

International Association of Firefighters Local 2067 P.O. Box 300 Norman, OK 73070

# *Norman Professional Firefighters*

Butch Crawford, President

Dennis Mitchell, Secretary/Treasurer

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DATE: February 7, 2005  
TO: Brad Gambill, City Manager  
FROM: Butch Crawford, President IAFF 2067  
SUBJECT: Grievance (Health Insurance)

This grievance is forwarded to the City Manager as per Article 8 section 1 step 3 of the Collective Bargaining Agreement FYE-05-06.

On January 19, 2005 the City sent a letter concerning Insurance issues to all Union members from you through the Fire Chief advising that if they did not sign and return it by January 25<sup>th</sup> that their Health Insurance would be dropped. This letter was sent without any agreement to the content of the letter by the Union President and therefore constitutes Direct Dealing with the members of the IAFF, which is prohibited by State Law (Police and Fire Arbitration Act).

This action to force terms and conditions that have not been bargained violates the current collective bargaining agreement Article 1 section 1 and section 3, Article 6 section 2 (past practice) and also the Oklahoma Fire and Police Arbitration Act, 51 O.S. Section 51-101 ( All rights, privileges, work rules, regulations, policies, and procedures of the Fire Department, which are not included in this agreement, shall remain in full force unless and except as modified or changed by the specific terms of this Agreement, or by mutual agreement of the parties during the term of this agreement).

This action also violates the CBA Article 6 section 3, Article 26 (Health Insurance) and is construed as a Unfair Labor Practice. The City cannot by pass the Unions Representative and negotiate with individual Union members because of an inability to agree on a specific Contractual issue.

The solution is to rescind the Insurance letter dated January 19<sup>th</sup>. Invalidate the Indemnification agreement that we signed under duress and reinstate any members insurance that was cancelled due to the letters contents, agree to the proper context of a letter notifying Union Members of additional Insurance premiums that were agreed to through Collective Bargaining and Apologizing to the Members for any inconvenience that was imposed because of the January 19<sup>th</sup> letter.

In accordance with the CBA Article 8 step 3 you have (10) days (excluding Saturdays, Sundays, and Holidays) to render your decision. Thank you in advance for your attention to this matter.

Xc: Gala Hicks, Human Relations Director