IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

TULSA FRATERNAL ORDER OF POLICE LODGE 93,	)	
Plaintiff,	)	
vs.	)	Case No. CV-2025-939
	)	Judge Caroline Wall
CITY OF TULSA,	)	
Defendant.	)	

DEFENDANT CITY OF TULSA'S RESPONSE IN OPPOSITION TO PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

COMES NOW Defendant City of Tulsa ("City") and respectfully requests that the Court remove the Temporary Restraining Order entered in this matter on April 28, 2025 and deny any further efforts of Plaintiff Tulsa Fraternal Order of Police Lodge 93 ("Plaintiff" or "The Lodge") to temporarily or permanently restrain or enjoin the City of Tulsa from releasing the disputed Tulsa Police Personnel Records. The subject records belong to the City and whether they should be released is within the sole discretion of the City. The Lodge is unable to show it is likely to succeed on the merits, that it would be irreparably harmed, or that it would be against public policy if an injunction was not granted. In support, the City would show the court as follows:

CITY'S RESPONSE TO PLAINTIFF'S NUMBERED PARAGRAPHS

1. The City admits Plaintiff is the Collective Bargaining Agent for the Tulsa Police Officers as acknowledged under 11 OS § 51-101 et seq.

2. The City admits Plaintiff has standing to enforce the terms and conditions of the Collective Bargaining Agreement ("CBA") with the City of Tulsa for its members, however, this is not relevant as this suit does not call for the interpretation of any provision set forth in the parties' CBA.

3. The City recognizes The Lodge as the exclusive bargaining agent for all Employees of the Tulsa Police Department as defined by 11 OS § 51-102(10) and 11 OS § 50-101(6).

4. The City admits it currently has and has had agreements (CBA's) with Plaintiff that require(d) certain personnel records to be "purged and expunged" from certain files after certain time periods. However, this is not relevant because 1) none of the records at issue should have been "purged and expunged"; and 2) regardless, to the extent they exist, are in the City's possession, and responsive to a request under the Open Records Act, they must be released.

5. The City admits the subject language regarding the purging and expunging of certain records remained in substantially similar form in the CBA going back at least 20 years.

6. The City denies it has failed to "purge and expunge" any records as required by contract. Regardless, this is immaterial as the City is obligated to release any records it has in its possession that are responsive to a request under the Oklahoma Open Records Act.

7. The City denies it has failed to "purge and expunge" any records as required by contract.

8. On or about March 12, 2025, the City received a request for all complaints filed against the Tulsa Police Department "from January 1, 2016 to present". The City admits Plaintiff became aware of the pending release of certain personnel records related to its members.

9. Again, the City denies that any of the subject personnel records should have been purged and expunged.

10. A portion of the requested personnel records at issue were released prior to April 28, 2025. Pursuant to the agreement of the parties, the second portion of the personnel records at issue were not released on April 28, 2025 and are being held until the Court is able to provide the parties with a ruling concerning the release of such records.

11. The City denies the release of the records pursuant to the Oklahoma Open Records Act will constitute a breach of the parties' CBA or cause irreparable injury to the affected members.

12. Counsel for the City and counsel for The Lodge have been in contact regarding these proceedings and will abide by this Court's ruling concerning the release of the personnel records in dispute.

13. The City denies that the release of the subject records would be a violation of the rights afforded to the Lodge or that it would render any future judgment on the merits ineffectual.

14. As set forth below, the City requests that this Honorable Court deny the Lodge's request for an injunction in this matter to restrain the actions of the City in releasing the subject personnel records.

15. The subject records were not to be purged and expunged according to the parties' CBA and should be released pursuant to the Oklahoma Open Records Act. The records belong to the City and, pursuant to the Open Records Act, whether they should be released is up to the discretion of the City. The Lodge has no viable remedies under the law and should, instead, raise its concerns during contract negotiations with the City.

