## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TULSA, EMPLOYER AND LAFF LOCAL NO. 176. BARGAINING UNIT

Whereas, Local No. 176 of the International Association of Firefighters (Union) and the Coron of Tulsa ("City") (collectively "the Parties") have negotiated their FY 2024-2025 Collective Bargaining Agreement (CBA); and.

Whereas, after the Agreement was entered into, the City modified the holiday schedule in policies and procedures to include June 1<sup>st</sup> as a holiday in recognition of the 1921 Tulsa Race Massacre for non-bargaining unit employees; and

Whereas, the City desires to recognize June 1st as a holiday entitled Tulsa Race Massacre Observation Day for all sworn fire employees covered by the Collective Bargaining Agreement; and

Whereas, the City and Union understand and acknowledge this First Amendment to the Agreement is necessary to modify the holiday schedule because holidays are based on the written provisions of the Agreement unless Employer specifically and voluntarily agrees to change such schedule during the term of the Agreement.

Whereas, in order to ensure all sworn Fire Employees receive the new holiday as a benefit, changes to Article 16 – Annual Leave, Article 17 – Holidays, and Appendix D – Fire Investigators are required.

Whereas, the Parties have agreed this change is to be effective upon full execution of this MOU; and

Now, Therefore Be It Resolved, the Agreement shall be amended as follows:

 $\underline{Section~16.} 1 \ \, \text{Employer agrees that Employees of the bargaining unit shall earn paid annual leave as follows:}$ 

	40-hour Employees	24 hour shift Employees
No.Yrs. Service	Mo.Accrual/Annual	Mo.Accrual/Annual
Less than 6 6 through 15 16 through 24 25 and over	9.67 hrs/116.04 hrs 12.67 hrs/152.04 hrs 17.34 hrs/208.08 hrs 19.00 hrs/228 hrs	25 hrs/12.5 shifts 29 hrs/14.5 shifts 35 hrs/17.5 shifts 37 hrs/18.5 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 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 Faster)
- D. Memorial Day (Last Monday in May)
- E. Tulsa Race Massacre Observance Day (June 1st)
- F. Juneteenth (June 19)
- G. Independence Day (July 4)
- H. Labor Day (1st Monday in September)
- I. Veteran's Day (November 11)
- J. Thanksgiving Day (4th Thursday in November)
- K. Friday after Thanksgiving
- L. Christmas Eve (December 24)
- M. Christmas Day (December 25)
- N. Special holiday at the Employee's option subject to the approval of the Fire Chief

## Appendix D - Fire Investigators

D. Fire Investigators working the 27-day work period shall earn paid annual leave at the following rates in lieu of rates provided in 16.1:

Yrs of Service	Mo. Accrual/Annua
Less than 6	21.2 hrs./254.4 hrs
6 through 15	24.57hrs/294.84 hrs
16 through 24	29.62hrs/355.44 hrs
25 and over	31 31hrs/375 72 hrs

Be It Further Resolved, this agreement as set forth with the provisions listed above is entered into by the Parties in good faith and shall be considered as a one-time, nonprecedent setting agreement and shall not give rise to, or provide support for, any grievance

actions or disputes or projudice the positions of the Parties.

APR N 2 2025 Date

Komson Takmil Assistant City Attorney