



Re: Settlement Discussion on the 2023-2025 CBA limited to Article 27

President Sharp,

As a result of the City implementing an expedited paramedic credentialing pilot program, the Union has made the City aware of the Union's contention that the City's interpretation of the newly negotiated language in Article 27, Section 10 of the 2023-2025 collective bargaining agreement is not what the Union believes they agreed to when the membership ratified the agreement. As a result, the Union has a grievance pending.

Additionally, the expedited paramedic credentialing pilot program has also raised an issue with the timing of a member's receipt of 304 pay classification once they have attained their state paramedic license.

The City believes the negotiations record is clear, there were no misunderstanding, and that the Article 27, Section 10 language is also clear and unambiguous. Despite the Union raising this issue, the City maintains its position and interpretation on the matter. Furthermore, any discussions, proposals, or even the City's willingness to consider a clarification is not an abdication of the City's interpretation nor is it an admission that the language or the negotiations discussions were unclear or ambiguous.

However, in an effort to maintain a harmonious labor management relationship, the City is willing to have settlement discussions that will not be used against the City should the parties be unable to find a successful resolution on this matter.

The City is interested in a settlement discussion on only Article 27 of the 2023-2025 Collective Bargaining Agreement for the specific purpose of clarifying and resolving an issue that is the result of new language agreed upon by the parties in this 2023-2025 agreement.

The ground rules for these settlement discussions would be:

1. Neither the City nor the Union would concede their respective positions on the current language of Article 27, Section 10, but instead would maintain their positions in these discussions and afterwards, unless these settlement discussions result in a modification of the language in Article 27.
2. These settlement discussions will not alter, amend, modify, or change any language in Article 27, unless the parties mutually agree to changes by a signed Memorandum of Understanding (MOU).

3. If these settlement discussions do not result in a mutually agreeable MOU and subsequent revisions to Article 27, then the existing language in Article 27 will remain in full force and effect.
4. These settlement discussions shall not lead to any grievance or interest arbitration over Article 27. The parties' intent is to discuss whether a mutually-agreeable revision to Article 27 can be achieved. If it cannot, then Article 27 will remain as is, without change, until the parties agree to revise Article 27 in regular contract negotiations for FY 2025-2026.

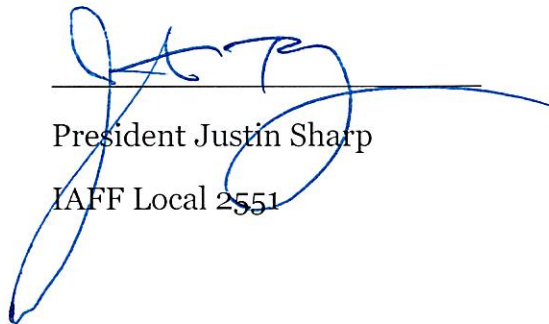
The parties agree to the terms of these ground rules by their signature below.



11/26/2024

City Manager Michael L. Spurgeon

City of Broken Arrow



President Justin Sharp

IAFF Local 2551