CITY'S STATEMENT OF PERTINENT FACTS

The City's Records Retention Policy concerning police records and "Internal Affairs Investigations" requires permanent retention of all IA investigations and "any subsequent disciplinary actions." See **Exhibit 1**, Records Retention Policy, page 161. This permanent retention policy arose from the federal Black Officers Coalition Consent Decree entered in 2003. TPD utilizes principles of progressive discipline and, accordingly, the parties' CBA requires certain disciplinary records to be removed from certain files so that they are not considered for

future disciplinary decisions. See **Exhibit 2**, CBA Sections 11.4 and 11.5 for FY 23-24 and FY 24-25. In the FY 24-25 contract, Section 11.5 was amended to clarify which files the records were to be removed from. It was never the intention or the practice (for at least the past 22 years) for the City not to retain records of IA investigations and disciplinary actions. Clearly, such records are necessary for Brady-Giglio purposes and/or any claims against the City for negligent hiring, training, supervision, and retention.

At *51 OS § 24A.7* of the ORA, it states:

> *A.* ***At the sole discretion of the public body****, a public body* ***may*** *keep personnel records confidential:*
>
> *1. Which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline or resignation; or*
>
> *2. Where disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, employment applications submitted by persons not hired by the public body and transcripts from institutions of higher education maintained in the personnel files of certified public school employees; provided, however, that nothing in this subsection shall be construed to exempt from disclosure the degree obtained and the curriculum on the transcripts of certified public school employees.*
>
> *B.* ***All personnel records not specifically falling within the exceptions*** *provided in subsection A or D of this section* ***shall be available for public inspection and copying*** *including, but not limited to, records of:*
>
> *1. An employment application of a person who becomes a public official;*
> *2. The gross receipts of public funds;*
> *3. The dates of employment, title or position; and*
> *4. Any final disciplinary action resulting in loss of pay, suspension, demotion of position or termination.* (emphasis added).

The subject ORA request seeks records of all complaints filed against TPD back to 2016. The City properly conducted a timely search and found it had records of final disciplinary action resulting in loss of pay, suspension, demotion of position, or termination in its possession. In its sole discretion, it did not find that such records met either of the exceptions provided in subsection

A or D. Therefore, it properly determined the subject records "shall be available for public inspection and copying". The City has followed the procedures to be in compliance with the Open Records Act.

The Lodge filed its Application making the unsupported allegations that the documents should not have existed and that they should not have been released. As set out above, the Lodge is mistaken about its contention that the subject records should no longer exist. Further, it asserts that the subject records should not be released because it would constitute a clearly unwarranted invasion of personal privacy pursuant to *51 OS § 24A.7(A)(2)*. The City disagrees and, as this is a matter that is in the "sole discretion" of the City, the more appropriate venue for this discussion would be in contract negotiations. Here, The Lodge seeks the extraordinary remedy of a temporary injunction. As shown below, The Lodge's application should be denied because it clearly cannot establish a substantial likelihood of success on the merits or that it would be irreparably harmed in the event the City is not enjoined from releasing the subject TPD personnel records. Further, it cannot show that the balance of equities tips in its favor or that a temporary injunction is in the public interest.

LEGAL ARGUMENT AND AUTHORITY

I. PLAINTIFF IS NOT ENTITLED TO AN EXTENDED TRO OR TEMPORARY INJUNCTION.

In *Ex Parte Grimes et al.*, 1 Okl. Cr. 102, 94 P. 668 (1908), the Supreme Court spoke at length of the distinction between a temporary injunction and a temporary restraining order. There, the Court stated:

> 'The former embodies a restraint which continues, unless modified by the court, until the hearing of the cause, and then it is made either permanent or discharged altogether; while the latter, strictly speaking is not an injunction at all, but a writ of the court to compel parties to maintain the matters in controversy in status quo until

> the question of whether or not a temporary injunction ought to issue, may be determined.'"

