

In the Matter of the Interest Arbitration Between

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The City of Bloomington :  
-- and -- :  
IAFF Local 49 : AWARD AND  
OPINION

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Before Matthew W. Finkin, Arbitrator.

This matter was heard in Bloomington, Illinois, on November 21, 2002. The City was represented by Todd Greenburg, Esq., Corporation Counsel. The Union was represented by David Shanks. Both parties were ably represented. The parties were given the fullest opportunity to adduce testimonial and documentary evidence. The record was kept open for correction for fourteen days from receipt of the transcript of record. The matter is now ripe for disposition.

*The Issue*

This proceeding was conducted pursuant to 5 ILCS § 315/1-315/27; more particularly, under the interest arbitration provision of § 315/14, by which the arbitrator is directed to accept one or the other party's last offer of settlement by reference to the statutory criteria set out in that section.

Before setting these out, several stipulations of the parties were entered on the record. These are:

The matter is appropriately before the arbitrator, all statutory requirements have been met.

The single issue before the arbitrator is wages for the remaining year of agreement.

The award will be retroactive to May 1, 2002.

The parties have exchanged final offers. No post-hearing modifications of final offers are to be allowed.

The parties have waived submission of post hearing briefs.

### ***Final Offers***

The City's final offer is:

3.0% increase applied to base wages for all classifications except that:

Probationary Firefighters will receive a 12.63% increase; and, 1st Year Firefighters will receive a 4.5% increase.

The Union's final offer is:

3.6725% increase applied uniformly across the wage schedule.

### ***The Applicable Criteria and Agreed-Upon Comparables***

Illinois law sets out eight criteria that govern the disposition of interest arbitrations. The parties have stipulated that of these criteria, those that are most relevant here are subsections (4) and (5) of § 14(h). *I.e.*

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours and conditions of employment of other employees performing similar services and with other

employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly know as the cost of living.

The parties have also agreed upon a set of comparable communities, although they differ on the weight to be given some of them given certain demographic differences which are laid out in detail on the record. They are:

Champaign

Danville

Decatur

Galesburg

Normal

Pekin

Peoria

Springfield

Urbana

### ***The Basic Data***

The basic data for comparative purposes, both vis-a-vis the two final offers and with the criteria mandated by § 14(h) are set out below.

#### 1. Consumer Price Index

TABLE 1

Change in Consumer Price Index

By the City's Submission, the increase in CPI is:

Annual 2000		3.44%
Annual 2001		2.50%
Half	2002	0.87%

By the Union's Submission, it is:

Annual 2000		3.32%
Annual 2001		3.69%
Partial	2002	0.80%

The City's submission is based on BLS figures for urban wage earners and clerical workers in the Chicago (IL)-Gary (IN)-Kenosha (WI) statistical area. The Union's submission is based on national CPI data.

2. Firefighters Vis-a-Vis Other Bloomington Bargaining Units

TABLE 2

Wage Increase for City of Bloomington Bargaining Units

	(2001)	(2002)
AFSCME Local 699 (Public Service/Parks & Recreation)	N/A	3.0%
AFSCME Local 699 (Library Classification)	3.0%	5.5%*
(Other)	3.0%	3.5%
PBPA Unit 21 (Police Officers)	3.0%	2.5%**
PBPA Labor Committee (Sgts. & Lts.)	3.0%	under new contract negotiations
Machinists Lodge 1000 (Water Dept.)	N/A	3.0%
Laborers Local 362 (Support Staff)	3.0%	-----**
(Inspectors)	3.0%	-----**
(Parking Attendants)	3.0%	-----**

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\* The library is a special situation, the circumstances of which were explored on the record and need not be dwelt upon in this award.

\*\* Subject to mid-contract wage re-opening negotiations.

3. Entry (Probationary) Wage Comparisons

TABLE 3

Comparison of Probationary Firefighters' Base Wage

<u>Comparable</u>	<u>Year 2001</u>	<u>Year 2002</u>
Champaign	37,548	39,050
Danville	32,922	34,238
Decatur	35,499	36,919
Galesburg	31,967	33,086
Normal	33,379	34,548
Pekin	25,197	-----
Peoria	34,480	35,606
Springfield	32,629	33,731
Urbana	36,203	37,470
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AVERAGE	33,314	35,591
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Bloomington	32,778	-----

In 2001, Bloomington paid its entry level firefighters 1.6% below the average for comparable communities. The Union's last offer, of a 3.6725% increase would result in the entry level being paid \$33,981 which is 4.52% *below* the average. The City's offer, of a 12.63% increase would produce a base wage of \$36,918 which is 3.73% *above* the average.

4. First Year Wage Comparisons

TABLE 4

Comparison of Base Wage of the First Year Firefighters

<u>Comparable</u>	<u>Year 2001</u>	<u>Year 2002</u>
Champaign	\$45,227	\$47,036
Danville	\$37,037	\$38,518
Decatur	\$37,991	\$39,511
Galesburg	\$33,565	\$34,749
Normal	\$34,770	\$35,987
Pekin	\$27,575	-----
Peoria	\$36,212	\$37,480
Springfield	\$37,290	\$38,550
Urbana	\$37,902	\$39,228
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AVERAGE	36,397	38,882
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Bloomington	37,808	-----

In 2001, Bloomington paid its first year firefighters 3.88% above the average for comparables. The Union’s last offer would reduce this group to a rate of pay that is 0.81% above average. The City’s would also reduce the department’s current advantage, but only by half, to a rate of pay at 1.61% above the average. In dollar amounts, the Bloomington firefighters completing probationary service would, under the Union’s offer, be paid \$39,196, and under the City’s, \$39,509 – a difference of \$313.

