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IN THE MATTER OF INTEREST)
 ARBITRATION)
)
 Between)
)
 Village of Orland Park, Illinois)
 Employer,)
)
 and)
)
 IAFF Local No. 2754,)
 Union.)
 _____)

Marvin Hill
Arbitrator



July 3, 2013 & August 6, 2013
August 20, 2013 (executive session)
Orland Park, IL

Appearances:

For the IAFF: J. Dale Berry, Esq.
 Cornfield & Feldman
 25 East Washington Street, Ste 1400
 Chicago, Illinois 60602-1803
jdberry@cornfieldandfeldman.com

For the City: Burt Odelson, Esq.
 Odelson & Sterk, Ltd.
 3318 W. 95th Street
 Evergreen Park, IL 60805.
attyburt@aol.com

I. BACKGROUND, FACTS AND STATEMENT OF JURISDICTION

This matter comes before the undersigned Arbitrator upon agreement of the parties, the Orland Fire Protection District (OFPD or "Employer") and the Orland Professional Firefighters Local 2754 ("Local 2754"). The parties have reached a tentative agreement on all but three issues: Health Insurance/Insurance Contribution, Paramedic-in-Charge/Ambulance Driver Differential and Station Shift Bidding (UX 9). The tentative agreement was signed by the Fire Chief on behalf of OFPD and the Union President on behalf of Local 2754. The parties have agreed to wages (2.25% in 2013; 2.5% in 2014; and 2.75% in 2015); a new longevity schedule including 15% of an employee's base pay after 26 years of service; an additional Kelly Day, bringing the entire bargaining unit to 11; wording regarding fire station manning (Section 17.9); wording regarding the number of lieutenants and engineers (which includes a reduction of

lieutenants and engineers by attrition)(Section 20.1A); overtime distribution policy; and other previously-signed tentative agreements.

Negotiations began in December 2012 and continued since that time. The parties attempted to settle all outstanding issues with the assistance of a federal mediator, but were unsuccessful. The parties have agreed to submit all remaining issues to the undersigned Arbitrator. To this end, a mediation/arbitration session was held on July 3, 2013 at the Orland Park Fire Station, 151st and LaGrange Avenue. A formal arbitration session was held on August 6, 2013. The parties appeared through their representatives and entered exhibits and testimony. Post-hearing briefs were filed 30 days after receipt of transcript and exchanged through the offices of the Arbitrator. The record was closed on that date.¹

II. INTEREST CRITERIA

It was stipulated that the undersigned Arbitrator was to base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois Labor Relations Act which, in relevant part reads as follows:

- A. 5 ILCS 315/14(g) At or before the conclusion of the hearing held pursuant to subsection (d), the arbitration panel shall . . . direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue.

- B. 5 ILCS 315/14(h) where there is no agreement between the parties, . . . the arbitration shall base its findings, opinions and order upon the following factors, as applicable:
 - (a) The lawful authority of the employer;
 - (b) Stipulations of the parties;
 - (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs;
 - (d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and

¹ On August 20, 2013, the parties' representatives, along with the Union President and the Fire Chief, met in executive session at my suggestion in order to reach a resolution on the health insurance issue. At that meeting the parties requested that I award language on health insurance based on his understanding of the concerns of the parties and their progress in attempting to reach an accord. I accepted the mandate.

conditions of employment of other employees performing similar services and with other employees generally:

- (e) In public employment in comparable communities. In private employment in comparable communities.
- (f) The average consumer prices for goods and services, commonly known as cost of living;
- (g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all to her benefits received;
- (h) Changes in any of the foregoing circumstances during the pendency of the arbitration proceeding; and
- (i) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or private employment.

Furthermore, "It is well settled that where one or the other of the parties seeks to obtain a substantial departure from the party's *status quo*, an "extra burden" must be met before the arbitrator resorts to the criteria enumerated in Section 14(h)." Additionally, where one party seeks to implement entirely new benefits or procedures (as opposed to merely increasing or decreasing existing benefits) or to markedly change the product of previous negotiations, the onus is on the party seeking the change." *Village of Maryville and Illinois Fraternal Order of Police*, S-MA-10-228 (Hill, 2011).

The so-called "breakthrough items in this case are the City's offer on health insurance, where the City desires an end to one of the options offered employees and, to a lesser extent, the paramedic-in-charge (PIC) and ambulance driver (AD) stipend, and section assignment language in the parties' letter of understanding.

II. DISCUSSION

This dispute involves two (2) *economic* issues (Health Insurance & Paramedic-in-Charge (PIC)/Ambulance Driver (AD) Stipend) and one (1) non-economic issue (Assignment). The Act restricts an Arbitrator's discretion in resolving economic issues to the adoption of the final offer of one of the parties. 5 ILCS 315/14. Thus, under the statute there is no Solomon-like "splitting of the child."²

Although the Village has not entered an inability-to-pay defense, there is no serious argument that ability to pay considerations in the public sector simply amount to governmental priorities. Is the Village funding a new roof in the park pavilion or putting another half percent on the firefighters' base? To this end Arbitrator Peter Myers reflected on the weight that should be given to the current financial difficulties in the economy as follows:

The economic situation that now faces all employers, public and private, is one factor that "normally or traditionally" should be taken into account when considering wages, hours and conditions of employment, pursuant to Section 14(h)(8) of the Act. The financial difficulties facing the Village as a result of the ongoing economic downturn therefore must be given appropriate weight and considered here. *Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter #456, S-MA-09-019* (Myers, 7/30/2010).

Arbitrator Benn devoted most of his opinion in *State of Illinois and International Brotherhood of Teamsters, Local 726, S-MA-08-262* (1/27/2009, Benn) to an analysis of the "economic free-fall" which occurred in 2007, mentioning, in part, the sharp drop in the stock market, the freezing of credit markets and the worst unemployment rates in Illinois since June, 1993. Furthermore, as of this writing at least five arbitrators have awarded a zero percent wage increase in the context of a multi-year award. See, *City of Bellville and Illinois FOP Labor Council, Case S-MA-08-157* (Goldstein, 2010); *City of Rockford and Police Benevolent Labor Committee* (Yaffe, 2910); *City of Evanston & IBT Local 700, Case S-MA-09-086* (Goldberg, 2010); *Wabash County/Wabask County Sheriff & IL FOP Labor Council, Case No. S-MA-09-020* (Feuille, 2010); *City of Highland Park & IAFF Local 822, Case No. S-MA-10-282* (Benn, 2010)(stipulated award); *Board of Trustees of Univ of Illinois at Urbana-Champaign & FOP Labor Council, Case No. S-MA-10-075* (Perkovich, 2010).