Morse v. Earnest, Inc., 1976 OK 31, 547 P.2d 955, 957.

A. Temporary Restraining Order

A temporary restraining order is no longer necessary here. The Court has set a hearing on May 14, 2025 on the issue of whether a temporary injunction ought to issue. A portion of the records at issue were released prior to April 28, 2025 and the City has agreed not to release any additional records until the Court has ruled on the matter. Therefore, there is no need for the Court to further compel the parties to maintain the matters in controversy until it may be determined whether a temporary injunction ought to issue.

B. Temporary Injunction

An injunction is an "extraordinary remedy, and relief by this means is not to be lightly granted." *Amoco Production Co. v. Lindley,* 1980 OK 6, ¶ 50, 609 P.2d 733, 745. The applicant must show entitlement to injunctive relief by clear and convincing evidence. *CoxCom, Inc. v. Oklahoma Secondary Schools Athletic Association,* 2006 OK CIV AP P 107, 143 P.3d 525.

12 OS § 1382 states:

> When it appears, by the petition, that the plaintiff is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of some act, the commission or continuance of which, during the litigation, would produce injury to the plaintiff; or when, during the litigation, it appears that the defendant is doing, or threatens, or is about to do or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual, a temporary injunction may be granted to restrain such act. And when, during the pendency of an action, it shall appear, by affidavit, that the defendant threatens or is about to remove or dispose of his property with intent to defraud his creditors, or to render the judgment ineffectual, a temporary injunction may be granted to restrain such removal or disposition. It may, also, be granted in any case where it is specially authorized by statute.

Oklahoma courts consider four criteria in determining whether to grant a temporary injunction: "(1) the applicant's likelihood of success on the merits, (2) irreparable harm to the party seeking relief if injunctive relief is denied, (3) the relative effect on the interested parties, and (4) public policy concerns arising out of the issuance of injunctive relief." *CoxCom, Inc.*, at ¶ 10, 143 P.3d at 528; *Lippitt v. Farmers Ins. Exchange*, 2010 OK CIV APP 48, ¶ 7, 233 P.3d 799, 802. Courts focus most heavily upon the irreparable harm requirement. *Id.* "[B]ecause a preliminary injunction is an extraordinary remedy, the right to relief must be clear and unequivocal." *Beltronics USA, Inc. v. Midwest Inventory Distrib., LLC,* 562 F.3d 1067, 1070 (10th Cir. 2009). A party seeking a preliminary injunction must prove that *all four* of the equitable factors weigh in its favor. *Id. See also Sierra Club, Inc. v. Bostick*, 539 Fed.Appx. 885, 888 (10th Cir. 2013).

1. THE LODGE CANNOT SHOW A LIKELIHOOD OF SUCCESS ON THE MERITS.

In its Application, The Lodge does not set forth how it is likely it will succeed on the merits. It is anticipated it will argue 1) the City should have purged and expunged the documents pursuant to the parties' CBA and 2) the release of records of final disciplinary actions constitutes an invasion of privacy. Neither of these arguments has any merit.

a. The Subject Records Have Been Properly Retained by The City.

As stated above, the City's Records Retention Policy concerning police records and "Internal Affairs Investigations" requires permanent retention of all IA investigations and "any subsequent disciplinary actions." See **Exhibit 1**, Records Retention Policy, page 161. This permanent retention policy arose from the federal Black Officers Coalition Consent Decree entered in 2003 and has been in place for more than twenty years. Clearly, such records are necessary for

Brady-Giglio purposes and/or any claims against the City for negligent hiring, training, supervision, and retention.

For purposes of progressive discipline, the parties' CBA requires certain disciplinary records to be removed from certain files so that they are not considered for future disciplinary decisions. See **Exhibit 2**, CBA Sections 11.4 and 11.5 for FY 23-24 and FY 24-25. The language in Sections 11.4 and 11.5 of the CBA for FY24-25 clarifies the files from which such records are to be removed. There is no indication, however, that such records are to no longer be retained by the City - nor should there be as this would violate public policy. Regardless, the requested records do exist and are in possession of the City. The City, therefore, must determine what must produced pursuant to the Open Records Act.

b. The Release of The Subject Records Is Not An Invasion of Personal Privacy.

