

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

FILED
SUPREME COURT
STATE OF OKLAHOMA
MAY 31 2011
MICHAEL S. RICHIE
CLERK

CITY OF NORMAN, OKLAHOMA, a)
municipal corporation,)
)
Plaintiff/Appellant,)
)
v.)
)
INTERNATIONAL ASSOCIATION OF)
FIREFIGHTERS, LOCAL 2067,)
)
Defendant/Appellee.)

Case No. 109447

RESPONSE TO PETITION IN ERROR

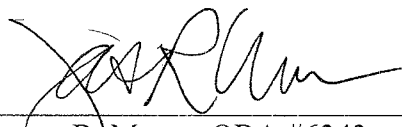
Is appellee willing to participate in an attempted settlement of the appeal by predecisional conference under Rule 1.250? X YES NO.

Attached as exhibit "A" is appellee's statement of the case *not to exceed one 8 1/2 x 11 double spaced page* if not clearly set out by appellant in petition in error.

In accelerated appeals from orders granting motion for summary judgment or motion to dismiss **only** appellee shall also file concurrently with response any supplement to record on accelerated appeal. See Rule 1.36.

DATE: MAY 31 , 2011.

Verified by:


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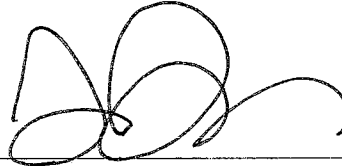
ATTORNEYS FOR APPELLEE IAFF

CERTIFICATE OF MAILING

I hereby certify that on the 31st day of May, 2011, a true and correct copy of the above and foregoing document was emailed and mailed to:

Jeff Harley Bryant
Rick Knighton
City of Norman
P.O. Box 370
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Charles Plumb
McAfee Taft
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Tulsa, OK 74119



Timothy J. Synar

EXHIBIT "A" – SUMMARY OF CASE

The Fire and Police Arbitration Act (FPAA), Title 11, Section 51-101 *et seq.*, required City and IAFF to participate in interest arbitration to resolve an impasse in FY 2010-11 contract negotiations. The FPAA directs that "any and all unresolved issues shall be submitted to arbitration [...]." Section 51-106. As a result, City and IAFF each submitted to the Arbitration Board a "final offer on each unresolved issue." Section 51-108(A)(2). IAFF's offer requested no change from the FY 2009-10 contract. City's offer resulted in a stipulated \$330,000 reduction from the FY 2009-10 contract. The Board selected IAFF's offer, and City exercised its right to "submit the offers which the parties submitted to the arbitration board to the voters [...]." Section 51-108(B).

City and IAFF each submitted ballot language to the Board. The FPAA instructs that the ballot shall state "the total dollar amount of the offer" from City and IAFF, in addition to "the percentage of increase or decrease both offers have over or under the last contract." Section 51-108(D). The term 'offer' refers to the parties' final offer on each unresolved issue. No other 'offer' is designated by the statute or required to be submitted to the voters by the parties because by definition, all other issues were resolved. IAFF's ballot focused on each party's offer and informed the voters of the \$330,000, 2.78% stipulated difference. City did not limit its ballot language to the unresolved issues. Rather, City's ballot indicated that IAFF's offer would increase contract costs from FY 2009-10 by 6.29% or \$746,915.59, more than twice the stipulated amount. As a result, the Board selected IAFF's ballot language.

The District Court recognized that the Board's selection of ballot language was final; that the FPAA did not permit judicial review. Section 51-108(C). Moreover, the District Court agreed with the Board that IAFF's ballot language met the requirements of the FPAA. No error was committed by the District Court in granting IAFF's Motion to Dismiss.