Overall, the Employer's financial picture is enviable (EX 1). It is simply not a major factor in this dispute.

² Cf. 1 Kings 3, 24-27. "And the king said, 'Bring me a sword.' When they brought the king a sword, he gave this order, 'Divide the child in two and give half to one, and half to the other.' Then the woman whose son was alive said to the king out of pity for her son, 'Oh, my lord, give her the living child but spare its life.' The other woman, however, said, 'It shall be neither mine nor yours. Divide it.' Then the king spoke, 'Give the living child to the first woman and spare its life. She is the mother.'"

A. Focus of an Arbitrator in an Interest Dispute

As I have pointed out in numerous interest decisions, arbitrators and advocates are unsure whether the object of the entire interest process is simply to achieve a decision rather than a strike, as is sometimes the case in grievance arbitration, or whether interest arbitration is really like mediation-arbitration, where, as noted by one practitioner, "what you do is to identify the range of expectations so that you will come up with a settlement that both sides can live with and where neither side is shocked at the result." See, Berkowitz, *Arbitration of Public-Sector Interest Disputes: Economics, Politics and Equity: Discussion*, in *Arbitration – 1976, Proceedings of the 29th Annual Meeting, National Academy of Arbitrators* (B.D. Dennis & G.C. Somers, eds) 159, 186 (BNA Books, 1976).

A review of case law and the relevant literature indicates that arbitrators attempt to issue awards that reflect the position the parties would have reached if left to their own impasse devices. Recently, one Arbitrator/Mediator traced the genesis of this concept back to Arbitrator Whitley P. McCoy who, in the often-quoted *Twin City Rapid Transit Company* decision, 7 LA (BNA) 845, 848 (1947), stated the principle this way:

Arbitration of contract terms differs radically from arbitration of grievances. The latter calls for a judicial determination of existing contract rights; the former calls for a determination, upon consideration of policy, fairness, and expediency, of the contract rights ought to be. In submitting . . . to arbitration, the parties have merely extended their negotiations, having agreed upon . . . [T]he fundamental inquiry, as to each issue, is: what should the parties themselves, as reasonable men, have voluntarily agreed to? . . . [The] endeavor is to decide the issues as, upon the evidence, we reasonable negotiators, regardless of their social or economic theories, might have decided them in the give and take process of bargaining.

See, *City of Galena, IL*, Case S-MA-09-164 (Callaway, 2010).

Similarly, Chicago Arbitrator Harvey Nathan, in *Sheriff of Will County and AFSCME Council 31, Local 2961*, Case S-MA-88-9 (1988), declared that the award must be a natural extension where the parties were at impasse:

[I]nterest arbitration is essentially a conservative process. While obviously value judgments are inherent, the neutral cannot impose upon the parties' contractual procedures he or she knows that parties themselves would never agree to. Nor is his function to embark upon new ground and to create some innovative procedural or benefits scheme which is unrelated to the parties' particular bargaining history. The arbitration award must be a natural extension of where the parties were at impasse. The award must flow from the peculiar circumstances these particular parties have developed for themselves. To do anything less would inhibit collective bargaining." *Will County Board and Sheriff of Will County v. AFSCME Council 31, Local 2961* (Nathan, Chair, 1988), quoting *Arizona Public Service*, 63 LA (BNA) 1189, 1196 (Platt, 1974); Accord, *City of Aurora*, S-MA-95-44 at p.18-19 (Kohn, 1995).

. . . The well-accepted standard in interest arbitration when one party seeks to implement entirely new benefits or procedures (as opposed to merely increasing or decreasing existing benefits) or to markedly change the product of previous negotiations is to place the onus on the party seeking the change . . . In each instance, the burden is on the party seeking the change to demonstrate, at a minimum:

- (1) that the old system or procedure has not worked as anticipated when originally agreed to or
- (2) that the existing system or procedure has created operational hardships for the employer (or equitable or due process problems for the union) and
- (3) that the party seeking to maintain the status quo has resisted attempts at the bargaining table to address these problems.

Without first examining these threshold questions, the Arbitrator should not consider whether the proposal is justified based upon other statutory criteria. These threshold requirements are necessary in order to encourage collective bargaining. Parties cannot avoid the hard issues at the bargaining table in the hope that an arbitrator will obtain for them what they could never negotiate themselves.

Sheriff of Will County at 51-52 (emphasis mine), as cited in *City of Danville*, S-MA-09-238 (Hill, 2010); See also, *Sheriff of Cook County II*, at 17 n.16, and at 19. See generally, Marvin Hill & A. V. Sinicropi, *Winning Arbitration Advocacy* (BNA Books, 1998)(Chapter 9)(discussing the focus of interest neutrals).

Chicago Arbitrator Elliott Goldstein had it right and said it best: “Interest arbitrators are essentially obligated to replicate the results of arm’s-length bargaining between the parties, and to do no more.” *Metropolitan Alliance of Police, Chapter 471*, FMCS 091103-0042-A (2009).³

³ See also, *City of East St. Louis & East St. Louis Firefighters Local No. 23*, S-MA-87-25 (Traynor, 1987), where the Arbitrator, back in 1987, recognized the task of determining where the parties would have landed had management been able to take a strike and the union able to withhold its services. In Arbitrator Traynor’s words:

Because of the Illinois law depriving the firefighters of the right to strike, the Union has been deprived of a most valuable economic weapon in negotiating a contract with the City. There seems to be little question that if the firefighters had been permitted to strike, and did so, insisting on increased wages, public pressure due to the lack of fire protection would have motivated the City Council to settle the strike by offering wage increases.

Id. at 11.

Management advocate and author R. Theodore Clark has argued that the interest arbitrator should not award more than the employees would have been able to obtain if they had the right to strike and management had the right to take a strike. R. Theodore Clark, Jr., *Interest Arbitration: Can The Public Sector Afford It? Developing Limitations on the Process II. A Management Perspective*, in *Arbitration Issues for the 1980s, Proceedings of the 34th Annual Meeting, National Academy of Arbitrators* (J.D. Stern & B.D. Dennis, eds) 248, 256 (BNA Books, 1982). Clark referenced another commentator’s suggestion that interest neutrals “must be able to suggest or order settlements of wage issues that would conform in some measure to what the situation would be had the parties been allowed the right to strike and the right to take a strike.” *Id.* Accord: *Des Moines Transit Co. v. Amalgamated Ass’n of Am. Div.*, 441, 38 LA (BNA) 666 (1962)(Flagler, Arb.) (“It is not necessary or even desirable that he approve what has taken place in the past but only that he understand the character of established practices and rigorously avoid giving to *either party* that which they could not have secured at the bargaining table.” *Id.* at 671.