The Lodge asserts that records of final disciplinary action should not be produced because they constitute an invasion of personal privacy of its members. This argument is not persuasive.

At 51 OS 24A.2, it states:

> The Oklahoma Open Records Act shall not create, directly or indirectly, any rights of privacy or any remedies for violation of any rights of privacy; nor shall the Oklahoma Open Records Act, except as specifically set forth in the Oklahoma Open Records Act, establish any procedures for protecting any person from release of information contained in public records. The purpose of this act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. The privacy interests of individuals are adequately protected in the specific exceptions to the Oklahoma Open Records Act or in the statutes which authorize, create or require the records.

The Act *allows* a public body to treat personnel records as confidential but does not *require* confidentiality. 51 OS § 24A.7(A); *see Ross v. City of Owasso*, 389 P.3d 396, 397 (Okla. Civ. App. 2016) (concluding that a personnel record "may be subject to discretionary release pursuant to the provisions of 51 O.S. Supp. 2014, § 24A.7(A)"). Also, the Act expressly states that it "shall not

create, directly or indirectly, any rights of privacy or any remedies for violation of any rights of privacy." *51 OS § 24A.2*. The Act, thus, does not entitle The Lodge to prevent public disclosure of the subject records of final disciplinary action. See *McWilliams v. Dinapoli*, 40 F.4th 1118, 1132–33 (10th Cir. 2022).

At *51 OS § 24A.7(A)(2)*, the Open Records Act provides a list of examples of what would constitute a "clearly unwarranted invasion of personal privacy". It lists "employee evaluations, payroll deductions, employment applications submitted by persons not hired by the public body, and transcripts from institutions of higher education maintained in the personnel files of certified public school employees…" In the matter of *Oklahoma Public Employees Association v. State ex rel. Oklahoma Office of Personnel Management*, 2011 OK 68, 267 P.3d 838, the Oklahoma Supreme Court considered whether state employee birth dates and identification numbers would also constitute an invasion of privacy. In finding they would, the Court conducted a balancing test and found the release of information requested could result in cases of identity theft and compromise of governmental computer systems. It found that in return, it would "bring little, if any, information to public attention which would enlighten Oklahoma citizens as to how their government runs, performs, or spends their tax dollars." *Id.* at 842. The Court further stated:

> Openness in government is essential to the functioning of a democracy. The greatest threat to privacy comes from government in secret. In order to verify accountability, the public must have access to government files. Such access permits checks against the arbitrary exercise of official power and secrecy in the political process. It gives private citizens the ability to monitor the manner in which public officers discharge their public duties and ensures that such actions are carried on in an honest, efficient, faithful, and competent manner.
>
> The purpose of openness in government is not fostered by disclosure of information about private citizens that is accumulated in various government files but reveals little or nothing about an agency's own conduct. Rather, governmental agencies and the courts have a special obligation to protect the public's interest in individual privacy by acknowledging that public records are being harvested for personal information about individuals, contributing to a surge in identity theft, consumer profiling, and the development of a stratified society where individuals are

pigeonholed according to the electronic trail they leave of transactions that disclose personal details. *Id.* at 851.

The subject Open Records Act request seeks records of all complaints filed against TPD back to 2016. The City properly conducted a timely search and found it had responsive records of final disciplinary action resulting in loss of pay, suspension, demotion of position, or termination in its possession. In its sole discretion, it did not find that such records met either of the exceptions provided in subsection A or D. Unlike any of the examples provided in *51 OS § 24A.7(A)(2)* or mere birth dates or employee numbers, records of final disciplinary action do reveal a lot about the City's conduct and "gives private citizens the ability to monitor the manner in which public officers discharge their public duties and ensures that such actions are carried on in an honest, efficient, faithful, and competent manner."

