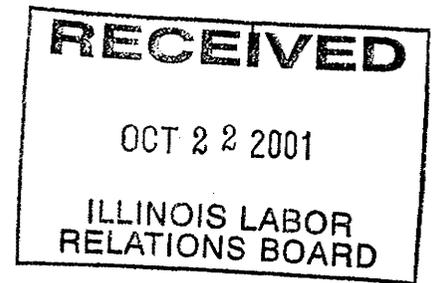


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STATE OF ILLINOIS
IN THE MATTER OF THE INTEREST ARBITRATION
BETWEEN

VILLAGE OF NORTHBROOK

And

Case No. S-MA-00-236

LOCAL UNION NO. 1894
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

APPEARANCES:

David Lefkow on behalf of the Village
J. Dale Berry on behalf of the Union

The Union is the bargaining representative of a unit of firefighter personnel employed by the Village.

Pursuant to the request of the parties, on October 3, 2000 the undersigned was designated by the Illinois State and Local Labor Relations Board to serve as chair of an interest arbitration panel to determine unresolved terms and conditions of employment to be included in the parties collective bargaining agreement covering the period May 1, 2000 –April 30, 2003. The parties subsequently waived their statutory right to designate representatives to serve as arbitration panel members in this proceeding.

The parties participated in mediation of the dispute on December 15, 2000 and May 8, 2001 during the course of which they reached

agreement on all issues in dispute except one. A hearing was held on June 20, 2001 during the course of which the parties presented evidence and arguments in support of their respective positions. Post hearing exhibits and briefs were submitted by the parties and the record was closed on October 17, 2001. Based upon a review of the record and applying the statutory factors set forth in Section 14 h of the Illinois Public Labor Relations Act, the undersigned renders the following arbitration award.

The only issue in dispute relates to a Union Kelly Day proposal, which the parties agreed should be treated as a non-economic issue for purposes of this interest arbitration proceeding.

Currently Village firefighters receive five twenty-four (24) hour personal leave days (shift reduction days) that they may pick during their annual vacation selection in February. Firefighters currently work a regular schedule of 24 on and 48 off, which creates a normal workweek of 53.85 hours. The Union proposes combining these five personal days with an additional 3.69 days off into a regular Kelly Day schedule. Under the proposal, a Kelly Day would be scheduled every 14th shift by the Department at the beginning of the year. The effect of such a change would be to reduce the normal workweek to 52.18 hours.

UNION POSITION:

There is a gross disparity in the number of Kelly Days provided to Northbrook firefighters when compared to the number provided to most of the firefighters employed in comparable communities, to which the parties have stipulated. All but one of the comparable communities provide more Kelly Days than the 5 provided to Northbrook firefighters. The average number of Kelly Days for the comparables is 8.1. The Union's proposal would generate 8.69 Kelly days. If the Union's proposal were adopted, it would move to the rank of 3rd, behind Arlington Heights and Evanston.

The parties' comparisons of paid time off benefits are quite different, based upon a number of different assumptions that were used by the parties in their calculations.

While one might argue over the merits of the methodology and assumptions used by the parties in these calculations, it is evident from the record that the number of shift days (Kelly Days) provided to Northbrook firefighters is substantially below the average among comparable communities, and that even when total time off is considered, the status quo would leave Northbrook firefighters below the average in terms of total time off through the year 2003.

Arbitrators have awarded additional Kelly days where disparities have been shown. (Citations omitted)

The Union has also offered a sufficient quid pro quo in exchange for its Kelly Day proposal. In this regard, the employees pick the existing five Kelly Days. The parties disagree as to whether Kelly Days are picked or scheduled in several comparable communities. The Union contends that in 4 of the 9 comparable communities Kelly Days are scheduled in the manner proposed by the Union; in three communities Kelly Days are picked in the same manner as are vacation days. By substituting the procedure of scheduling Kelly Days on a regularized basis the Village will gain substantial advantages in terms of the predictability of its manpower assignments and reduced administrative work in complying with FLSA regulations.

There is no dispute that the Union's proposal will eliminate all FLSA overtime, which amounted to more than \$27,000.

Contrary to the Village's assertions, implementation of the Union's proposal could result in a net out of pocket dollar savings to the

Village. Reduced overtime potential results from two aspects of the Union's proposal. First, the scheduling of Kelly Days means that the entire 365-day calendar is utilized for scheduling time off. When Kelly Days are picked as vacations, employees tend to cluster their selections during preferred times, generating significant overtime work. Secondly, under the existing system three slots are available for firefighters and one slot for officers in which to pick vacations. Under the Union's proposal, firefighters and Lieutenants will be required to select their vacation and holiday days off within three slots instead of four. Taking these factors into consideration additional overtime costs resulting from the scheduling of Kelly Days would still be less than \$27,000, even assuming additional absences due to training, on the job injuries, or vacancies due to retirement.

VILLAGE POSITION:

The Village wishes to maintain the status quo with respect to the issue in dispute.

The firefighters in the Village have more paid time off than any other comparable community, except Arlington Heights.

The Village provides annual total leave (consisting of vacation, holidays, shift reduction and personal leave) that exceeds the average total leave of comparable communities by 1.67 days, when averaged across a 25 year career. The Village also falls in second place among the comparables when total leave is considered. Currently, the Village provides firefighters 8 holidays, also more than any other comparable community.

It is well established in interest arbitration proceedings that economic issues are not viewed as totally independent of each other (Citation omitted) and that leave days are assessed in the context of total paid time off (Citation omitted).

