

## **Summary of IAFF Brief**

### **I. Health Insurance**

The City's interest in this was to put a combination of more money and less benefits in the Plan to improve the bottom line. Both offers did that but in a little different combination. IAFF offer had a straight 21% increase in premiums, which Bryant characterized as very large. City offer started at 21.54% and dropped during the year for the City but increased for individual employees. The net effect of City offer meant less money went into the Plan from premiums.

On the benefits side, the IAFF offer cut approximately \$180,000 in benefits and the City plan cut \$330,000. At the end of the year the IAFF offer left the Plan with about \$11,000 more than the City Plan. The annual cost of the Plan is around \$7 million.

Both offers solved the financial problems the Plan had. The main difference between the two offers was the City offer also requires the IAFF to allow the City to change premiums and benefits during the year. City professed that this just meant regular bargaining. This did not appear to be true. The City has tried and failed to get the right to unilaterally change benefits and premiums in the Plan but has been told by arbitrators it does not have that right. The language change would give it that right as is evident from a plain reading of the language.

The language change is a violation of state law. The law requires the parties to bargain over wages, hours, benefits, terms and conditions of employment. What City seeks to do is have the Panel take away that statutory right by imposing language which would allow changes in benefits without bargaining. Since waivers of the duty to bargain must be freely and voluntarily given by the Union, this would not constitute a lawful waiver. It would be imposed by the Panel against the will and over the objection of the firefighters. For that reason it is illegal. Because the Panel may only pick one offer without modification, it must select the IAFF offer. The City offer contains a legal defect which would not be a just and peaceful settlement of this dispute. FPAA, Section 51-109.

### **B. The IAFF Insurance Offer Meets the Statutory Factors.**

There is no precedent for what the City wants in its offer. It has never been done before in the 32 year history of the law.

Because it has never been done, most likely due to its illegality, there are no comparable contracts to the City offer. The first three factors under the law require the Panel to review comparable benefits and contracts in the private sector and in other municipalities. As Tom Riddle testified, he is not aware of any language like this ever appearing, either by agreement or imposed by an Arbitrator, in any firefighter agreement. He has been involved in every aspect of police and fire bargaining and arbitration since the law was created in Oklahoma. City offered no comparables. The IAFF offer only changed benefits and premiums and did not change any language. City also sought to take the firefighters out of its Plan if they did not agree with its changes.

### **C. Other Awards Support the IAFF Offer.**

The IAFF attached eight arbitration awards which supported its position in this case. The City cited none. Two of the Awards were recent interest arbitration awards in which a city attempted to force a waiver of the right to bargain over health insurance. Both were rejected with one Arbitrator stating it was “excessive and overreaching”. Other Awards reiterated that City could not change rights in an interest case, especially long held rights. The Arbitrators were reluctant to disturb the bargaining balance crafted over many years when they did not know what had been given up to achieve that balance.

### **D. AFSCME**

In its opening in this case City described the AFSCME contract for FY 2003-04 as the most significant factor in its last best offer in this case. It argued that because AFSCME agreed to the health insurance changes (without the waiver of bargaining rights) the firefighters should be bound. What emerged from the hearing was the fact that AFSCME was coerced to take the offer. It was threatened with the loss of bargaining rights through Ordinance changes which the Manager and Mr. Bryant presented to Council. In addition, it was offered a carrot on a stick by being promised that if either the police or fire got a better insurance arrangement AFSCME would get that deal. Therefore, AFSCME had no incentive to engage in non-binding interest arbitration which may cause more conflict with the City when it could get the same insurance fire or police got anyway.

## **II. Wages**

IAFF offer on wages was 5.5%. The City offer was an aggregate 3.75% if the firefighters stayed in the City Plan. The statutory factors were the primary evidence for the IAFF on this offer.

### **Factor 1: comparisons to skilled building and construction trades.**

IAFF evidence showed that Norman firefighters were 69.84% behind the average of the skilled trades in the local area. In addition, the firefighters had to work 53 hours per week before they qualified for overtime while the trades got it after 40 hours. City offered no evidence on this factor.

### **Factor 2: comparison to similar jobs in the local area.**

IAFF evidence showed that Norman firefighters were behind in every comparison. Compared to Norman police officers of the same tenure firefighters were paid 52.83% less per hour. Police officers also get overtime after 40 hours. This comparison was not rebutted by the City.

Norman’s two closest neighbors, Moore and Oklahoma City paid more. Moore paid 8% more and Oklahoma City 30.6% more. The five largest cities in the metro area includes

Norman as the second largest. Norman is behind the average of those cities by 10.33%. City did not rebut these comparisons.

City offered no evidence of a factor two comparison.

**Factor 3: comparison to firefighters in cities of comparable size and economic status.**

Both parties offered comparisons on this factor. The IAFF took the survey City did and reviewed the selection of cities based on the statutory criteria. It found that nine of the cities met that criteria. The IAFF then compared those cities with its compensation. The result using nine cities which the City selected showed the firefighters behind the average by 7.32%.

City offered a fifteen city survey, of which fourteen of the cities were smaller than Norman. It claimed that the survey showed Norman firefighters were paid more than the average. There were numerous defects in the survey which rendered it unreliable. For example, the insurance amounts shown for Oklahoma City and Enid were off by over \$3,000 each according to another of the City's exhibits. The insurance figures from five other cities did not coincide with its Exhibit 11.

The wage figures cited in the city exhibit were confusing and wrong. North Little Rock firefighters were shown making \$3,000 less than they did last year. The City employee who did the survey said she was unable to come up with some of the data so she made up numbers for an average. Ft. Smith and Lawrence also showed less than they made last year. In some instances wages are reported on the survey for June 30, 2003 but a lesser number was used in the survey.