The City properly determined the subject records "shall be available for public inspection and copying". According to the Open Records Act, this determination is within the sole discretion of the City. Therefore, despite The Lodge's contentions, the City has complied with the Open Records Act and The Lodge's application for a temporary injunction should be denied.

2. THE LODGE CANNOT SHOW IT WOULD SUFFER IRREPARABLE HARM.

The Lodge cannot show it would suffer irreparable harm if an injunction is not granted and the subject records are released. The Open Records Act specifically states that it does not create any rights of privacy or any remedies for any violations of privacy rights. "[I]njury ... is irreparable when it is incapable of being fully compensated for in damages or where the measure of damages is so speculative that it would be difficult if not impossible to correctly arrive at the amount of the damages." *Hines v. Independent School District No. 50, Grant County, Oklahoma,* 1963 OK 85, ¶ 14, 380 P.2d 943, 946. (Citations omitted.) "Damages, to be recoverable, must be susceptible of ascertainment in some manner other than by mere speculation, conjecture or surmise, and by

reference to some definite standard." *Great Western Motor Lines, Inc. v. Cozard,* 1966 OK 134, ¶ 8, 417 P.2d 575, 578. (Citations omitted.)

Here, The Lodge cannot show it would suffer any irreparable harm in the event the subject records are released pursuant to the Open Records Act. In the unlikely event it is later able to succeed on the merits, the amount of any loss could certainly be determined by competent proof. Further, any losses along the lines of future profits could be determined without speculation, conjecture, or surmise and The Lodge cannot show the requisite irreparable harm.

3. THE LODGE CANNOT SHOW ITS INJURY WOULD OUTWEIGH THE CITY'S INJURY.

The Lodge also cannot show that its threatened injury in the absence of an injunction outweighs the injury to the City in the event the injunction is granted. The balance clearly tips in favor of the City of Tulsa. The Lodge has no reasonable expectation the subject records would not be publicly disclosed and can show no harm in such release. On the other hand, the City of Tulsa has an obligation to follow the Open Records Act and will be involved in numerous lawsuits in the event it fails to comply. Thus, the inordinate number of lawsuits the City would be forced to handle would clearly outweigh any potential for injury to The Lodge.

4. THE REQUESTED INJUNCTION IS NOT IN THE PUBLIC INTEREST.

A requested restraining order cannot impair the public interest. *Sac and Fox Nation of Missouri v. LaFaver*, 905 F. Supp. 904, 907-8 (D. Kan. 1995). At *51 OS § 24A.2*, it states, in pertinent part:

> Thus, it is the public policy of the State of Oklahoma that the people are vested with the inherent right to know and be fully informed about their government. The Oklahoma Open Records Act shall not create, directly or indirectly, any rights of privacy or any remedies for violation of any rights of privacy; nor shall the Oklahoma Open Records Act, except as specifically set forth in the Oklahoma Open Records Act, establish any procedures for protecting any person from release of information contained in public records. The purpose of this act is to ensure and

> facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power.

Despite The Lodge's contentions to the contrary, the City of Tulsa properly determined that it must release the records at issue pursuant to the Oklahoma Open Records Act. The public has a right to know about whether the City is properly disciplining its police officers. The Lodge should not be permitted to put a hold on this process based on meritless claims. An injunction would clearly impair the public interest and should not be granted.

II. IF GRANTED, A BOND SHOULD BE REQUIRED.

Under 12 OS § 1392, it states: "Unless otherwise provided by special statute, no injunction shall operate until the party obtaining the same shall give an undertaking, with sufficient surety, to be approved by the clerk of the court granting such injunction, in an amount to be fixed by the court or judge allowing the same, to secure the party injured the damages he may sustain, including reasonable attorney's fees, if it be finally decided that the injunction ought not to have been granted."