There is no question that arbitrators, operating under the mandates of the Illinois statute (mandating final offer arbitrator by impasse item), apply the same focus as articulated by Arbitrator Goldstein and others. Interest arbitration is not the place to dispense one's own sense of industrial justice similar to the former circuit riders in the United States, especially in the public sector.⁴ Careful attention is required regarding adherence to the evidence record put forth by the parties and, however difficult, coming up with an award that resembles where the parties would have placed themselves if left to their own devices. There is indeed a presumption that the bargains the parties reached in the past mean something and, thus, are to be respected.

B. Health Insurance

In *City of Aurora & IAFF 99* (Kohn, 1995), S-MA-95-44, Arbitrator Lisa Salkovitz Kohn considered Aurora's proposal to increase the length of time in the first two steps of the salary structure for firefighters hired *after* the effective date of the contract. The record indicated that the Aurora firefighters' maximum base salary was "approximately average for the comparison group, although they have the lowest starting rate." *Id.* at 18. In rejecting the City's final offer, Arbitrator Kohn had this to say regarding the City's burden when requesting a change in benefits:

When one party proposes to modify a benefit, that party bears the burden of demonstrating a need for a change. Village of Elk Grove & Elk Grove Firefighters Association, Local 2298, IAFF, supra at 67. Here, the City offered no reason to lengthen the time period for Steps A and B from six months to 1 year, other than the fact that its police officers have accepted this change, albeit only for the duration of the current contract, and the City, having imposed it on their executive and exempt employees, now intends to seek this extension from all other bargaining units. **However, a "break-through" of this sort is best negotiated at the bargaining table, rather than being imposed by a third-party process. Kohn at 19 (emphasis in bold mine).**

Arbitrator Kohn rejected Aurora's offer, reasoning that "a breakthrough is best negotiated at the bargaining table," a position endorsed by the better weight of arbitral authority in interest cases in Illinois (and Iowa).

* * * *

The Employer currently offers three (3) health insurance options: Plan A PPO; Plan B PPO; and an HMO. These have been the employees' options since 2000, where Plan B was added as an option.

Management proposes to maintain these three (3) options through 2013, with no additional cost to the employee. Specifically, the District has proposed to freeze 2013 insurance

⁴ In the United States, the act, once undertaken by a judge, of traveling within a judicial district (or circuit) to facilitate the hearing of cases. The practice was largely abandoned with the establishment of permanent courthouses and laws requiring parties to appear before a sitting judge. Source: <http://www.answers.com/topic/circuit-riding>

contributions as currently in effect only if its proposal is accepted by the Union or awarded by the Arbitrator. If the District's proposal is not accepted or awarded, then increased contributions will be retroactive to January 1, 2013, just as wages will be retroactive to January 1, 2013 (EX 1 at 2).

Beginning January 1, 2014, OFPD would offer three (3) health insurance options including a traditional PPO, a health savings account plan (HSA) and an HMO. The HAS was designed so that the employee's maximum financial exposure is less than if on the current Plan B, which the majority of employee (72%) have selected. Maximum employee costs for family coverage for the current Plan B and the proposed HAS are as follows:

	Plan B (current)	HAS (proposed)	Proposed PPO
Deductible	\$300	\$5,000	\$500
Seeding	0	(\$3,500)	0
Out of Pocket	\$800	0	\$2,000
Total	\$1,100	\$1,500	\$2,500
Employee Contribution	\$1,890 (7%)	\$1,451 (7%)	\$3,158 (12%)
Grand Total	\$2,990	\$2,951	\$5,658

Given its overall plan is adopted, Management computes the total estimated net cost savings to be \$207,000 in 2014.

According to the Employer, the following analysis summarizes the financial effect of OFPD's insurance proposal on the employees. Management points out there will be no changes to employee contributions or plan design in 2013. In 2014, the financial effect of employee contribution for family coverage is as follows:

	<u>Current Plan</u>	
	A	B
Proposed Plan:		
PPO	(\$131)	(\$1,268)
HSA	\$1,575	\$438

According to management, the only relevant comparables are Lisle-Woodridge and Lockport, both of which are Fire Protection Districts close to Orland Park. "Other municipalities [listed in the exhibits] are just there for illustration." (R. 183).

The Union's final offer on health insurance is as follows:

<u>Health Insurance:</u>	<u>Plans</u>	<u>Employee Premium Contribution</u>
	A – Maintain Existing Plan	<i>Increase employee contribution from 11% to: 2014 – 12% 2015 – 13%</i>
	B. – <i>Status Quo</i> on Plan B design	<i>Increase employee Contribution from 7% to: 2014 – 9 % 2015 – 11%</i>

HMO + HAS Plans – employee premium and contribution amounts are not in dispute (as described in Union Ex A).

* * * *

Counsel for the Union described its offer as follows:

Plan A is an existing plan. Our position is to maintain it. Previously we paid 11 percent of the premium. And if you award a continuation of this plan, we're agreeing to pay 12 percent in 2014 and 13 percent in 2015. And as I think you will see later on, this is not a cost factor for the District.

In terms of Plan B, again, we have some dispute as to the new design, the higher deductibles. We're still awaiting the information as to the cost impact of those higher deductibles. But, again, we have agreed to increase our contribution from the existing 7 percent to 9 percent and 11 percent. So we are not maintaining the status quo as to our cost sharing. We're actually increasing our cost-sharing. The only real issue here has to do with the Plan Design. (R. 151-152).

* * *

[J]ust in terms of the existing benefit in terms of Plan A, the average contribution rate is 11, Orland's contribution rate is 11. Do they're basically about average in terms of their contribution rates on this PPO.

And in terms of family – it's on a single. On the family, they're at 11 and the comps are at 12. So they're at 11 and the comps are at 12. So they're slightly above average there.

Now we go to 2014. You can see that the market has shifted somewhat. Again, employees are generally contributing – negotiating higher contribution rates on premiums. And the average for the comparable group for 2014 goes from 11 to 12.4. And coincidentally our proposed . . . Plan A tracks that. We went from 11 to 12. (R. 169).

* * *

If you go to 2014, again, the significance there is we have agreed to increase our contribution rate from 7 percent to 9 percent in 2014. And then in 2015, another 2 percent to 11 percent. So it's much closer to the average than it was before. So we've actually conceded quite a bit of ground with respect to the Plan B PPO from where we were. And that is obviously a benefit to the District, which we have proposed in terms of the cost. (R. 172-173).

