductions by the City is calculated to be \$1,750,000. The total amount of the wage and benefit items forgiven or operational changes agreed to by the Local for FY 2009-2010 if the additional budget reduction in paragraph 9 occurs is \$907,000.
  12. The total amount of cost savings to the City from the Fire Department reorganization, in FY 2009-2010 is calculated to be \$1,700,000, and in FY 2010-2011 is calculated to be an additional \$600,000;
  13. The Parties agree in order to avoid firefighter layoffs, reductions in force, and firefighter furloughs that the City shall apply for a grant in FY 2009-2010 from the

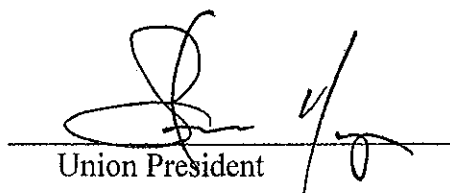
U.S Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) grant program. The Parties also agree that any monies received by the City during the term of this agreement through the SAFER Act grant program will be immediately utilized to hire back laid off firefighters, restore firefighter positions lost due to reductions in force, and restore any wages lost through firefighter furloughs. Subject to the legal requirements of the grant and the collective bargaining agreement, the Fire Chief will determine the order and method of rehire and restoration of positions and wages. The Parties agree that to the extent possible under the SAFER program rules any remaining said funds will be utilized to restore applicable concessions agreed to during the term of this agreement.

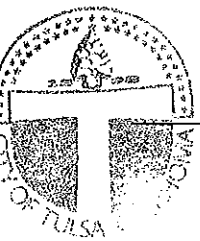
Tentatively agreed to by the parties' chief negotiators subject to ratification by the Local and approval by the Mayor of the City of Tulsa.

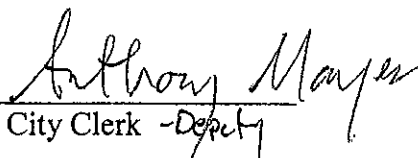
  
Local Chief Negotiator 7-8-09

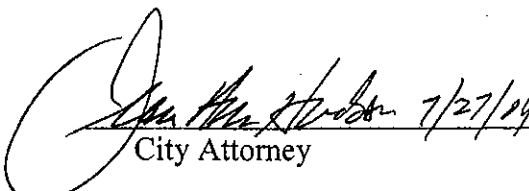
  
City Chief Negotiator 7/8/09

  
Mayor 7/27/09  
Date

  
Union President



  
Anthony Mayer  
City Clerk - Deputy

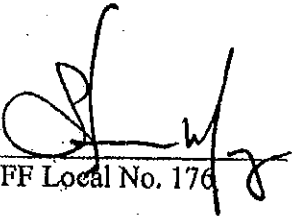
  
City Attorney 7/27/09


Addendum to MOU between IAFF Local No. 176 and City of Tulsa

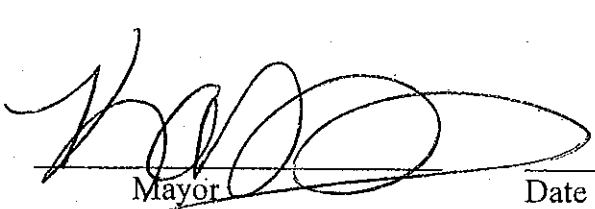
WHEREAS, to clarify the provisions of the Memorandum of Understanding ("MOU") tentatively agreed to on July 8, 2009 in regard to furlough days, the Parties agree to this Addendum to the MOU, and the following language shall be added to paragraph 5 in both the "Whereas" section on 2 and the "Therefore" section on page 5 and said paragraphs shall be amended accordingly:

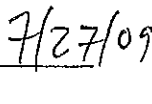
In lieu of taking deductions from pay for furlough shifts/days, the Local has agreed to temporarily forgive the City's obligation for the 3 percent pension pickup and half the uniform allowance under the Collective Bargaining Agreement for FY 2009-2010 as provided in paragraphs 6 and 8 of the MOU. Therefore, the fire fighters who work 27-day work periods will have 3.5 shifts added to their annual leave, and fire fighters who work 7-day work periods shall have 8 days added to their annual leave.

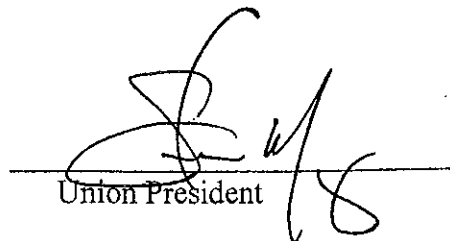
Tentatively agreed to by the parties' chief negotiators on July 9, 2009.

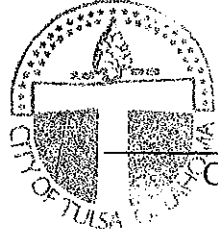
  
IAFF Local No. 176

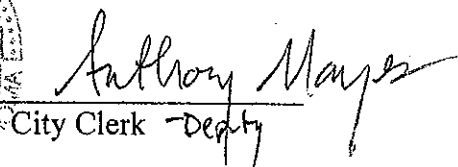
  
City of Tulsa

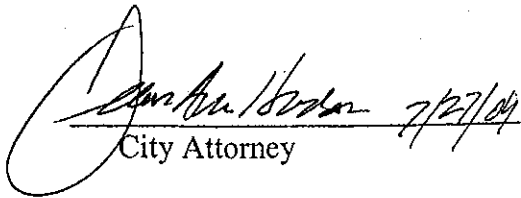
  
Mayor

  
Date

  
Union President



  
Anthony Mayes  
City Clerk - Deputy

  
Amber Hodson  
City Attorney

## Appendix A

### Original Budget Reduction:

Furlough cost		1,516,000.00
3% Pension contribution	1,300,000.00	
Difference		216,000.00
Uniform allowance (portion)	216,000.00	
		<u>0.00</u>
SPI cost (50%)		305,000.00
Uniform allowance (portion)	210,000.00	
One additional vacancy	95,000.00	
		<u>0.00</u>
Promotions back pay		24,000.00
Uniform allowance (portion)	24,000.00	
		<u>0.00</u>

### Second 5 Million Citywide Reduction Plan:

Shortage (Fire Department's part of citywide reduction)		960,000.00
No SPI (Second 50%)	305,000.00	655,000.00
No Academy class	310,000.00	345,000.00
No Fitness Pay option	150,000.00	195,000.00
Additional vacancies	147,000.00	48,000.00