It is also well established that a party that wants a new benefit, has the burden of demonstrating that the opposing party is being unreasonable in rejecting the benefit, and that evidence of such unreasonableness is where a party inexplicably rejects fair and adequate consideration for the benefit. (Citation omitted)

Here the Union must demonstrate the need for the proposed change, the reasonableness of its proposal, and the existence of a quid pro quo. (Citation omitted) Simply put, it has failed to do so.

In the first place, the Village's firefighters do not need more time off, based upon comparability considerations. Secondly, the Union's proposal is unreasonable. It seeks a 60 percent increase in shift reduction leave with no reduction of other forms of paid leave. It would result in a 17 percent increase in the total number of paid days off the firefighters currently receive. It would effectively increase the 11.68% hourly rate increase the parties have agreed to over the life of the Contract by another 3.2% Thirdly, even if the Village did not hire additional firefighters to replace the equivalent lost productivity of 1.8 full-time firefighters, it would still absorb a significant increase in overtime costs due to callbacks to maintain minimum manning.

Finally the Union has proposed no quid pro quo. The saving associated with FLSA overtime is a function of the reduction of hours worked rather than any concession on the Union's part.

The Union's account of Kelly Days in comparable communities is exaggerated in that it fails to acknowledge that Park Ridge provides no Kelly Days. If that fact is taken into account, the average number of Kelly Days in comparable communities is 7.2 days rather than the 8.1 figure the Unions portrays as the comparable average.

The Union's analysis of total time off for comparable communities is also exceedingly misleading and inaccurate.

If the Union's proposal to grant 3.69 additional days off were adopted, leave benefits provided by the Village would exceed the highest of the comparables' total leave benefits by 3.19 days.

The Union's requested 3.69 additional days off yields an equivalent net loss of 1.82 firefighters in any given year, or the practical equivalent of two additional firefighters.

Not only does the Village provide an above average number of days off, its' firefighters are also provided the most flexible use provisions for that leave, since they can schedule all of their leave days and may sell back to the Village up to eight of these days.

While it is conceded that the Union's proposal would eliminate FLSA overtime, the saving in this regard are more than offset by additional costs associated with maintaining minimum manning with 3.69 additional days off.

DISCUSSION:

For a number of reasons this record does not support the Union's proposal for a significant improvement in the paid time off benefit available to the Village's firefighters.

Although there are significant differences in the calculations utilized by the parties in their presentations of comparability evidence regarding the total amount of time off available to firefighters in what both agree are comparable communities, the preponderance of persuasive evidence indicates that in that regard, the benefits available to the Village's firefighters fall well within the comparability range of benefits available to similarly situated firefighters. While it is apparent that many of the Village's

firefighters have opted to cash in some of their available benefits in this regard in accordance with their contractual right to do so, and that the number of Kelly days available to firefighters in the Village is below the comparable average, the total amount of paid time off available to them clearly is at least as good as, if not better than, the average total paid time off benefits available to firefighters in comparable communities. It should be noted in this regard that comparisons of such benefits are difficult and approximate at best due to the differences that exist in comparable Departments in scheduling, staffing, and providing paid time off to firefighters. In spite of this difficulty, what appears to be evident from the record is that the range of benefits in this regard generally appears to be between about 19 and 22 days. Relatedly, the number of available paid days off to firefighters in the Village clearly places the Village in the comparable mainstream in that regard. Thus, there has been no showing of a significant need to improve benefits in this regard, at least based upon comparability. Nor has there been a showing that there is any other objective basis or need to significantly improve such benefits, such as evidence of conditions potentially harmful to firefighter safety, or an economic settlement considerably below the range of comparable settlements-- as a quid pro quo for more paid time off.

Other considerations also support the foregoing conclusion. In this regard, for example, the Union's proposal constitutes a significant change in the structure of paid time off benefits and the procedures that have been utilized in the Department in scheduling paid time off to date, without indicating, in an objective fashion, why such drastic changes are needed, and without indicating that such changes would or should have been the natural outcome of the collective bargaining process.

Still another reason for rejecting the Union's proposal, or a variant thereof, is the fact that the economic and practical staffing consequences of such changes are, at best, speculative, and, in this

regard, the record does not support a relatively certain conclusion that serious staffing and/or economic consequences/problems might not flow from implementing such significant changes. In this regard, absent a showing that there is a dramatic need for such significant changes, which is not evident in this record, the interest arbitration process is not well designed to effectuate such significant changes, particularly where, as here, the consequences of such changes are anything but clear.

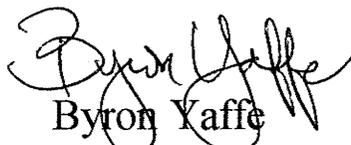
For all of the above reasons, the merits of the Union's proposal in this proceeding do not warrant an award adopting it. Although the undersigned has been given the discretion by the parties to modify the Union's proposal, objective support for improvement in paid time off benefits for the Village's firefighters simply is not present in this record to support such an award, based upon comparability or other objective considerations. Absent such supportive evidence, the undersigned will, in this award, direct that the status quo be retained for the duration of the parties' Agreement.

For all of the foregoing reasons the undersigned hereby renders the following:

AWARD

The status quo position on the issue in dispute proposed by the Village shall be incorporated into the parties' Agreement.

Dated this 18th day of October, 2001 at Chicago, IL 60640


Byron Yaffe
Arbitrator