If a temporary injunction is permitted, it is likely that the City of Tulsa will receive many more requests for records and may be sued if it is enjoined from providing responses pursuant to the Open Records Act. Therefore, in the event a temporary injunction is granted, The Lodge should be required to post a bond in a sufficient amount.

CONCLUSION

The Lodge cannot show that *any* of the four equitable factors above weigh in its favor. Therefore, its application should be denied in its entirety.

WHEREFORE, premises considered, the City of Tulsa respectfully requests that Plaintiff FOP Lodge 93's Application For Temporary Restraining Order And/Or Temporary Injunction be denied and for any and all other relief the Court deems necessary and just.

Respectfully Submitted,

CITY OF TULSA,
a municipal corporation

JACK BLAIR,
City Attorney

BY: _____

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Attorney for Defendant

CERTIFICATE OF SERVICE

I, R. Lawson Vaughn, certify that on the 13th day of May 2025 a true and correct copy of the above and foregoing document was sent via electronic mail and U.S. mail to the following recipient:

Sean P. McKenna
Coffey, Senger & Woodard, PLLC
4725 East 91st Street, Suite 100
Tulsa, OK 74137
Attorney for Plaintiff

_____
R. Lawson Vaughn

City of Tulsa
Records Retention Schedule

Containing Updated Retention Change Requests through October 11, 2021

Office of the City Clerk
Tulsa, Oklahoma

Videotapes See Schedule 17.150 Videotapes

Field Interview Reports

Records of contacts with businesses, complainants, juveniles, victims or witnesses after which no incident report is filed, including written statements.

Retention: permanent (TRACIS system)

Tape-Recorded Interviews – Field Contacts

Taped interviews conducted during field contacts in which no incident report is filed.

Retention: 90 days if transcribed

Intelligence Files (Police)

Records containing information regarding individuals and groups.

Multiple Contacts

Retention: No longer than 5 years [28 CFR 23.20(h)]

No Further Contact

Retention: 1 year + current

Internal Affairs Investigations

Records pertaining to internal investigations regarding police conduct or actions, board of inquiry proceedings, and any subsequent disciplinary actions. *Note: Substantiated investigations should be transferred to the record copy custodian for personnel records for the city to be retained or destroyed according to personnel policy unless there are conflicts with union policy.*

Retention: Permanent

Licenses and Permits

See *Schedule 12 Licenses and Permits.*

COLLECTIVE BARGAINING AGREEMENT

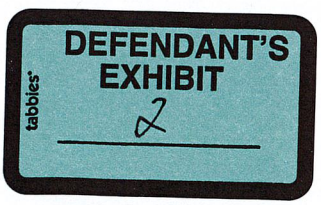
BETWEEN

CITY OF TULSA, OKLAHOMA

AND

LODGE #93 FRATERNAL ORDER OF POLICE

EFFECTIVE JANUARY 1, 2023 THROUGH JUNE 30, 2024



be approved and signed by either the President, First Vice-President, Second Vice-President, or Secretary of Lodge.

ARTICLE 11 - POLICE DEPARTMENT RULES AND REGULATIONS

Section 11.1 Employer shall meet and confer with Lodge Grievance Committee prior to changing Regulation No. 30, Police Officer Bill of Rights (attached Appendix "B").

Section 11.2 The Lodge President shall be provided copies of any and all pre-action notices, pre-termination notices, written reprimands, suspensions, demotions, or terminations given to any sworn officer of the Police Department. The Lodge President shall also be provided notice of all administrative investigations (with exception of sexual harassment), assigned at the departmental or divisional level, prior to Employees being interviewed.

