

BEFORE THE PUBLIC EMPLOYEES RELATIONS BOARD

STATE OF OKLAHOMA

CITY OF PRYOR CREEK, )  
 )  
 Complainant, )  
 )  
 vs. ) Case No. 00357  
 )  
 PRYOR FIREFIGHTERS LOCAL )  
 3567, INTERNATIONAL )  
 ASSOCIATION OF FIREFIGHTERS, )  
 )  
 Respondent. )

FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND ORDER

NOW ON this 16<sup>th</sup> day of January, 1998, there comes on before the Oklahoma Public Employees Relations Board (the "Board") the above-styled and -numbered administrative action. This matter was submitted to the Board by briefs of the parties. In addition, the parties appeared via their representatives and counsel for oral argument, at which Respondent, Pryor Firefighters Local 3567, International Association of Firefighters (the "Union") withdrew its counter charge and request for default judgment against the City of Pryor Creek (the "City"). Whereupon, the Board, having received the briefs and argument of the parties, and otherwise being fully apprised of the facts and matters alleged, makes the following Determination of Proposed Findings of Fact, Findings of Fact, Conclusions of Law, and Order:

Determination of Proposed Findings of Fact

1. The Board hereby accepts the following proposed Findings of Fact of the Complainant:  
No. 1 in part.
2. The Board hereby rejects the following proposed Findings of Fact of the Complainant:  
No. 1 in part, and 2.

3. The Board hereby accepts the following proposed Findings of Fact of the Respondent: No. 1, 2, 3, 4, 5, 9, 10, 12 and 21 in part.
4. The Board hereby rejects the following proposed Findings of Fact of the Respondent: No. 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21 in part, 22, 23, and 24.

#### FINDINGS OF FACT

1. The Complainant, City, is and was at all times material herein, a municipal corporation duly authorized and existing under the laws of the State of Oklahoma.
2. The Respondent, Union, is and was at all times material herein, a duly certified and acting labor representative for certain employees of the Pryor Creek Fire Department.
3. Pursuant to 11 O.S.1991 and Supp.1997, Sec. 51-101, et seq., (the "FPAA"), the City and Union had been engaged in contract negotiations for the 1997-1998 Fiscal Year.
4. The City's negotiation team was appointed by the City's mayor, Lucy Belle Schultz, and including City Councilman Ray Sherman ("Sherman").
5. The Union's negotiation team was headed by union president Sherman Weaver ("Weaver") and included George Stump, Danny Frailey, and a firefighter from outside the City, Billy Hubbard.
6. The local newspaper, *The Daily Times*, was allowed to attend contract negotiation sessions between the City and the union, and was allowed to report the proceedings and quote members of either bargaining team.
7. In its April 6, 1997 edition, *The Daily Times* reported Weaver's request that Union members and citizens not buy dairy products distributed by City Councilman Sherman's company, as follows:

"It's not a boycott, because that implies other things, but we're asking people not to buy Hiland products because of the way he

(Sherman) is negotiating with us and some things that have happened.”

In the same article, Sherman was quoted as saying that such Union Request not to buy his products "will not affect the decisions I make as a Councilman."

8. *The Daily Times'* April 10, 1997, edition reported that the Union rescinded the do-not-patronize request.
9. The City filed this action claiming that the request of the Union constituted a secondary boycott.

### **CONCLUSIONS OF LAW**

1. This matter is governed by the provisions of the Fire and Police Arbitration Act (the "FPAA"), 11 O.S.1991 and Supp.1997, Sec. 51-101, et seq., and the Board has jurisdiction herein.
2. The burden of proof in an unfair labor practice action is upon the charging party. 11 O.S.1991, Sec. 51-104b.
3. The hearing and procedures herein are governed by Article II of the Administrative Procedures Act. 75 O.S. 1991 and Supp.1997, Sec. 308a, et seq.
4. The FPAA declares that it is an unfair labor practice for a union to coerce or attempt to coerce a municipality in the selection of its representatives for the purpose of collective bargaining. 11 O.S.1991, Sec. 51-102(6b)(2).
5. The request of the Union for individuals not to patronize the company owned by a representative for the City in collective bargaining constituted prohibited coercion.

### **DISCUSSION**

The Board is satisfied that the city met its burden of proof regarding the statements made by a representative of the Union asking citizens and others not to buy products from a company

owned by a member of the City's negotiation team. It is not necessary for the Board to make a determination whether the request by the Union constituted a secondary boycott or otherwise to allude the National Labor Relations Act. (29 USC Sec. 151, et seq.) The FPAA adequately and effectively regulates this activity. The actions of the Union herein were designed to coerce the City in its selection of its representative for collective bargaining.

### ORDER

It is therefore the determination of the Public Employees Relations Board that the Pryor Firefighters Local 3567, International Association of Firefighters, committed an unfair labor practice in attempting to coerce the selection of the City of Pryor Creek of a member of its bargaining team, in violation of 11 O.S. 1991, Sec. 51-102(6b)(2). It is therefore the **ORDER** of the Public Employees Relations Board that the unfair labor practice allegation of the City of Pryor Creek is **SUSTAINED**. The Union shall hereafter cease and desist from undertaking from any action or conduct contrary to 11 O.S.1991, Sec. 51-101(6b)(2).

  
~~Charles A. Kothe~~ **DARREN DERRYBERRY**  
~~Chairperson~~ **ACTING CHAIRPERSON**  
Public Employees Relations Board