5. Salary Increase Comparison All Firefighters

TABLE 5  
Salary Increase for All Firefighters  
(2000-2002)

	<u>2000</u>	<u>2001</u>	<u>2002</u>
Champaign	3.65%	4.00%	4.00%
Danville	4.00%	4.00%	4.00%
Decatur	2.00%	4.00%	4.00%
Galesburg	3.50%	3.50%	3.50%
Normal	3.50%	3.50%	3.50%
Pekin	3.00%	3.50%	-----
Peoria	3.00%	4.04%	3.50%
Springfield	3.50%	3.50%	3.38%
Urbana	3.50%	8.00%	3.50%
AVERAGE	3.29%	4.23%	3.6725%
Bloomington	3.00%	3.00%	-----

6. Comparative Consequences of Alternative Offers for the Continuing Complement of

Firefighters

TABLE 6  
Standing of Bloomington Vis-a-Vis Comparables

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
2nd Year	2 of 10	3 of 10	3 of 10	City 3 of 9 Union 3 of 9
3rd Year	1 of 10	2 of 10	2 of 10	City 2 of 9 Union 2 of 9
5th Year	2 of 10	2 of 10	2 of 10	City 2 of 9 Union 2 of 9
10th Year	2 of 10	2 of 10	3 of 10	City 4 of 9 Union 3 of 9
15th Year	2 of 10	2 of 10	3 of 10	City 3 of 9 Union 2 of 9
20th Year	1 of 10	1 of 10	1 of 10	City 1 of 9 Union 1 of 9

With the exception of the maximum salary for a captain, by which the City’s offer would place Bloomington 5th of 7, and the Union 4th of 7, there is no differential impact in standing vis-a-vis the comparables for the salaries to be paid engineers, lieutenants and captains’ starting pay.

*Arguments of the Parties*

1. The City

The City argues to three aspects of its final offer: First, the City has identified the salary of entry level firefighters as having fallen significantly behind that of comparable communities. In proposing to rectify that situation, the City stresses the need to address this as affecting the City’s ability to compete for new staff. Second, the City stresses intra-City parity as an especially weighty

factor. *I.e.*, it points to its efforts, largely successful, to have all the unions it bargains with to accept the same percentage increase of 3.0%. Finally, the City argues that its proposed increase is in keeping with the CPI figures it has adduced and generally retains the current standing of the department vis-a-vis the comparable communities in terms of relative standing in the senior ranks.

## 2. The Union

The Union contests the argument to competitive disadvantage at the entry level by pointing out, without challenge, that the City has encountered no difficulty in its ability to recruit high quality applicants. Second, it rejects the argument to parity of treatment vis-a-vis other Bloomington bargaining units by reference to a body of arbitral awards that place more importance on comparison with other comparable employees – here, firefighters – in comparable communities. In a nutshell, it argues that a firefighter cannot be compared to a parking attendant. Finally, the Union relies upon a broader set of CPI data; and, it argues to the need, in terms of its traditional standing vis-a-vis comparable communities, to remain competitive in the senior ranks.

### *Analysis*

Sometimes an interest arbitration requires the arbitrator to decide, as between two unreasonable demands, which, in effect, is the less unreasonable. This case is quite the reverse. Both final offers are reasonable and are bolstered by supporting data and argument. Indeed, the partes are very close: The actual difference between them is less than twenty-thousand dollars, or 0.48% (0.0048) of payroll. On close examination, I conclude that the Union's final offer better comports with the statutory criteria than does the City's. Though the difference between the parties is truly marginal, in terms of 5 ILCS § 315/14, it is at the margin that counts.

The Union's offer would retain the department's traditional standing for those of longer

service and it would do so by giving all employees the average increase of all comparable fire departments. The City would redistribute some of that money to the compensation of entry level and first year firefighters. In the latter category, both positions would maintain Bloomington's comparative advantage with respect to the average of all comparables; but the Union only marginally. *I.e.* it's offer would place the Department closer to the average of all comparable departments. The major difference is in the former category, *i.e.* at the entry level. Here, the Union's across-the-board approach would produce a wage level about 4.5% below the average; the City's targeted increase would produce a wage level of 3.7% above the average. In other words, the City would advantage the entry level noticeably above the norm in order to attract well qualified applicants; the Union would place the entry level noticeably below the norm in order to distribute those funds, however modest, to those with greater longevity of service. But the predicate for the City's target, the need to be competitive, is belied by the fact that the City has experienced no difficulty in competing for highly qualified entry-level firefighters. Moreover, as the City recognized in its closing argument, one economic feature that a prospective applicant would want to consider is the potential for salary growth along the career path. Again, although the dollar amounts are marginal, the Union's offer better comports with that longer-term consideration.

I do not find the difference in the parties' CPI figures to be weighty. The City's figures are more geographically targeted, but include generic clerical workers who are well outside the comparative orbit. The Union uses national data. The differences between them are not compelling.

By far the more important difference between the parties, and the area of sharpest disagreement, is in the role of wage increase data for firefighters in comparable communities compared to the City's heavy reliance on parity of treatment for other City employees. The

Arbitrator does not discount the City's desire to treat all bargained-for employees alike, whether they be parking attendants or firefighters. But the statute requires the comparison be with other employees "performing similar services" as well as with "other employees generally." The City's desire for parity does not permit the Arbitrator to ignore obvious differences. The Union's offer retains more of the City's traditional ranking vis-a-vis comparable communities and gives promise of better compensation over time to entry-level firefighters; and it does so merely by giving the Bloomington workforce the average increase of all comparable fire departments.

***AWARD***

The Union's final offer is adopted. By stipulation of the parties, this award is effective as of May 1, 2002.

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Matthew W. Finkin  
Arbitrator

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Date