Section 11.3 It is agreed that reduction of accrued vacation is an effective means of corrective discipline which does not impose financial hardship on the Employee and does not create a manning problem for Employer. An Employee who commits an offense for which the Employee could be suspended, may, at the sole discretion of the Chief, be offered a vacation leave accrual reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. An Employee so disciplined cannot receive additional discipline for the same incident. Reduction of accrued vacation shall be limited to sixteen (16) hours for a single incident. The reduction of accrued vacation shall not be subject to any grievance procedure. An Employee who is to be disciplined may elect to receive a suspension without pay in lieu of such reduction of accrued vacation.

Section 11.4 Complaints that were investigated and determined to be unfounded, exonerated or not sustained shall not be considered, utilized, or compiled in any report to determine disciplinary action that might be taken in regards to an investigation. After the statute of limitations expires on civil or criminal matters, not sustained or unfounded allegations against an Employee shall be removed from the Employee's file, provided there have been no similar allegations during the above-mentioned period.

Section 11.5 Disciplinary actions listed below may not be considered, utilized, or be the basis of future disciplinary decisions, in part or whole after the times identified below expire. Such timeframes commence on either the date of the offense or the date the Employee is placed on either administrative leave or restricted duty, whichever is later. For investigations that commence on or after July 1, 2022, such timeframes commence on the date of the subject disciplinary action. For discipline consisting of counseling or a letter of reprimand, the timeframe shall begin to run no later than 90 days from the date of the offense.

1. Counseling documentation shall be purged and expunged after the passage of one (1) year.
2. Division Letters of Reprimand shall be purged and expunged after the passage of one (1) year.
3. Department Letters of Reprimand and Vacation Reductions shall be purged and expunged after the passage of three (3) years.

4. Suspensions and Orders of Demotion shall be purged and expunged after the passage of five (5) years.

The parties agree that the above provisions shall not apply to discipline for employment discrimination or harassment workplace incidents. The parties further agree that if the discipline relates to dishonesty by the Employee being disciplined the time periods for purging and expunging shall be increased to two years for counseling documentation, two years for Division Letters of Reprimand, and five years for Department Letters of Reprimand, and seven years for Suspensions, Vacation Reductions, and Orders of Demotion.

Section 11.6 An Employee shall be allowed to review his/her personnel file under appropriate supervision at any reasonable time and challenge any information maintained in the file. No complaint whether founded, unfounded, or not sustained will be maintained in an employee's personnel file without a disposition.

ARTICLE 12 - VACATIONS

Section 12.1 Vacation and annual leave (leave which complies with Section 12.5) with pay shall be granted to Employees in accordance with the provisions of this Article. An Employee must be on regular employment status and have completed the original probationary period before becoming eligible for paid annual leave. Annual leave shall normally be requested and granted during the twelve (12) month period immediately following Employee's vacation accrual year. Vacation days shall not exceed the total amount of accrued vacation days credited to an Employee at the time he commences such leave. Employees shall not be permitted to use either accrued vacation days or accrued compensatory time during a period of suspension except as provided in Section 11.3.

Section 12.2 Vacation days shall be accrued by Employees covered by this Agreement as follows:

Years of Completed Service	Monthly Accrual	Yearly Accrual
Date of employment to completion of fifth year	9.333 hours	112 hours
5 years but less than 10 years	10.667 hours	128 hours
10 years but less than 15 years	14 hours	168 hours
15 years but less than 20 years	15.333 hours	184 hours
20 years but less than 25 years	16.667 hours	200 hours
25 years or more	17.333 hours	208 hours

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TULSA, OKLAHOMA

AND

LODGE #93 FRATERNAL ORDER OF POLICE

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

be approved and signed by either the President, First Vice-President, Second Vice-President, or Secretary of Lodge.

ARTICLE 11 - POLICE DEPARTMENT RULES AND REGULATIONS

Section 11.1 Employer shall meet and confer with Lodge Grievance Committee prior to changing Regulation No. 30, Police Officer Bill of Rights (attached Appendix "B").

