

BEFORE THE PUBLIC EMPLOYEES RELATIONS BOARD
STATE OF OKLAHOMA

Public Employees Relations Board

INTERNATIONAL ASSOCIATION)
OF FIREFIGHTERS, LOCAL 3199,)

Complainant,)

v.)

CITY OF HUGO, OKLAHOMA, a)
municipal corporation,)

Respondent.)

OCT 19 2007

Case No. 00440

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
AND CEASE AND DESIST ORDER**

This matter came on for hearing before the Public Employees Relations Board (the "Board") on the 12th day of July, 2007, on the Unfair Labor Practice Charge ("ULP") of Complainant International Association of Firefighters, Local 3199 (the "Union" or "IAFF, Local 3199"). The Respondent City of Hugo, Oklahoma (the "City") appeared by and through its attorney, Sue E. Buck. The Union appeared by and through its attorney, Steven Hickman. The Board received documentary and testimonial evidence. The Board also solicited post-hearing submissions (Proposed Findings of Fact, Conclusions of Law, and supporting briefs) from both parties.

FINDINGS OF FACT

1. The City is and was at all times pertinent hereto a municipal corporation, duly organized and existing under the laws of the State of Oklahoma. City's Proposed Findings of Fact No. 1.

2. The Union is and was at all times pertinent hereto the duly elected and acting labor representative and bargaining agent for certain employees of the Hugo Fire Department. Union's Proposed Findings of Fact No. 1.

3. The City and the Union entered into a collective bargaining agreement ("CBA") effective July 1, 2005. The fiscal year 2005-2006 CBA expired June 30, 2006. Collective Bargaining Agreement.

4. During negotiations for the 2006-2007 CBA, the City experienced a budget shortfall of \$392,180.30. City's Proposed Findings of Fact No. 11.

5. On or about August 30, 2006, the City notified employees that eight members of the bargaining unit would be laid off and that pay reductions would take place. The notification also included a change in staffing levels. City's Proposed Findings of Fact No. 12.

6. Although there were negotiations for the 2006-2007 year prior to implementation of the reductions, none of the proposals from the City or from the Union contemplated reducing the number of employees or lowering pay. Union's Proposed Findings of Fact No. 7.

7. Reductions in personnel, pay and staffing of central station and sub station were implemented by the City without notification to the bargaining agent of the Union. City's Proposed Findings of Fact No. 13.

CONCLUSIONS OF LAW

1. This matter is governed by the provisions of the Fire and Police Arbitration Act ("FPAA"), 11 O.S. 2001 and Supp. 2005, §§ 51-101, *et seq.*, and the Board has jurisdiction over the parties and subject matter of this complaint pursuant to 11 O.S. 2001, § 51-104b.

2. The hearing and procedures herein are governed by Article II of the Oklahoma Administrative Procedures Act, 75 O.S. 2001, §§ 308a, *et seq.*

3. The Board is empowered to prevent any person, including corporate authorities, from engaging in any unfair labor practice. 11 O.S. 2001, § 51-104b(A).

4. The Union, in asserting a violation of 11 O.S. 2001, § 51-102(6), has the burden of proving the allegations of unfair labor practice by a preponderance of the evidence. 11 O.S. 2001, § 51-104b(C) and OAC 585:1-7-16.

5. Unilateral changes in mandatory subjects of collective bargaining are impermissible. *Fraternal Order of Police Lodge No. 193 v. City of Nichols Hills*, PERB Case No. 00160 (1988).

6. The unilateral changes effected by the City were made in mandatory subjects of collective bargaining. *Id.*

7. While the budget shortfall was dramatic and arguably unforeseen, the City, nonetheless, failed to bargain the effects of the lost revenue with the Union, or to invoke the arbitration procedures provided in the FPAA.

8. The City, in making these unilateral changes in mandatory subjects of collective bargaining, violated 11 O.S. 2001 § 51-102 6a(5) of the FPAA.

9. Pursuant to 11 O.S. 2001, § 51-104b, the Board finds that upon the preponderance of the evidence, the City has engaged in an unfair labor practice and a cease and desist order is warranted.

Dated: October 18, 2007



Craig W. Hoster, Chair
Public Employees Relations Board

CEASE AND DESIST ORDER

The City of Hugo, Oklahoma, is hereby ordered, pursuant to 11 O.S. 2001, §51-104b(C) and consonant with the Findings of Fact and Conclusions of Law entered herein, to cease and desist from making unilateral changes in mandatory subjects of collective bargaining, in violation of 11 O.S. 2001, § 51-102(6a)(5).

Dated: October 18, 2007



Craig W. Hoster, Chair
Public Employees Relations Board