* * * *

The importance of where the parties placed themselves in past contracts is an important consideration in rendering an award in an interest proceeding. *See, e.g., Johnson County Sheriff's Office & PPME Local 2003*, PERB Case 1083/2 (Harry Graham, 2011) (“Important in this situation is the history of negotiations and intra-employer comparisons.” Graham at 4). Research of arbitral case law indicates that the presumption is to leave any non *de minimis* changes in long-time benefits, especially insurance, to the parties themselves.

To this end, Arbitrator Paul Lansing (an Illinois resident acting as an Iowa fact finder), in *City of Mason City, IA & AFSCME Local 1367* (2003), considered changing the parties' health insurance benefit. The City proposed changing the *status quo* to an employee contribution of \$25.00/month toward family coverage. Significantly, the City had already mandated a change in contribution rate by the non-unit employees. Concluding that the employer “has not demonstrated why the historic contract relationship between the parties should be changed at this time,” (Lansing at 10, emphasis in original), the Arbitrator had this to say on the importance of the parties coming up with their own solution to rising insurance costs:

While I think both parties recognize the necessity of formulating a new method of dealing with the rapidly increasing costs of health insurance, the better solution would be for the parties to negotiate the issue themselves rather than an outside neutral suggest or impose a solution upon them. For example, one objection of the Union was that a contribution to health insurance would effectively mean a reduction in the wage increase. Perhaps, the City would consider a one-time increase in wages above the comparables in exchange for the Union's acceptance of a required contribution to their own health insurance coverage.

Particularly relevant to this dispute, the Arbitrator cautioned that the day will come when the Union will have to start contributing to family insurance:

[T]he Union should recognize that the present contract relationship regarding health

insurance coverage cannot last much longer and it may be in their best interest to negotiate the matter with the Employer in exchange for another benefit they desire. To do otherwise might be short sighted by the Union. (Lansing at 10).

That same Arbitrator, in *City of Cedar Falls, IA & Firefighters Local 1366* (2002), again faced the issue of imposing a change to the *status quo* in health insurance. In rejecting the City's argument for a straight subsidy to the unit (who, in turn, would purchase their own insurance), Arbitrator Lansing reasoned that since it was the employer who requested the change, the burden would lie with him to demonstrate the need for a change. Favoring the Union's final offer was the complete absence of comparables that presently had a system in place which was similar to management's final offer. Arbitrator Lansing also commented on the principle applied by labor arbitrators when one side is asking for a change in an existing collective bargaining agreement:

Beyond the comparability matter, both parties know that neutrals are reluctant to make major changes to the present contract. Neutrals do not know the full bargaining history of the parties, what sacrifices were made to maintain which rights under the contract in past years. Major structural changes to a contract are better made by the parties and not the neutral. Without evidence beyond the rising costs of medical insurance, I do not think the Employer has carried the burden in this matter. (Lansing at 11; emphasis in bold mine).

Accord: *City of Dubuque, IA & Firefighters Local 353* (Thompson, 2006)(*status quo* maintained where Arbitrator finds that nothing has changed since last contract when prior arbitrator mandated a 90-10 split); *Woodward Granger Community Schools & Woodward Granger Education Association*, Iowa PERB Case CEO #665, Sector 1 (Jacobs, 2010)("The past history of bargaining showed that this provision was quite recently negotiated into the parties' agreement. To change it now would be, as Arbitrator Johnson noted, quite determined to the notion of good faith bargaining, especially in a situation where there was no compelling evidence to support a radical change in the language."); *Iowa City Community School District & Iowa City Education Association*, PERB Case #334/2 (Johnson, 2010)("It has also been stated that neutrals should be reluctant to effectuate changes in contract language which has been voluntarily accepted by both sides in the absence of evidence showing unique circumstances or a compelling need for the requested change); *Keokuk County and PPME Local 2003*, IUPAT (Loeschen, 2004)(Put another way, 'what was gained at bargaining should not be lost the following year by arbitral fiat. Nothing can be more detrimental to good faith negotiations.'" Johnson at 9-10, quoting *Bettendorf Education Association* (Hill, 1991)); *City of Clinton, IA & Clinton, Iowa Police Bargaining Unit Association*, PERB Case #162/Sector 2 (Schiavoni, 2007) (entering fact-finding recommendation that *status quo* be respected, reasoning that because the benefit at issue is significant and the proposed modifications are substantial "take aways," "it is not recommended that the City be granted its proposed language through the fact-finding/interest arbitration process without showing evidence that it has provided a quid pro quo for the modifications, citing the undersigned Arbitrator, "a neutral should keep in mind that, at one time a party may have paid dearly for a particular item and, this should proceed with caution before drafting an award that would upset the 'quid pro quo.'" Schiavoni at 14, citing *City of Clinton, IA & Clinton Police Department* (Hill, 2006)); *Le Mars CSD & Le Mars Education Association*,

PERB CEO #368/1 (Gallagher, 2009)(awarding the employer’s insurance proposal, reasoning that the union’s proposal does not retain the *status quo* “and is therefore contrary to the parties’ collective bargaining agreement history and past contracts.” Gallagher at 17).

Most of the bargaining unit has selected plans other than Plan A (currently there are only 17 individuals on Plan A). Both parties agree on the benefits of an HAS and an HMO. While no means dispositive of the issue, the savings are significant by moving employees to an HAS or HMO. Based on the evidence record, as well as the parties’ mandate regarding crafting language that reflects prior bargaining, the following health insurance provision is awarded:

2013 – Current Health Insurance plans and co-pays awarded

2014 – Plan A eliminated; PPO 9% employee premium co-pay
HSA 7% employee co-pay
HMO 12% employee co-pay

2015 – Plan A eliminated PPO 11% employee co-pay
HAS 7% employee co-pay
HMO 12% employee co-pay

* * * *

For the record, the health insurance issue was remanded to the parties under my authority under the statute. Subsequently, the parties reached an accord which is reflected in Appendix A (attached). To the extent that the parties’ settlement agreement is different than what I outlined above, the settlement agreement will trump the above.

C. Paramedic in Charge/Ambulance Driver (Section 6.1(b), Exhibit A)

Section 6.1(b) (Paramedic-in-Charge) of the current collective bargaining agreement reads as follows:

At the beginning of the shift, at each station, a minimum of two (2) paramedics shall be assigned to each ambulance. The senior paramedic assigned to the ambulance shall be the Paramedic-in-Charge (P.I.C.), and shall receive one dollar fifty cents (\$1.50) per hour above his hourly rate for the full shift; and the other paramedic assigned to the ambulance shall be assigned as the ambulance driver and shall receive fifty cents (\$.50) per hour above his hourly rate for the full shift. At any station except a station manned by five (5) or more employees at the start of a shift, a Lieutenant or acting Lieutenant (provided this employee is an EMT-P) shall be the paramedic in charge on the ambulance, the Engineer or acting Engineer shall be the ambulance driver and there shall be no paramedic in charge pay or ambulance driver pay for such employees. The senior paramedic, in the absence of a Lieutenant-paramedic assigned to the gator or a paramedic bicycle company

shall be the PIC and shall receive one dollar fifty cents (\$1.50) per hour above his hourly rate (JX 1 at 5-6).

With respect to this issue, management asserts that paramedics-in-charge (PIC) and ambulance drivers (AD) should not continue to receive additional compensation for the job they were hired to do. Thus, the \$1.50/hour and \$.50/hour compensation should be eliminated.

It is the Chief's position that as a Fire Service Leader he cannot support the Union's request to pay for paramedics-in-charge (\$1.50) and ambulance drivers (\$.50) when this practice is clearly pyramiding and double paying for the firefighter doing his job. While the District acknowledged that the elimination of PIC and AD pay has a negative effect to 48 firefighters that are now entitled to this stipend under the current collective bargaining agreement, specifically \$67,587 for fiscal 2012, the following summarizes a number of areas which the District provided additional wages/benefits to offset the negative effect to the bargaining unit:

Benefit of one additional Kelly Day for 31 firefighters	2014 -- \$35,000 2015 -- \$35,000
Agreed to add one 0.25% overall base increase	2013 -- \$29,000 2014 -- \$29,725 2015 -- \$30,030
Application of annual increases to the paramedic stipend	2013 - (2.25%) \$5,328 2014 - (2.5%) \$6,048 2015 - (2.75%) \$6,818
District proposing no increase to employee health contribution in 2013	2014 PPO contribution of \$3,158 - 2013 status quo of \$1,890 equals a difference of \$60,864 to the 48 firefighters Affected by the loss of PIC & AD.

According to the Administration, the current collective bargaining agreement compensates firefighters for performing paramedic duties while assigned to an ambulance, which is pyramiding.

The Administration points out there are no comparables to support such a pyramiding practice by comparable fire districts, i.e., there is no comparable that supports maintaining PIC and AD at Orland Park (R. 78).⁵ In management's view, the closest comparable to the District is Lisle Woodridge and Lockport. The data indicate as follows:

⁵ Q. [By Mr. Berry]: Did you look at the contract to get that information?

A. [By Chief Brucki]: How does this [the exhibit] relate to PIC and AD? Because that's what we're talking about. That's what the chart is supposed to reflect.

<u>Department</u>	<u>Paramedic Stipend</u>	<u>PIC or AD Additional Stipend</u>
Orland Park	3,422 – 4,943*	\$1.50/hour \$0.50/hour
Bollingbrook	1,368	0
Lisle	3,500	0
Naperville	0	0
Lockport	1,768	0
Downers Grove	3,612	0
Schaumburg	4,269	0
Frankfort	3,422	0
Joliet	2,500	0
Pleasantview	2,000	0

* An Orland Park firefighter/paramedic will slide all the way up to \$4,943 from \$3,422 based on longevity (R. 96).

Significantly, none of the comparables has a PIC or AD hourly stipend on top of the stipend on top of the base salary (R. 97).

The Union's final offer is to maintain the *status quo*, specifically \$1.50/hr. for PIC and \$.5/hr. for the AD (UX 6). It correctly points out that the above numbers (with the exception of Orland Park) indicate *starting* paramedic stipends.

The Union computes the benefit to the bargaining unit as follows:

Analysis of Benefits: ALS Ambulance Stipends

Paramedic-in-Charge Stipend (PIC)	\$1.50
Ambulance Driver (AD)	\$0.50
Total stipends per ambulance	\$2.00
No. of Ambulances/Day	5
Stipend x 24 hours	\$48.00
Total Stipend Pay/Day	\$240.00
Total Stipend Pay/Year	\$87,000

Q. Well, okay. It's an exhibit that talks about a paramedic stipend and it's an exhibit that talks about PIC and AD. And I just asked you –

A. Okay.

Q. – if the evidence was something that you're relying on to support your conclusion or your argument that the Arbitrator should evaluate this benefit, and you said "yes."

A. No. I'm relying on the fact that there is no stipend. That's my evidence, that there is no stipend for PIC and AD. The paramedic stipend was just put there as a reference point. (R. 78-79).

The Union claims that \$87,000 is the loss to the bargaining unit of accepting the Administration's proposal. In the Union's eyes, there is nothing that the parties have negotiated that provides "that by virtue of agreeing to 2.5, 2.5, and 2.7 [percentage wage increase in 2013, 2014, and 2015], that the Union agrees to eliminate PIC and AD." (R. 101).

What of the Administration's argument that the PIC stipend is really pyramiding of benefits and, thus, should be excluded from the successor collective bargaining agreement?

Arbitrator Ann Wendt, in *Degussa Corp.*, 119 LA (BNA) 1467, 1472 (2004), correctly noted that "it is a well-established principle in collective bargaining that double counting, i.e., pyramiding, is not condoned."⁶ Under workers' compensation law, the term "pyramiding" or "duplication" is used to describe the situation of multiple disabilities flowing from a single injury. Thus, a claimant will not be compensated twice (or more) for the same symptomatology. Such a result would over compensate the claimant for the actual impairment of his earnings capacity, making him greater than whole. In the field of workers' compensation law, such duplication has often been referred to as "pyramiding of benefits," "pyramiding of disabilities," or "pyramiding of compensation." See, *Brady v. Brown*, 4 Vet. App. 203, 206 (Vet. App. 1993). Another Arbitrator had this to say on pyramiding of benefits and when the no-pyramiding rule applies:

Pyramiding of benefits is where there is an attempt to apply more than one premium to the same period. Vice Chair Adams said that pyramiding means "the payment of similar premium rates more than once for the same hours worked and not the triggering of two separate provisions where the premium payments are to be made in relation to different hours of work." This is not what has happened here. There is one benefit that is at issue before me, that is, callback pay.

See, In the Matter of Arbitration Under the Crown Employees Collective Bargaining Act, before the Grievance Settlement Board (Felicity Briggs 1999)(GSB #1282/97).

In that case an individual inspector (whose job was taking and responding to pages) was called into work and, pursuant to a collective bargaining agreement, was called back to work twice via taking a page. The grievant's first call-back began at 4:45 p.m. and continued until 5:06 p.m. The second call back started at 5:37 p.m. and was completed at 6:02 p.m. The issue before the Arbitrator was whether the grievant should receive call back pay once or twice for the work he performed. Citing numerous arbitration awards, Arbitrator Briggs found that since the employee was called back twice, he should receive callback pay twice. In the Arbitrator's view, there were two separate and distinct interruptions and each should trigger the provision

⁶ Thus, the Arbitrator found that the following language explicitly prohibited pyramiding:

Premium pay shall not be compounded or paid twice for the same hours worked.

Id. at 1472.

guaranteeing a minimum of four hours overtime for an employee who leaves his place of work and is subsequently called back. The Arbitrator reasoned that payments under an emergency call out provision are not calculated on the basis of actual hours worked. The minimum is expressed by the parties' language. Citing one award the Arbitrator declared: "The purpose of the clause is not to compensate for hours actually worked but for the inconvenience of being called out to work during one's off-duty hours. * * * Payment of a second premium in respect of another emergency call-out is not within the mischief at which the anti-pyramiding presumption is aimed." Accordingly, when an employee had left the workplace and was enjoying his time off, and was called back prior to the starting time of his next scheduled shift, he triggered the call-back minimum payment twice.

Consistent with the above authority, I hold that the pyramiding argument advanced by the Administration is not an attempt to apply more than one premium to the paramedic classification. Significantly, the premium only applies to a paramedic in charge (PIC), as opposed to every paramedic. The same logic goes for the ambulance driver (AD).⁷ To this end the Chief, in an exchange with Mr. Berry, conceded the obvious:

Q. So your basic position here is there's no distinction between the work responsibilities or workload between firefighter/paramedics assigned to an ambulance versus firefighter/paramedics assigned to an engine?

A. Again, the way I answered your question earlier is they have the – they treat – they have the responsibility of providing medical care during the transport of that patient.

Q. So there is a difference?

A. There is additional responsibility.

Q. You agree there is a difference then?

A. Yeah. (R. 87-88).

The Chief also acknowledged that when an assignment is made, it is not made by the paramedic in charge:

Q. Isn't it true that when you're assigned to the ambulance as the paramedics-in-charge, or the ambulance driver, you are not being assigned by yourself or the battalion chief?

A. No, you're being assigned by the senior lieutenant in the station.

Q. Who's a union member?

A. Correct (R. 96-96).

⁷ If anything, the numbers should be reversed, i.e. there is a compelling argument that the driver, with immense responsibilities, should receive much more than a mere \$.50/hr premium, perhaps even \$1.50/hr.

There is no dispute that this benefit has been in the parties' collective bargaining agreement for a number of years (R. 185). What the Employer has proposed is, in no uncertain terms, a take-away without any reasonable argument that the current language is causing problems or presents an undue burden to the District. Union President Walter Rafacz explained the rationale for retaining the benefit as follows:

The incentive is – it's traditional, I believe, in the fire service, as you get older and you've spent 15, 20 years on an ambulance and new guys coming through the door usually start taking over. With this dollar fifty [PIC] and fifty [AD], I guess, encourages guys to still want to take the ambulance, I guess they're less – they're – they're happier about it because there is an incentive.

As our comps clearly show, the District wants to point out Lisle-Woodridge is 7,500 for their paramedics. They choose to do it at longevity form. We choose to do it in actually benefiting the guys that are actually on the ambulance. If you give it to everybody, you're actually rewarding the guys that won't go on the ambulance and don't have to go on the ambulance. And then the guys that are on the ambulance, you're talking away from what they've been getting for 15 years (R. 190).

For the above reasons, the Union's final offer on PIC and AD (*status quo*) is awarded.

D. Station Assignments (Section 17.10)

Section 17.10 (Station Assignments) of the parties' collective bargaining agreement (JX 1 at 33-34) reads as follows:

A. The Fire Chief shall assign personnel to shift assignments effective January 1 of each year for the remainder of the calendar year. The Chief will post planned shift assignments for the upcoming year on November 1, following the voluntary transfer deadline.

An employee, if he so desires, shall submit a Station Assignment Request to his Battalion Chief by December 15. The Battalion Chief will review the Station Assignment Requests submitted and provide station assignment recommendations to the Chief or his designee by December 22. Station assignments will be posted on or before December 31.

B. Voluntary Transfers. Employees of equal rank and qualifications may request to change shifts once each year. When two employees mutually agree to change work shifts they shall submit their request to the Chief or his/her designee on or before November 15. A request for shift changes shall not be unreasonably denied and approval or denial shall be returned to the employee affected by December 1. Voluntary shift changes shall not obligate the District to pay any additional cost.

C. Emergency Transfers. When the need arises for an emergency transfer due to long term illness, injury, extended leave or other situations for operational needs of the District, the District may transfer an employee(s) between shifts or stations. When an emergency transfer is contemplated the District shall post the opening in an attempt to find a qualified employee who will agree to change shifts or stations. If no employee volunteers, the District can assign the least senior employee in grade. Any previously approved leave will be granted even if the maximum allowed off for vacation or Kelly is already met. If it becomes necessary for an emergency transfer to occur more than once in a year, the District shall attempt to rotate who is moved so that an employee is not required to move between shifts or stations more than once in a 12-month period.

D. Station Assignments. Eighteen of the most senior Lieutenants, eighteen of the most senior Engineers and eighteen of the most senior Firefighters shall be equally distributed among the three shifts and shall not be assigned a relief position. The District's best efforts will be made to minimize floating of an employee in a 24-hour shift.

E. Reason for Transfer. Employees who are transferred between shifts at any time shall be provided with a reason for the transfer. No employee shall be transferred between shifts or between stations for punitive or retaliatory purposes.

* * * *

According to the Administration, the Battalion Chief now lacks the authority to assign his personnel to stations and equipment where he feels they will best serve the public safety. In management's words: "Under the current provision of the contract . . . the Station Assignment, [Section] 17.10, [and] the Letter of Understanding, which is being disputed by the District, the battalion chiefs, the people directly responsible to the Chief, . . . who are responsible for the day-to-day operations of the District under the Chief cannot make adjustments to station staffing or even to the rig assignments. . . . What has happened is it makes it easy for the union members to make assignments to maximize the possibility of the stipend that we just talked about being paid. This is a pure pyramiding stipend. It has nothing to do with increasing the operational efficiencies." (R. 103-105). To this end, management seeks an end to the parties' Letter of Understanding (undated)(EX 4) which, in management's eyes, allows Union members to bid stations and assign personnel, rather than the Chief. In relevant part that Letter of Understanding reads:

LETTER OF UNDERSTANDING

Procedure:

17.10 Station Assignments

All line personnel will be eligible to bid annually for station assignments. The following procedure will be followed in the selection process.

1. The Fire Chief will determine the number, rank and seniority positions and qualifications needed for each station. Vacancies will be filled according to the list published by the Fire Chief.

2. Station bidding will be based on master seniority for firefighters and time in rank for engineers and lieutenants.
3. The selection period will open on December 1, at 0800 hours and conclude on December 15, 1700 hours. The bidding list will be posted at fire station #1.
4. Personnel shall select station assignments by entering their first choice of a station, their initials and the posting date on the bidding list as station #1.
5. At the end of the selection period the Fire Chief shall compile a list of all personnel and their assigned stations for the following year. Rotation of personnel to their new stations shall be effective January 1.
6. Stations assignments may be modified by the Fire Chief to accommodate a reasonable mentoring program and orientation of newly-promoted and newly-hired personnel. Not to exceed 4 months for newly-hired and 2 weeks for newly promoted.
7. Eighteen of the most senior lieutenants, engineers and firefighters shall not be assigned in a relief position. Remaining personnel may be used in relief positions based on operational needs.
8. Station bidding does not include movement between shifts.

This station selection policy must provide, in the opinion of the Fire Chief, the level of qualifications and experience necessary to properly staff all stations. If in the opinion of the Fire Chief a station selection will create a staffing or operational issue that the Fire Chief feels will be unsatisfactory, the union and the Fire Chief shall meet to attempt to resolve the issue. If the difference between the Fire Chief and the Union on this issue is not resolved, the decision of the Fire Chief is final. **If station assignment by seniority does not satisfy the objective of efficient team work and safe operation at emergencies, the Fire Chief has the right to make station assignments in accordance with this agreement.**

Apparatus Assignments:

Assignments to fire suppression companies will be made using the following process:

1. The senior assigned lieutenant will make apparatus assignments for personnel assigned to this station. Riding assignments will be made daily.
2. The senior officer will assure that personnel assigned to the station (both senior and relief) are proficient in the operation and location of all equipment assigned to the station. This will require that an appropriate amount of time is spent in training and evaluating personnel in the various assignments.
3. **Chief officers reserve the right to change apparatus assignments for the purpose of training, evaluation, and experience of personnel.**
4. The assigned station relief lieutenant will make apparatus assignments in the absence of the senior lieutenant.
5. Personnel assigned to a station on overtime, regardless of rank, and seniority will take assignments made by the normally assigned senior or relief officers from that station.
6. Senior personnel assigned to suppression apparatus will maintain their paramedic skills through involvement in patient care on all EMS calls.

The senior lieutenant will work to keep consistency with his/her crew by establishing a system for daily riding assignments. Performance of all personnel assigned to a station will be the responsibility of the senior lieutenant. To assure that personnel are proficient in all skills that they may be assigned, it is highly recommended that assignments are made to give exposure to EMS/ambulance along with specialty areas such as engine and truck work. It is essential that new firefighters are rotated into suppression apparatus so that adequate evaluation and experience can be obtained.

President, Local 2754

Fire Chief

With the recent hiring of 11 new firefighters, there will be an average of three new probationary firefighters on each shift. In the words of the Employer: “the current Letter of Understanding clearly puts the Union in the position of manning stations as the members choose to, and not necessarily as to what makes sense for providing the best option for the taxpayers.”

For the above reasons, the Administration is requesting the *status quo* on Section 17.10 (Station Assignments) and the elimination of the language “of the undated, unapproved Letter of Understanding from the last contract.” In the Administration’s view, the Union, in submitting the conceptual agreement, is “cherry-picking” the parties’ package (R. 202):

[By Mr. Odelson]: This is a classic, classic example of the cherry-picking. Well, here was the whole package that we had that was rejected, and from that package that was rejected, and from that package that was rejected, we like this and this and this and this, and we’ve agreed to a lot of that. But this, the alleged compromise, was part of a different, totally different package where other concessions were made by the Union. It has nothing to do with the price of tea in China. It has nothing to do with it. This is not – what he shows you is not a compromise. It is the Letter of Understanding put into the contract, which we absolutely did not want, did not negotiate, and was not accepted, and is not accepted now. Our position is *status quo* on the language in the contract and the elimination of the Letter of Understanding (R. 202).

* * *

So this conceptual thing that Dale’s trying to argue was conceptual only and part of a different package that’s not before you now. And it is not acceptable and not workable with all the other proposals we’ve already accepted. (R. 203).

The Union’s final offer is to maintain the *status quo* procedure as per the Letter of Understanding or, alternatively, apply the previously-agreed language included in the “conceptual agreement” which, in relevant part, reads as follows:

Section 17.10 Station Assignments (Conceptual Agreement)

A. All line personnel will be eligible to bid annually for station assignments. The following procedure will be followed in the selection process.

1. The Fire Chief will determine the number, rank, and seniority positions, and qualifications needed for each station. Vacancies will be filled according to the list published by the Fire Chief.
2. Station bidding will be based on master seniority for firefighters and time in rank for engineers and lieutenants.
3. The selection period will open on December 1 at 0800 hours and conclude on December 15, 1700 hours. The bidding list will be posted at fire station #1.

4. Personnel shall select station assignments by entering their first choice of a station, their initials and the posting date on the bidding list at station #1.
5. At the end of the selection period the Fire Chief shall compile a list of all personnel and their assigned stations for the following year. Rotation of personnel to their new stations shall be effective January 1.
6. Station assignments may be modified by the Fire Chief to accommodate a reasonable mentoring program and orientation of newly promoted and newly hired personnel. Personnel assigned to a 3 man station shall not be moved for more than 4 months to accommodate evaluation of a probationary firefighter.
7. Eighteen of the most senior lieutenants, engineers, and firefighters shall not be assigned in a relief position. Remaining personnel may be used in relief positions based on operational need.
8. Station bidding does not include movement between shifts.

This station selection policy must provide, in the opinion of the Fire Chief, the level of qualification and experience necessary to properly staff all stations. If in the opinion of the Fire Chief for a bona fide reason a station selection will create a staffing or operational issue that the Fire Chief feels will be unsatisfactory, the Union and Fire Chief shall meet to attempt to resolve the issue. If the difference between the Fire Chief and the Union on this issue is not resolved, the decision of the Fire Chief is final. If station assignments by seniority does not satisfy the objective of efficient team work and safe operations at emergencies, the Fire Chief has the right to make station assignments in accordance with this agreement.

Apparatus Assignments:

Assignments to fire suppression companies will be made using the following process:

1. The senior assigned lieutenant will make apparatus assignments for personnel assigned to this station. Riding assignments will be made daily.
2. The senior officer will assure that personnel assigned to the station (both senior and relief) are proficient in the operation and location of all equipment assigned to the station. This will require that an appropriate amount of time is spent in training and evaluating personnel in the various assignments.
3. Chief officers reserve the right to change apparatus assignments for the purpose of training, evaluation, and experience of personnel.
4. The assigned station relief lieutenant will make apparatus assignments in the absence of the senior lieutenant.
5. Personnel assigned to a station on overtime, regardless of rank, and seniority will take assignments made by the normally assigned senior or relief officers from that station.
6. Senior personnel assigned to suppression apparatus will maintain their paramedic skills through involvement in patient care on all EMS calls.

The senior lieutenant will work to keep consistency with his/her crew by establishing a system for daily riding assignments. Performance of all personnel assigned to a station will be the responsibility of the senior lieutenant. To assure that personnel are proficient in all skills that they may be assigned, it is highly recommended that assignments are made to give exposure to EMS/ambulance along with specialty areas such as engine and truck work. It is essential that new firefighters are rotated into suppression apparatus so that adequate evaluation and experience can be obtained.

* * * *

Amazingly, this was a contentious matter for the parties. As articulated by the Union Counsel Berry:

[W]here you work and who you work with is an important issue for firefighters, And this benefit that's in the contract is a serious benefit that we're very concerned about not being eliminated.

And the focus on rig assignments is really a distraction because, as we all think we've indicated, there is authority there that maybe that's not exercised but it certainly could be exercised.

So none of that evidence goes to the issue of why people shouldn't be able to bid their stations and bid their shifts (R. 196).

* * *

So our position is *status quo* [the] Letter of Understanding. If there are any imperfections in that or some massaging that needs to be done, the best evidence of what the parties would have agreed to . . . that was included in the conceptual agreement, which is our alternate proposal. (R. 201).

Here, the comparables favor the Union with respect to shift and station bidding, with at least 50 percent of the comparables having this benefit (UX 17; R. 197).

Significantly, absent the Letter of Understanding there is nothing in the parties' collective bargaining agreement that awards *station seniority* to the bargaining unit. While I have no doubt that the parties, in drafting Section 17.10(D), intended to recognize station seniority, a close reading of that provision makes no such guarantee. The text addresses *shift seniority*, as opposed to station seniority. Given the Union's declarations that management already has the power to avoid having two newly-hired firefighters assigned to an ambulance, and given the language in the parties' conceptual agreement, I hold that "revised" Section 17.10 (conceptual agreement), incorporating the Letter of Understanding, with selected modifications (Paragraphs A through E in Section 17.10 remain unchanged), should be included in the parties' collective bargaining agreement.

A note is in order: At the hearing counsel for the Administration articulated the Employer's concern as follows:

We contend that the battalion chiefs would make better decisions in establishing station personnel and rig assignments based on the public needs of the District and its residents and not based on the stipend. The practice that they currently have into effect is unhealthy, is potentially illegal if there's a mishap involved with a new recruit on the ambulance or the paramedics-in-charge, and costly to the taxpayers. This is a very critical issue to the District. (R. 106).

In this same regard Chief Brucki submitted a list of the reasons why, under the Letter of Understanding, the battalion chief cannot schedule for success:

One is seniority establishes what personnel get assigned to a station, not the battalion chief.

Two: The rig assignment themselves are established by the senior lieutenant, the bargaining-unit member, not the battalion chief.

And three: Our ability to even – our ability to even measure a candidate over the course of a year, a probationary period, is further hampered by a provision that's within the Letter of Understanding that restricts us – well, so called restricts us to a mentoring purpose which is not in agreement with the District.

All of these points are why I contest that this – the battalion chief needs to have flexibility to direct and manage the workforce (R. 111-112).

* * *

Q. [By Mr. Odelson]: So, basically, under the current system, and according to our statistics, at least in the last nine months, 65% of the time the two – two rookies go out on what Mr. Berry termed “special responsibility and clinical functions” rather than seasoned veterans?

A. That has been the practice.

Q. And legally who is responsible for the everyday operation of this District?

A. The battalion chief through me.

Q. And those are the same men who don't have the authority to assign the most qualified firefighters, paramedics, ambulance drivers, is that correct?

A. That is correct (R. 114).

Management points out that the Letter of Understanding (JX 4) bears no date, was not approved by the District Board of Trustees, and presumptively was never approved by the Union membership. It was an agreement that settled a number of grievances and disputes that happened back in 2009 or 2010 (R. 106). “So the District, the Chief, and the battalion chiefs have been hampered with the assignment of personnel that they feel could best handle the job and at the same time train young guys on the job.” (R. 106-107).

As I view the evidence record, under the position awarded (the so-called compromise language) the District will continue to recognize seniority and maintain the past practice of ensuring that the top 18 Lieutenants, the top 18 Engineers, and the top Firefighters receive a station assignment based on seniority and will not be assigned to a relief position on their regularly-scheduled/assigned shift. During the station selection period, personnel will be allowed to make a station selection based on the master seniority list. If in the opinion of the Chief, a station selection creates a staffing or operational issue, an adjustment will be made by the Chief. The decision of the Chief will continue the parties' past practice of determining assignments by seniority, which (as recognized by the Union) may be changed based on training needs, evaluation and experience of fire personnel (thus avoiding two rookies on an ambulance), and the specific or special function of a vehicle and/or other equipment. Clear and simple, the Fire Chief must have the power to make adjustments to assignments for the purposes of training, evaluation, experience of personnel, and the specific or special functions of a vehicle or equipment.

The Union's final offer on station assignments (compromise draft or the so-called "conceptual agreement" language) is awarded. I find that the revised 17.10 incorporates many of the concerns the Chief has expressed. It reflects a reasonable solution to the parties' conflict.

V. AWARD

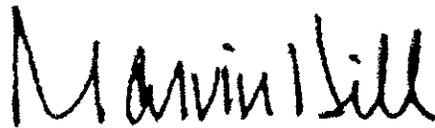
For the reasons articulated above, the following award is entered:

The Union's final offer on PIC (paramedic in charge) & AD (ambulance driver)(*status quo*) is awarded.

The Union's final offer on station assignments (compromise draft or conceptual agreement) is awarded.

The revised Health Insurance language is awarded (intended to reflect the parties' settlement agreement)(See discussion *supra* this award and Appendix A).

Dated this 20th day of September, 2013
at DeKalb, IL 60115



Marvin Hill,
Arbitrator