Section 11.2 The Lodge President shall be provided copies of any and all pre-action notices, pre-termination notices, written reprimands, suspensions, demotions, or terminations given to any sworn officer of the Police Department. The Lodge President shall also be provided notice of all administrative investigations (with exception of sexual harassment), assigned at the departmental or divisional level, prior to Employees being interviewed.

Section 11.3 It is agreed that reduction of accrued vacation is an effective means of corrective discipline which does not impose financial hardship on the Employee and does not create a manning problem for Employer. An Employee who commits an offense for which the Employee could be suspended, may, at the sole discretion of the Chief, be offered a vacation leave accrual reduction in lieu of suspension, which, if accepted, shall be considered a suspension for purposes of progressive discipline. An Employee so disciplined cannot receive additional discipline for the same incident. Reduction of accrued vacation shall be limited to sixteen (16) hours for a single incident. The reduction of accrued vacation shall not be subject to any grievance procedure. An Employee who is to be disciplined may elect to receive a suspension without pay in lieu of such reduction of accrued vacation.

Section 11.4 Complaints that were investigated and determined to be unfounded, exonerated or not sustained shall not be considered, utilized, or compiled in any report to determine disciplinary action that might be taken in regards to an investigation. After the statute of limitations expires on civil or criminal matters, not sustained or unfounded allegations against an Employee shall be removed from the Employee's file, provided there have been no similar allegations during the above-mentioned period.

Section 11.5 Disciplinary actions listed below may not be considered, utilized, or be the basis of future disciplinary decisions, in part or whole after the times identified below expire. Such timeframes commence on either the date of the offense or the date the Employee is placed on either administrative leave or restricted duty, whichever is later. For investigations that commence on or after July 1, 2020, such timeframes begin on the date of the subject disciplinary action.

1. Counseling documentation shall be purged and expunged after the passage of one (1) year from divisional files but shall be retained in Internal Affairs in accordance with the City of Tulsa Records Retention Policy.

2. Division Letters of Reprimand shall be purged and expunged after the passage of one (1) year from divisional files but shall be retained in

Internal Affairs in accordance with the City of Tulsa Records Retention Policy.

3. Department Letters of Reprimand and Vacation Reductions and Suspensions shall be purged and expunged after the passage of two (2) years from divisional files but shall be retained in Internal Affairs in accordance with the City of Tulsa Records Retention Policy.

4. Orders of Demotion shall be purged and expunged after the passage of five (5) years from divisional files but shall be retained in Internal Affairs in accordance with the City of Tulsa Records Retention Policy.

5. Employees shall not be prevented from applying for internal positions within the department after six (6) months after a Letter of Reprimand, Vacation Reduction, Suspension, or Order of Demotion is received.

The parties agree that the above provisions shall not apply to discipline for employment discrimination or harassment workplace incidents. The parties further agree that if the discipline relates to dishonesty by the Employee being disciplined the time periods for purging and expunging shall be increased to two years for counseling documentation, two years for Division Letters of Reprimand, and five years for Department Letters of Reprimand, and seven years for Suspensions, Vacation Reductions, and Orders of Demotion.

Section 11.6 An Employee shall be allowed to review his/her personnel file under appropriate supervision at any reasonable time and challenge any information maintained in the file. No complaint whether founded, unfounded, or not sustained will be maintained in an employee's personnel file without a disposition.

ARTICLE 12 - VACATIONS

Section 12.1 Vacation and annual leave (leave which complies with Section 12.5) with pay shall be granted to Employees in accordance with the provisions of this Article. An Employee must be on regular employment status and have completed the original probationary period before becoming eligible for paid annual leave. Annual leave shall normally be requested and granted during the twelve (12) month period immediately following Employee's vacation accrual year. Vacation days shall not exceed the total amount of accrued vacation days credited to an Employee at the time he commences such leave. Employees shall not be permitted to use either accrued vacation days or accrued compensatory time during a period of suspension except as provided in Section 11.3.

Section 12.2 Vacation days shall be accrued by Employees covered by this Agreement as follows: