

**BEFORE THE PUBLIC EMPLOYEES RELATIONS BOARD**

LOCAL 3104, INTERNATIONAL )  
ASSOCIATION OF FIRE FIGHTERS, )  
Complainant, )  
vs )  
CITY OF FREDERICK, OKLAHOMA, )  
Respondent. )

Case No. 00354

FILED  
10-8-97

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

THIS MATTER came on for hearing before the Public Employees Relations Board ("PERB" or "The Board") on the 17 day of October, 1997, on the charging party's unfair labor practice "ULP" charges. The charging party appeared by and through its attorney, Mr. James R. Moore, and the Respondent appeared by and through its attorney, Michael D. Evans. The Board has reviewed the documentary and testimonial evidence, if any, (presented by stipulation and otherwise) and reviewed the pleadings on file herein.

Based upon the foregoing, the Board has reached certain findings of fact and conclusions of law as set out herein below.

**FINDINGS OF FACT**

Based on the stipulations of the parties the following findings of fact are made by the Board:

1. Captain Buddy Mealor of the Frederick Fire Department is a firefighter covered by the Fire and Police Arbitration Act ("FPAA"), codified at 11 O.S. §§51-101, et seq., as amended.
2. Captain Mealor is a full-time permanent paid employee of the Respondent.
3. Captain Mealor's position was certified by The Board as a bargaining unit position at the time of the unit certification for the Complainant.
4. Captain Mealor is covered by the parties current collective bargaining agreement

("CBA") whether a member of the union or not.

5. The parties current CBA and past agreements have incorrectly identified who are/were bargaining unit employees under Section 2.1 of their collective bargaining agreements.

6. Captain Mealor is subject to the pay provisions contained in Section 9 of the parties CBA whether he is a member of the union or not.

7. The Respondent has agreed to pay Captain Mealor according to the parties current CBA in the annual sum of \$20,914.48 for FY-1997-1998.

#### CONCLUSIONS OF LAW

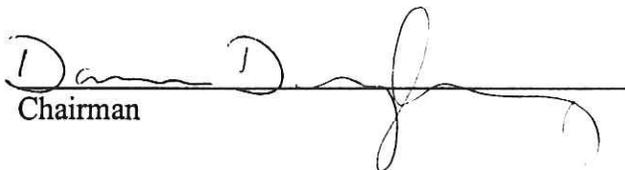
Based upon the above findings of fact and other relevant evidence, The Board makes the following conclusions of law:

1. PERB has jurisdiction over the parties and subject matter of this action.
2. The Respondent may not pay Captain Buddy Mealor according to its general pay plan but must pay him according to the parties 1997-1998 collective bargaining agreement.
3. It is an unfair labor practice for the Respondent to pay Captain Buddy Mealor according to its general pay plan.

#### CEASE AND DESIST ORDER

Respondent shall cease and desist from issuing pay increases to Captain Buddy Mealor or any other non-union firefighter which are inconsistent with the Collective Bargaining Agreement. Since the City has agreed to comply with the terms of this Order, no further action is necessary.

Acting  
Chairman

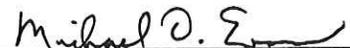


APPROVED:

  
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James R. Moore, Esq.,  
Horning, Johnson, Grove, Moore, Hulett, & Thompson  
Suite 1100, Robinson Renaissance  
119 N. Robinson  
Oklahoma City, Oklahoma 73102  
ATTORNEY FOR COMPLAINANT

MASSAD, EVANS & KENT, INC.

By:   
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Michael D. Evans, OBA #2776  
120 N. 9<sup>th</sup> St. - Box 606  
Frederick, Oklahoma 73542  
(405) 335-5531  
ATTORNEY FOR CITY OF  
FREDERICK, OKLAHOMA