

ILLINOIS STATE LABOR RELATIONS BOARD
INTEREST ARBITRATION

In the Matter of the Arbitration

Before

between

HARVEY A. NATHAN,
Sole Arbitrator

CITY OF MOLINE. IL.

AND

ISLRB No. S-MA-03-095

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 581

Hearing Held:

July 18, August 5, 6, 2003

Final Offers Exchanged:

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Briefs Exchanged:

October 23, 2003

For the Employer:

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For the Union:

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Attorneys

O P I N I O N A N D A W A R D

I. INTRODUCTION

This is an interest arbitration proceeding held pursuant to Section 14 of the Illinois Public Labor Relations Act (5 ILL 315/14), hereinafter referred to as the "Act," and the Rules and Regulations of the Illinois State Labor Relations Board ("Board"). The parties are City of Moline, IL ("Employer" or "City") and International Association of Fire Fighters, Local 581 ("Union").

The City of Moline is located in northwestern Illinois, in Rock Island County, and is one of the "Quad Cities." Moline's population is about 43,700.¹ It is about 165 miles west of Chicago and about the same distance north northwest of Springfield.² The Fire Department consists of four stations staffed by 66 shift personnel working 24 hours on followed by 48 hours off. They work 27 day cycles and are scheduled for 2,864 hours on duty a year. The Union has had a long bargaining relationship with the City and represents employees holding the ranks of Firefighter/Paramedic, Fire Engineer, Lieutenant and Captain. This is the first time that the parties have gone to impasse

¹ The County's population is approximately 150,000. The population of Scott County, in which Davenport and Bettendorf (the 5th "Quad City") are located, is about 157,000.

² On a line going southeast from Moline, Peoria (and Pe kin) is about 90 to 100 miles away, Bloomington 135 miles and Champaign 180. Danville is an additional 40 miles east. The St. Louis metro area is about 230 miles south.

arbitration pursuant to the Act. The preceding collective bargaining agreement (“Agreement”) was effective from April 1, 2001 to December 31, 2002.

Prior to impasse the parties agreed to certain changes in the Agreement, including a number of language changes in the articles covering the grievance procedure, lateral transfer, hours of work, wages, uniform allowance, health benefits, sick leave, holidays and the term of agreement. This new language and all the other language not at issue in this interest arbitration case shall be incorporated in the new Agreement effective January 1, 2003 and expiring December 31, 2005.

At the outset of these proceedings the parties agreed to certain “Ground Rules and Stipulations” addressing procedural aspects of this case. They may be summarized as follows:

1. The undersigned shall be the sole arbitrator.
2. The hearing shall be conducted pursuant to the Board’s Rules , the 15 day requirement for the commencement of the hearing is waived, as is the requirement for a written award within 30 days.
3. The hearing is not subject to the Illinois Open Meetings Act, and the hearing is not open to the public.
4. Wage increases shall be retroactive to the start of the first pay period after January 1, 2003.
5. The economic and non-economic issues to be decided by the arbitrator are as follows:

Economic
General Wage Increase
Wage Scale (Condrey)
Acting Pay

Hours of Work (Kelly Days)
Sick Leave Buy Back
Jump System

Non-Economic
Sick Leave Usage
Vacation Usage
Residency

Continuation of Paramedic License
Grievance Procedure

II. STATUTORY REQUIREMENTS

Section 14(h) of the Act provides that the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

"(1) The lawful authority of the employer.

"(2) Stipulations of the parties.

"(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

"(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the 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 known as the cost of living,

"(6) 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, and the continuity and stability of employment and all other benefits received.

"(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"(8) 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."

III. COMPARABILITY

The parties have proposed different comparability groups. They agree on the municipalities of Normal (pop. 45,400), Belleville (41,400), Rock Island (39,700), DeKalb (39,000) and Urbana (36,400), but the City also proposes Quincy (40,400), Danville (33,900), Pekin (33,900) and Galesburg (33,700).

The Union proposes Champaign (67,500), Bloomington (64,800) and Granite City (33,700). The City's list is based solely on population. The Union's group takes a variety of factors into consideration, including revenue and department size. The Employer objects to the Union's list because it contains two cities much larger than Moline and one which is immediately adjacent to St. Louis. The Union objects to the Employer's list because it is based on size alone.

The arbitrator recognizes that no two employing entities have the same characteristics. Each is unique and each has its own strengths and special features. Arbitration awards are not the result of some automatic application of a comparability formula. Rather, the arbitrator will gauge the merits of each proposal based upon all of the statutory factors relevant to the issue. However, it should be understood that the relative merits of proposals can be measured in relation to the collective wisdom of similar parties in demographically and geographically similar communities. The marketplace of collectively bargained terms and conditions of employment is a powerful tool

for demonstrating the appropriateness of one proposal over another.

Arbitrators apply different standards in assessing the appropriateness of proposed comparability groups. As I stated in *Bloomington Fire Protection District*, S-MA-92-231 at pg 12: “the better view is to find those features which form a financial and geographic core from which the neutral can conclude that terms and conditions of employment in the group having these similar core features represent a measure of the marketplace.” Generally speaking, geographic proximity (local labor market), size and financial similarities are the key features.³

³ See, *Met. Vernon and IL FOP Labor Council*, S-MA-94-215, p. 10 (Arb. Steven Briggs).

An analysis of the proposed lists shows that all are among the larger Illinois municipalities. They are of two types: those that are part of a metropolitan area (e.g. Moline as part of the Quad Cities), and those that are “stand alone” cities, such as Quincy or Danville. These geographic settings can be even more significant than just size. Thus, the market place for Moline is not just the city limits, but Rock Island County as a whole and at least the eastern portion of Scott County. It is unrealistic to assess the features of Moline without taking into consideration the influences of the greater metropolitan area. For these reasons, the finding here is that Champaign must be included as part of the Champaign/Urbana metro area and that Bloomington must be considered as part of the Bloomington/Normal metro area. Pekin, on the Employer’s list, is appropriate because it is part of the Peoria metro area (although Peoria itself is too large and has too many other characteristics to be used as a yardstick for Moline). Quincy and Galesburg are appropriate because their size and geographic location (northwest Illinois) put them in the same general area of the state. Danville is more troublesome because it is unique in its proximity to Indiana and its distance from Illinois metro areas. Vermilion County, in which Danville is located, is essentially rural, but so is Adams County (Quincy). Additionally, Danville has a substantially smaller EAV than does Moline and its median home value is well below average. However, its fire department, both in actual staff and per capita is strong. The finding is to include Danville as a partial offset to the size of Champaign and

Bloomington. However, Granite City must be rejected. It is too close to St. Louis, too far from Moline and too small for the purposes of this case. Its tax revenues, tax base and size are among the smallest of the proposed municipalities, although its fire department is relatively large.⁴

The comparability group thus is composed of the following:

Champaign	67,518
Bloomington	64,808
Normal	45,386
Belleville	41,410
Quincy	40,366
Rock Island	39,684
DeKalb	39,018
Urbana	36,385
Danville	33,904
Pekin	33,857
Galesburg	33,706
<u>Average</u>	<u>43,277</u>
Moline	43,768

IV. FINANCIAL DATA AND ABILITY TO PAY

At the outset it should be pointed out that a public employer's "ability to pay" in these impasse proceedings should not be an analysis of whether the systems used for obtaining revenues are being utilized to the maximum advantage. As Arbitrator Elliott Goldstein opined in *City of DeKalb and DeKalb*

⁴ Additionally, Danville is as far from Moline as is Granite City. While Belleville is also relatively close to St. Louis, it is a city agreed to by the parties and its size is immediately below that of Moline.

Professional Firefighters Association, Local 1235, IAFF (1988), it is not appropriate for an arbitration panel in these cases to make political judgments such as whether the employer can increase taxes or has other sources of revenue from which the amounts at issue can be paid. According to Goldstein "ability to pay" is little more than an examination of the desirability of "expending funds in a certain manner."

Because one set of proposals limits the choices an employer might make in expending money for other needs does not mean there is an inability to pay. There may be an understandable unwillingness by the Employer to pay for the demands of the Union because of the impact such increases would have on other departments and programs, but this is not an "inability to pay." Unless there is a fiscal impossibility of paying the demands, it cannot be said that a choice which impacts other government programs demonstrates that a public employer has an inability to pay.

On the other hand, the arbitrator cannot ignore evidence if an employer has a decreasing tax base, or that it has unusual expenditures or distinct features which burden its ability to obtain the revenues it needs to operate.

So, too, the arbitrator must look at trends such as whether fund balances have been increasing or decreasing, whether budgets accurately reflect the items described, and the impact the increased sums needed to fund the proposals will have on the employer's ability to meet other fiscal demands.

A disproportionate demand on limited resources may not be in the public

interest and this evidence must be considered along with the other statutory factors. A decision from an arbitrator must be based on an analysis of all of the factors stipulated in the Act.

As the parties are aware, the last two years (2002 and 2003) have not been good ones for public sector revenues. Moline, among many other communities in Illinois, has had to make difficult decisions in order to maintain the fiscal integrity of its operations.⁵ While the City expects to end the year 2003 in balance (the City's fiscal year coincides with the calendar year), it anticipates deficits for the next several years. While there will be a modest decrease in sales taxes and the replacement tax, the City's share of income tax revenue is expected to drop by more than 35%.⁶ Additionally, new fees on the discharge of waste water and increased fees on landfills have been implemented by the state.

The City has also been able to recover some costs within the fire department with the implementation of the "jump system" of staffing. The jump system provides that when the number of fire employees reporting for

⁵ As City Administrator Dale Imman testified, in order to deal with decreasing revenue sharing from the state, the City has cut 18 positions from its staff and reduced some services. Overall, its budget for 2003 was a modest increase of 1.8% over the prior year.

⁶ The City's per capita income tax share is the same as all other cities but its sales tax revenue far exceeds all other cities in the group except for Bloomington and Champaign. Moline is also in a better position financially (per capita) than neighboring Rock Island even though Rock Island gets substantial sums from its riverboat gambling.

duty falls below a certain level the department can take a rig out of service and assign employees who would be on that vehicle to the remaining equipment at that station, or to other stations. In this way the City avoids recalling employees on an overtime basis. In Moline the department has implemented a standard of 19 as the minimum number of fire employees on duty for all equipment to be staffed. If the number of employees at work falls to 18, an engine at station #2 will be removed from service and four employees will assigned to the truck at that station. If the number falls to 17, three employees will be assigned to the truck. If the number goes below 17, employees will be recalled for duty on an overtime basis. Previously, employees were recalled when the number of active employees on duty fell below 19.

From January 1 through June 30, 2003, the jump system was implemented on all or parts of 77% of the shifts. On 53% of the shifts during this period only three employees were staffed at station #2. In 2002 the City expended \$225,000 in actually paid regular overtime. For the first 6 months of 2003 that amount fell to below \$42,000. That represents an annualized decrease of 63% in overtime costs.

V. DISCUSSION OF THE ISSUES

A. Economic Issues

1. Wages

The wage issue is complicated by two factors. First, the City proposes a modification of the existing salary structure. It seeks not simply to increase wages by a certain percentage, but to also change the way in which the increases are to be applied. The City fashions its proposal as a modified merit system with an elimination of fixed steps and longevity increases so that a salary schedule would contain only a starting rate and a top rate. In actuality, as explained at the hearing and as modified in its final offer, the City's proposal retains substantially what the employees already have, albeit in a new suit of clothes.

The second complication is that the Union proposes that the change in wage structure is a separate issue from the general wage increase proposals. The City argues against such separation and notes that its general wage proposal is based upon the expectation of the change in the system. The new salary plan has built-in wage augmentations which must be viewed as part of the wage package as a whole. Generally speaking, the City is correct. Dividing wage increases into separate parts tends to dilute the importance of final offer arbitration. The parties are expected to propose a package that covers all aspects of basic wages for all employees for all years. To divide the wage issue into parts is a kind of Balkanization which allows the parties to avoid the hard decisions in planning an overall package. It also diminishes the need for hard bargaining and mutual accommodations.

In this particular case, the proposed changes in structure are part of an

overall wage package. The across-the-board percentage increases proposed by the Employer cannot be appreciated without understanding the context in which they are given. It is this context which defines the Employer's overall wage package. Additionally, the issue has become muddled because the new structure has a name which comes from the private contractor who performed a city-wide analysis. The study, done by Condrey & Associates, was intended to coordinate and systematize classifications throughout City government. The scope of the study and the many changes made among classifications in several bargaining units implies a radical departure from the old system which had no name and was a conventional step/ longevity structure found in most fire departments in Illinois. In actuality, as stated above, and notwithstanding the name the Employer attaches to its proposal (Condrey Plan), the City submits a salary structure with many similarities to the existing system although the benchmark rates are different.

The arbitrator is not passing judgment on the Condrey Plan *per se* but, rather, is assessing the City's two year wage proposal against the appropriate statutory standards. The salary structure proposed by the City is for two years. The rates and standards can be altered or eliminated as the parties see fit in the future.

The current system is as follows. The City has set a starting rate for probationary employees. After the completion of the probationary period, usually one year, employees have annual reviews and if their evaluations are

positive they move up steps until they reach the 9th step. At the 9th, 14th, 19th and 24th anniversary dates employees receive automatic longevity increases.⁷

Otherwise, employees receive wage increases only when there is a general wage increase in accordance with the Agreement. In the prior Agreement the parties negotiated two general wage increases. The first, effective April 1, 2001, was for 3.5% across-the-board. The second, effective January 1, 2002, was for 3.25%. This means that each employee wherever he stood on the wage schedule received wage increases according to those percentages. The wage schedule as contained in the expired Agreement and against which the increases at issue in this case are to be applied, was as follows:

Fire/Para	Engineer	Lieut	Captain	Step 1	\$28,924	45,709	47,915	50,122
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⁷ Step increases are not automatic. The language of the Agreement is as follows:

The wage of each employee shall be reviewed annually by the department head for the purpose of determining which employees shall receive step increases. All the personnel records, tardiness, performance and length of service shall be considered in making recommendations, with major emphasis being placed on the evaluation of service rendered. *** All employees with a satisfactory rating are entitled to an increase of one step in step pay plan. Unsatisfactory ratings shall prevent or delay, in the designation of the department head, any increase in step. *** Denial of step increase will be subject to appeal through the grievance procedure. ***

	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	\$41,144	\$42,055	\$42,968	\$43,888	\$44,792	\$45,703	\$46,614	\$47,526
	46,623	47,534	48,447	49,357	50,258	51,179	52,092	53,003
	48,828	49,739	50,651	51,562	52,473	53,385	54,298	55,208
	51,035	51,946	52,857	53,769	54,681	55,579	56,502	57,414
	Long 1	Long 2	Long 3	Long 4				
Fire/Para	\$48,311	\$49,287	\$50,455	\$51,813				
Engineer	53,788	54,765	55,932	57,290				
Lieut	55,933	56,969	58,136	59,495				
Captain	58,199	59,176	60,343	61,702				

The Union's proposal is to increase each step by 4.00% effective January 1, 2003, and 4.00% effective January 1, 2004. Longevity steps are to be increased by set amounts which are somewhat less than 4%.⁸

The Employer's proposal does the following:

⁸ The actual language of the proposal for the first year is:

"On the first full payroll period beginning on or after January 1, 2003, the base rates shall be as shown on page 1 of Exhibit C. The set rates include a four percent (4%) across the board general wage (GWI) increase for all steps of each classification added to the rates that were in effect December 31, 2002."

1. It substantially increases the probationary rate, Step 1, for firefighter/paramedics, but decreases the starting rates for engineers, lieutenants and captains.⁹ It sets a maximum rate for each classification which is greater than the current top rate for an employee with four longevity steps (an employee at the 24th step).

2. Schedule C which formerly referred to 9 regular and 4 longevity steps, as shown above, would contain only the minimum and maximum rates for each of the 4 classifications.

3. The proposal provides a 2.75% increase for the new rate schedule effective the first pay period after January 1, 2003 (*i.e.* January 12, 2003) and a 2.5% increase for all classifications effective January 11, 2004.

4. Employees promoted would receive either the minimum rate for the higher classification or a 5% increase over their present pay, whichever is greater. The date of promotion would be the employee's new anniversary date.

⁹ It reclassifies the numbering system for the four classifications and aligns them with classifications in other bargaining units which have the same degree of skill, etc. For example, firefighter/paramedics are classified in the same grade as police patrol officers. Fire lieutenants are in the same grade as police sergeants, etc.

5. On their respective anniversary dates each employee who received a successful evaluation would receive a 2.25% wage increase, not to exceed the maximum rate for the classification. However, current employees receive such increases automatically on their 9th, 14th, 19th and 24th anniversary dates of employment with the City. The language of the evaluation procedure is identical to that for step increases under the expired Agreement. Once employees reach the top of their pay range they are eligible for a 1.5% cash bonus in lieu of the 2.25% wage increase.¹⁰

6. Current permanent employees shall be assigned a wage rate equal to their present rate plus the 2003 general wage increase. Probationary employees shall be placed at the new starting rate. While current employees

¹⁰ While not stated, the implication from the language is that the cash bonuses are not cumulative so that an employee would receive the same bonus every year unless there was a general wage increase in which case the 1.5% increase would be factored against that. In other words, the bonus does not become part of the basic wage rate for individual employees. The anniversary wage increase (2.75% in the first year) would be part of the employee's basic wage on which the employee would then receive the contractual increase for the second year of the contract.

would retain their current wage rates against which the 2.75% and 2.5% increases would be applied, the new schedule would be as follows:¹¹

Grade	Minimum	Maximum
Fire/Para	\$35,684	\$54,297
Engineer	\$39,341	\$59,862
Lieutenant	\$43,373	\$65,998
Captain	\$47,819	\$72,763

¹¹ The actual language and structure of the Employer's proposed schedule differ in style. As with the diagram of the old schedule, the pennies have been deleted for convenience purposes.

The City presented evidence that a realignment of wages is necessary because it is having trouble attracting new employees to the department. More immediately, the City has demonstrated that the rates for the higher ranks are not sufficiently greater than those for firefighters and engineers so that the City is having trouble getting employees to apply for promotions. The City also showed that wage structuring is not new. There had been a study conducted ten years ago. Additionally, the City's other major bargaining units, police (FOP) and AFSCME, have accepted the new system.¹²

The Union criticizes the City's proposal because no other organized fire department in Illinois has this system, because the City's proposal eliminates a mutually agreed to wage schedule, and because it shifts too much money to the conditional annual review. The Union acknowledges that compounded over the two year length of the Agreement the City's proposal yields a 10.71% increase while the Union's would be 10.87%. The net dollar difference in payroll costs between the two offers is \$5,088.16. The Union argues that the two proposals are so close that it is better to select the Union's proposal than to impose a new wage system on the employees. In other words, there is no real savings for the City in its proposal. That being so there is no justification

¹² A smaller unit of library employees are in the middle of a five year contract. Unrepresented employees have also been reassigned under the new system.

for making such a major change in the wage structure the parties have voluntarily agreed to over many years.

It can also be argued that with the costs of the two proposals being so close the City's concern about falling revenues is somewhat mooted. The \$5,088 difference between the two proposals will barely be noticeable in the budget. Likewise, the many charts and diagrams the parties presented regarding comparability are of no great consequence because the net effect is not going to be that different whichever proposal is selected.

However, what remains is that the Union's 4% + 4% proposal is higher than in the comparable cities and seems to be out of line with past bargaining for this unit. While there were few settled contracts for 2004 at the time of this hearing, past settlements among the comparables do not reflect 4% as a normal rate increase. If the other cities were not settling for 4% in 2001 and 2002 when economic times were better, it is unlikely that they will be settling for that rate now. Additionally, the CPI is increasing at a rate lower than either of the proposals.

The across-the-board 4% + 4% also does not address the overlapping of wage levels among the different ranks. Only a change in the structure allowing for more growth among the higher ranks can affect this. Indeed, the City's proposal would seem to offer an opportunity for employees to increase lifetime earnings and attain top salaries not reasonably foreseeable under the old system.

The arbitrator does not select lightly a final offer which imposes a new wage structure on one of the parties. Issues such as these are best addressed at the bargaining table. However, in this case the Employer has presented a real need to adjust the wage structure, the Union has refused to consider the changes although the new system has been accepted by the City's other two large bargaining units, and the Union's 4% + 4% final offer is not a viable alternative. Of additional, but critical, importance, is that despite the formalities for current employees the City's wage proposal is not going to change much of anything. They will get the same automatic longevity increases at the 9th, 14th, 19th and 24th anniversary dates. The step increases will be administered under language identical to that in the old Agreement.

Denials of step increases are appealable through the grievance procedure, and because the language is the same there will be no contractual basis for the City to alter the administration of the evaluation system which generates the step increases. More significantly, the step increases are available for as long as employees remain under the maximum amount for the classification. As the evidence demonstrates, for most employees this will generate periodic increases not available under the old system. Indeed, the fact that the net yield of the two proposals is almost identical even though the City's offer would grant contract raises of 2.75% and 2.5% (against the Union's 4+4), shows that employees will be getting greater step increases than presently available.

Accordingly, the arbitrator finds that the City's proposal for wages is the most appropriate pursuant to the statutory standards

2. Kelly Days

Kelly Days are scheduled days off at periodic intervals which affect an employee's normal FLSA work cycle. It is a feature designed to reduce the number of hours worked in a regular cycle and thereby avoid FLSA overtime which would normally occur in many municipal fire fighter schedules, including that of Moline. Because staffing requirements remain the same, the effect of Kelly Days is to require an employer to either hire more employees or call back the existing employees on an overtime basis. Because the number of days worked within a regular cycle is reduced, the hourly rate increases and overtime caused by the Kelly Days is that much more expensive.

Kelly Days are about money more than they are about hours of work. Employees usually will not work less hours because staffing needs remain constant. Rather they will be paid more money for the hours worked within a cycle because more of those hours will be on an overtime basis. From an employer's point of view, common sense requires that overtime should be minimized because it is the same work but at a 50% premium. On the other hand, as the rhythm of a schedule become embedded, employees view overtime as part of their regular pay and look at it as simply another feature of their wages. However, unless the employer reduces the amount of equipment in use or decreases the number of employees assigned to the

equipment, it is difficult to avoid some overtime. Thus, overtime becomes part of the general wage package which employees rely upon.

In Moline the City has been able to materially affect overtime by the initiation of the jump system. This system provides flexibility in staffing because it temporarily removes a piece of equipment from service and allows existing fire employees to "jump" to other equipment as needed. The temporary elimination of a piece of equipment thus becomes the alternative to overtime. Fewer employees are needed at any one time. With the decrease in actual fire suppression calls and the increase in emergency medical calls (requiring less staff per call) the jump system allows a department to economize without making permanent reductions in staff or equipment. From the Union's point of view, however, this could mean an overall reduction in overtime and less take-home pay for the membership.

Historically, the Moline employees have not had Kelly Days built into their schedules. This changed in the last Agreement when two Kelly Days were added to the calendar when other bargaining units negotiated two additional paid holidays. In effect, the two Kelly Days were viewed as paid days off (*i.e.* holidays) but because the fire department never shuts down staffing needs remained the same and the two "holidays," now called Kelly Days, simply increased the City's cost of doing business.

During these negotiations leading up to this case, and through the hearing in this case, the Union proposed and argued for an additional 4.75

Kelly Days, the effect of which would have ballooned the City's overtime costs. In its final offer, however, the Union reduced its proposal to an additional two Kelly Days. Additionally, the Union proposes the elimination of certain restrictive language which was included in the old Agreement to lessen the effects of the Kelly Days on the City. The Union's actual proposal is to grant each shift employee one Kelly Day every 30th shift. This would reduce annual hours from 2864 to 2816, or 55.07 hours per workweek. The City opposes this proposal as unnecessary, costly, and not supported by the comparables.

Kelly Days are a feature of an overall work schedule. A particular community might not have Kelly Days but its hourly work year might be low enough so that overtime is generated without Kelly Days. Or a particular city might decide it wants a larger department, *i.e.* more employees, and therefore its need for overtime call backs is less. Alternatively, a city might have a large vacation allowance which operates the same as Kelly Days. For example, Gale sburg, w ith no K e lly Days, has 258 ave rage vacation days (ve ry high am ong the com p arable s) so th at the actual num be r of hours w orke d is low . The emp loyee s in th is city do not nee d K e lly Days to augm e nt ove rtime .

An examination of the comparables in this case shows as follows:¹³

¹³ Belle ville has not be e n conside re d be cause emp loyee s w ork a 42 hour w e e k. The num be rs we re take n from the partie s' exhibits. Some of the ir

City	Annual Sch Hrs	185	Hol & Per Hrs	Kelly Days
Bloomington	2713	204	24	Not provided
Champaign	2704	204	24	Not provided
Danville	2922	258	72	0
DeKalb	2713	183	120	Every 14 th shift
Galesburg	2922	176	48	0
Normal	2713	228	21	Every 14 th work day
Pekin	2756	236	48	Every 18 th day
Quincy	2768	243	48	Every 20 th shift
Rock Island	2912	210	56	0
Urbana	2912	177	0	0
Average	2803		46	--
Moline	2864		120	approx every 60 th shift

Aver Vac Hrs

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respective numbers differed but are close enough for the purposes of this chart.

This data indicates that while Moline fire employees have more than the average annual scheduled hours, and less average vacation time, this is somewhat offset by the holiday/ personal hours and by the two existing Kelly Days. On balance, however, the following conclusions support the awarding of the Union's proposal:

1. In time the City will realize savings from the new salary system and with the expanded paramedic license requirements awarded to the City.

2. There will be some savings in reduced FLSA overtime with additional Kelly Days.

3. The employees have lost a significant amount of overtime pay as a result of the jump system. While the jump system may be an efficient use of resources, the bottom line for employees' take-home pay cannot be ignored.

4. The arbitrator is rejecting the Union's proposed limitations on the jump system which assures that it may be used effectively to reduce overtime.

5. The Kelly Days are supported by the comparable scheduled considered as a whole, and in light of the City's relative economic strength compared to the other cities under review.

6. The restrictive language for the scheduling of Kelly Days in the expired Agreement has been a source of confusion for the parties. Its presence in a new Agreement will continue to be a source of conflict for the parties. Selecting the Union's proposal cleans up troublesome language.

C. Jump System

The operation of the jump system has already been discussed. The issue here is the Union's proposal to limit the administration of the system. The Union's proposal is as follows:

Jump System. In the event of any implementation of a jump system operated by the City of Moline, as more specifically set forth in directive number M-02-021, the following staffing shall be adhered to:

Shift manning of 18 - 4 bargaining unit members to include at least: 1 Company Officer, 1 Engineer and Firefighter/Paramedic.

Shift manning of 17 - 3 bargaining unit members to include at least: 1 Company Officer, 1 Engineer and 1 Firefighter/Paramedic.

During such periods of time, as the City administers the jump system, the City:

- (a) will not require an employee to move up more than 1 rank from their present classification;
- (b) no employee will be required to be assigned or perform the duties of two positions simultaneously;
- (c) this provision shall be effective upon the issuance of this Interest Arbitration Award.

As now administered assignments during a "jump" situation are not based on rank. Employees may be assigned to either a higher or lower rated job for the duration of the jump assignment. The Union is concerned that employees might not be qualified for their assignments during the a jump situation. It points out that in the past mistakes were made by temporarily upgraded firefighters who were then disciplined for the errors. The Union sees this as a safety issue. The City responds that no employee is assigned to do

a task for which he is unqualified. That two employees were disciplined for errors had nothing to do with the jump system. The City also argues that it has initiated an augmented training program.

The Union also is concerned that with the additional flexibility in making assignments employees will find themselves in a situation where they might be called upon to perform the duties of two classifications simultaneously, such as the operation of an engine (Engineer) and the administration of medical care (Paramedic). The Union has not produced evidence that such a situation occurred which put anyone at risk. The City argues that this is a red herring, that performing multiple tasks is a matter of common sense.

The parties agree that the initiation of the jump system is a matter of management rights. While there is no evidence that this system is used by other comparable fire departments it is also true that no other departments have restrictions on their ability to make assignments in the manner proposed by the Union. Only a few cities have any contractual staffing requirements at all.

The Union's proposal must be rejected because it is not supported by the statutory standards. Significantly, the Union's proposal would nullify the overtime reductions inherent in the jump system. Limiting the classifications when a jump is in effect would require the City to call in employees rather than use those available. The benefits of reduced overtime would be decreased. The Union's proposal is simply a means to nullify the jump system

and that is not a sufficient basis for the proposal to be accepted.

D. Acting Pay

The expired Agreement provides that employees assigned to a higher classification for three full consecutive workdays be paid an additional 2½% retroactive to the first day. When an employee has accumulated 10 such days in a higher classification in a calendar year the 2½% thereafter would be applied to each full day in a higher classification. The Union proposes the following:

When an employee is assigned to a higher rank/classification that employee shall receive 2.5% of his base wage on an hour for hour basis in addition to his normal wages.

The Union argues that if an employee is performing the duties of a higher rated job he should be paid for his work. The Union points out that an employee who errs in the performance of the higher rated work faces the same discipline as he would had he been regularly classified for that job. Thus, the Union reasons, if the employee has the risks he should likewise have the rewards of the higher rated work.

The Union argues that this proposal is important in light of the imposed jump system. Under that plan employees will more frequently be assigned to higher rated work because of the "make do" concept behind the system. According to the Union, the jump system blurs classifications, if not defeat them altogether. To maintain the integrity of the skills and experience of

higher rated officers, employees should be paid according to the work that they perform, and not simply on the basis of their official classification.

The Union also argues that retaining the integrity of the negotiated classifications is not a costly proposal. The Union argues that the City's own exhibit shows that for the first half of 2003 the City paid \$1,791 for 156 incidents of working out of class. Had the Union's proposed language been in effect 317 incidents would have been paid at an additional cost of \$7,544.

The City disagrees with the Union's analysis. It argues that the current formula is a new benefit established in the old Agreement. When the parties negotiated that new language they agreed and understood that employees would not truly be performing the duties of the higher grade from the inception of the assignment. They compromised and came up with a formula for payment at a higher rate after a qualification period. The City argues that nothing has occurred which justifies upsetting that freely negotiated language.

The City also argues that the Union's proposal would give employees a more generous benefit than that enjoyed in comparable cities. Internally, the City points out, neither the police (FOP) nor the library units have provisions for working out of class pay, and the AFSCME unit has a five day qualification period for this benefit. The City also argues that if the Union's language had been in place in 2003 it would have increased costs for this benefit by 97%.

The City further argues that the Union's concern about job descriptions is unwarranted. All job descriptions provide that employees might be required

to perform "duties as assigned." Finally, the City argues that the language of the Union's proposal would effectuate the new language retroactive to January 1, 2003. The City argues that this would be impossible because it only tracks the extra duties when an employee has qualified either under the three day rule or the 10 day rule. It would be impossible to reconstruct all occasions when an employee acted in another classification for as little as an hour.

In the context of overall costs, this is not an expensive item. As the City's own exhibits show, applying the higher rate without the necessity of waiting three days would cost several thousand dollars a year but this is substantially less than some of the other proposals. Nor are the external comparables as unfavorable to the Union's position as the City argues. At least seven have a better than Moline.

An examination of the data reveals the following:

Belleville	After 14 consecutive days	Hour for hour-rate of rank
Bloomington	Immediate	Hour for hour-rate of rank
Champaign	Immediate	Hour for hour-rate of rank
Danville	No Provision	
DeKalb	After 8 hours	Hour for hour at lowest step
Galesburg	After 24 hours	Rate of increased rank
Normal	After 12 hours	1½ hrs pay for each 12 hrs
Pekin	No provision	
Quincy	After 24 hours	Rate of increased rank
Rock Island	After 4 days	Rate of increased rank
Urbana	Immediate	Rate of increased rank
Moline	After 3 consecutive days	2.5% retro to first day
	After 10 days	2.5%

Thus, while the Union's proposal would put this benefit among the

highest, the current benefit is among the lowest. While it is true that the present provision was negotiated only two years ago, at that time the jump system was not in effect. The implementation of the jump system exposes the employees to more frequent up grades.

Nor is the City's argument about the language of "perform other duties" convincing. If the City's reasoning were correct there would be no need for different classifications at all. Everyone would do any kind of work and wages would be based on one scale. The parties have negotiated ranks because they agree on a distinction of duties.

However, the fatal flaw in the Union's proposal is its total retroactivity. The Union offered no evidence of any bookkeeping of hours expended since the expiration of the old Agreement. It is one thing to calculate the costs of acting up when measuring the daily costs without a waiting period. It is another to try to determine every temporary assignment retrospectively. Rather than saddle the parties with a fountain of conflict, the better answer is to refer this to the parties to negotiate a reasonable change when they bargain the next contract.

E. Sick Leave Buy-Back

The expired Agreement provides that retiring employees can convert their accumulated sick leave into City of Moline retiree health benefit savings accounts at the rate of 25% if they have less than 25 years of service and 50% with 25 years of service or more. The Union proposes increasing the formula

so that a retiree with 20 years of service can convert accrued sick leave in a Post-Retirement Health Plan at the 50% rate.

The Union argues that this is a cost neutral proposal because the liability is already being carried by the City. The new formula simply accelerates the 50% cash out period from 25 to 20 years. The Union argues that the retirement rate for the fire department is very low and therefore the City's actual exposure during the life of the Agreement is very low. It is one thing to say that accounting principles require the City to carry the liability on its books. The actual risk of many employees retiring within the life of the Agreement is quite another thing. On the other hand, the Union argues, the new formula might encourage employees to retire a little earlier because it is not necessary to wait 25 years to be eligible for this benefit. The retirement of senior employees will reduce the City's payroll because they will be replaced by employees who come in at an entry level.¹⁴

¹⁴ In other words, while senior officers might be replaced by other senior officers in retaining the total complement, the Union argues, the City will be hiring employees at the entry level.

The Employer argues that an improvement of this benefit is unnecessary and not supported by the practices in the comparable cities. According to the Employer, while other cities permit sick leave buyouts, they do so for cash, which is quite different from Moline's provision which has neutral tax consequences. The City further argues that a change in the qualification period would impact the budget inasmuch as the City must show its liability exposure even if it is unlikely that all eligible employees would actually retire.¹⁵

Within the City, the police and fire units have the same sick leave buy-back benefits. The other units have a slightly different plan, although it generally follows the same concepts. The plans in the comparable cities are generally cash pay outs upon retirement at rates below 50%. While each plan is different it does not appear that any are measurably more favorable than

¹⁵ As stated in the City's brief, "Currently the cost to convert accumulated sick leave for employees with 25 years of service or more is \$116,087.08, while the cost for employees with less than 25 years is \$28,727.60. That is a total of \$144,814.68. Under the Union proposal the cost to convert accumulated sick leave for employees with 20 years of service or more would be \$173,542.20, or 20% higher than under the current labor agreement."

Moline's.¹⁶

While the arbitrator agrees that carefully crafted early retirement incentives can be beneficial to a municipality's overall payroll, there is no evidence that the Union's proposal would have an effect on any employee who would not otherwise be retiring. While undoubtedly the Union's argument is hard to prove, the arbitrator cannot support a proposal based upon speculation in the absence of a showing of need. While the 50% buy-back after 20 years would be a nice thing to have, there is no justification for it under the statutory standards.

B. Non-Economic Issues

1. Residency

Article XII A. of the old Agreement provided that "residency as required by C.24 of the *Moline Code of Ordinances*, *** shall be considered continuing conditions of employment ***." Article XXXVIII D. of that Agreement provided that employees had to reside within a radius of twenty (20) miles of the City's emergency center located in downtown Moline, but that the City would not be required to call employees for emergency overtime who lived more than ten

¹⁶ Danville provides for annual bonuses for not using sick leave unrelated to retirement or other separation of employment.

miles from the emergency center.

The City proposes to amend the language of Article XII A. by adding the following language:

Employees hired after the effective date of the arbitration's (sic) decision in interest arbitration case number S-MA-03-095 shall live within ten miles of the city's emergency center located in Moline and within the State of Illinois (exact effective date to be placed in final contract).

The Union proposes to retain the old language but to add that employees "hire (sic) after the issuance of the arbitration award" reside "20 miles within Illinois."

Although the parties originally disagreed as whether to restrict new employees from living in Iowa, the only substantive difference in their final proposals is whether new employees, who shall live in Illinois, must live within 10 or 20 miles of the emergency center.¹⁷ In effect, the Union's

¹⁷ The City argues that the Union's proposal does not limit the distance to a radius from the emergency center and therefore might be interpreted as allowing the radius to be gauged from the City limits. While it is true that this Union proposal, unlike all other Union proposals, does not contain exact language, it is

proposal is to maintain the status quo subject to the jointly agreed restriction that new employees reside in Illinois.

Most of the City's arguments regarding the need for a tighter residency restriction refer to the risk of delay caused by automobile congestion crossing the Mississippi River. The City has not shown any necessity for limiting the distance from 20 to 10 miles within Illinois. There is no evidence that the City's operations have been prejudiced in any way by employees who live between 10 and 20 miles from the emergency center. The City articulates the special requirements of its fire department brought about by the airport and by the Rock Island Arsenal. But it has not shown that these special needs are being jeopardized by employees who live between 10 and 20 miles from the emergency center. Indeed, were such a showing made, it would not be lessened by a restriction applying only to new employees.

The City points out that the FOP and AFSCME units have accepted the 10 mile limitation, and unrepresented employees are also bound by this requirement. Nonetheless, the City is seeking a major change on a sensitive

dear from the explanation that it wishes to retain all the existing language, which would include the reference to the emergency center, except that new employees must also live in Illinois. Additionally, flaws in exact language are not fatal in non-economic proposals because of the arbitrator's discretion in imposing his own language.

issue. Without a clear showing of need this is grist for the bargaining table not an arbitrator's pen.

Because this is a non-economic issue the arbitrator has some flexibility with the language. The City proposes changing the language of Article XII A., and the Union does not indicate where to make the change. The arbitrator finds that Article XII A., which does not refer to a specific restriction, remain as written and that Article XXXVIII D. Be amended to read as follows:

D. Residency The bargaining unit personnel shall live within a radius of twenty (20) miles from the city's emergency center located in Moline, except that bargaining unit personnel hired after January 1, 2004, shall also reside within the State of Illinois. The City shall not be required to call in employees for emergency overtime who reside more than ten (10) miles from the emergency center.

2. Paramedic Licence

Article XII B. of the old Agreement provides that as a condition of employment firefighters hired after June 30, 1978 must have a paramedic license by the end of their probationary period.¹⁸ The language then reads:

Paramedic license shall be required for as long as the employee holds the rank of firefighter or until the

¹⁸ The same paragraph provides that paramedic license pay is \$57.00 per pay period and "shall be considered compensation for all purposes under this agreement including pension."

employee is given the regular assignment of firefighter/engineer or promoted or if relieved of this requirement in writing by the Fire Chief.

The City proposes (and the Union opposes) adding the following:

“... except that employees hired after the effective date of the arbitrator’s decision in interest arbitration case number S-MA-03-095 (exact effective date to be placed in final contract) shall be required to hold a paramedic license during the time that they are a firefighter and for three years after they are given the regular assignment of firefighter/engineer or promoted. Employees required to maintain paramedic licenses shall receive paramedic license pay under Article XX B.”

The Employer argues that it needs this change because of the high demand for paramedic services. For the period of January 1, 2003 to June 1, 2003 (5 months), there were 1,620 calls to which fire employees had to respond. Of these, 1,203 required rescue or emergency medical services. The Employer argues that because of the length of the probationary period it sometimes faces a shortage of qualified paramedics to staff advance life support companies or on ambulances. When it has a shortage of paramedics, such as when three paramedics are scheduled off for the same shift, the City has to resort to overtime call backs.

The Union argues that there is no evidence that emergency medical calls were ever unanswered because of a shortage of paramedics. The Union points out that it usually takes firefighter/paramedics about 10 years to become engineers. It is not as if firefighter/paramedics are a transient stage. It is the

basic fire position. Thus, the Union asserts, there is no need for this change.

The Union is incorrect in its assertion that there is no need for an increased presence of paramedics. When more than 75% of responses are for emergency services, mostly emergency medical services, and only a small fraction for fire suppression, it is obvious that paramedic certification is becoming an essential requirement for a job in the fire department. In this particular case, the issue is not that calls are going unanswered but that increasing paramedic needs is resulting in more overtime. With the award of two additional Kelly Days, restrictions on the availability of paramedics will be greater. The City will need more employees qualified as paramedics. Finally, the Employer has proposed that the three year license retention requirement is only applicable to "employees hired after the effective date [of this] decision." Thus, the new language will not affect those employees who currently hold the rank of firefighter/paramedic.¹⁹

¹⁹ This is contrary to the testimony of Deputy Chief Ike Seiderstrom who stated that the requirement would apply to present employees holding the rank of firefighter/paramedic. (See transcript at p. 545, lines 20-23.) While the need may appear to be immediate, the City's proposal is clearly for prospective application.

3. Sick Leave Usage

Present employees under this language are not required to retain their licenses after they leave the firefighter/paramedic classification. Additionally, the arbitrator calls the parties' attention to the fourth sentence of Article XX B which limits paramedic pay to only those employees in that rank. While there will be no conflict during the life of this Agreement, in the future employees covered by the three year license retention requirement will have other ranks.

The old Agreement provides, in Article XXIV D., that employees absent for three or more consecutive workdays must produce a doctor's certification in order to return to work.²⁰ The City proposes reducing the absence period from three days to 48 consecutive work hours or more. In other words, an employee absent for two consecutive shifts would have to produce medical certification upon return to work. The Union proposes reducing the three days to more than 48 hours. It also makes the certification discretionary with the Chief. The Union's proposal reads:

When an employee is absent for more than forty-eight (48) consecutive work hours on account of sickness or injury, the employee shall, upon request by the Fire Chief, be required to furnish proof of sickness or injury

The Employer argues that under the old language if an illness began two days before an employee's shift the employee might be absent for eleven calendar days before being required to bring in medical certification because

²⁰ The actual language is:

D. Proof Required for Sick Leave Usage. When an employee is absent for three (3) or more consecutive normal workdays on account of sickness or injury, the employee will be required to furnish proof of sickness or injury by submitting, upon return to work, a doctor's certificate, which certificate shall set forth that the employee has been under a physician's care from a specified date for a specified condition and a statement that the employee is released from medical treatment and/or is capable of returning to work at the first possible date. In the case of sickness or injury to a dependent ***

employees work only one day of every three. Being off for three days before coming back to work covers a calendar period of eleven days. The Employer argues that the employees in the fire department have a higher rate of absence than employees in other departments. While it is true that employee work 24 hour shifts, it also true that their chances of being sick on a week day are less than other employees because they work only one in three days.

The City also argues that the Union's proposal is unworkable because in giving the Chief discretion an employee never knows whether he will need to see a doctor not. If the employee learns that he will need a doctor's note after he returns to work, and has not previously seen a doctor, it will be impossible for the employee to comply with the requirement that he has been under a doctor's care for the length of his absence.

The Union argues that there is no need for a change at all because there is no proof of an abuse of sick leave. Merely because employees in this unit have a higher rate of absence does not mean they are abusing sick leave. The City has offered no evidence that any fire employee was ever unnecessarily absent.

There is no question that the City has failed to show that shortening the period for requiring a doctor's certification will reduce absenteeism. It will increase doctor's visits and raise medical plan usage, but the City resorts to sheer speculation when it suggests that an employee required to bring in a note after two days of absence, rather than three days, will return to work

sooner.²¹ Indeed, the Employer has not shown that employees will be able to get a doctor's examination within such a short time span. This might encourage employees to be absent longer so that they can fulfill the medical certification requirement.

Essentially, the City is accusing its employees of being dishonest. Such serious accusations are not proven by requiring medical certification one shift earlier. Finally, among comparable cities, only Belleville and Danville have certification requirements as stringent as those proposed by the Employer. The Union's proposal of more than 48 hours is more in line with the comparables. However, the Union's proposal to make the doctor's notes a matter of the Chief's discretion is unworkable as the City has argued. Because this is a non-economic issue, the arbitrator has the authority to amend the

²¹ Fire Chief Gerald Page testified that he favored doctor's notes because he had a concern that employees might be returning to work before they were physically capable. This presents risks for other employees and the public, particularly those needing emergency medical services. The problem here is that the Chief did not have any evidence that employees were reporting to work incapable of doing the work or posing a risk to others. Such situations would warrant consideration of discipline. They are not going to be prevented by forms filled out by medical office personnel which may or not be at the doctor's actual signature.

proposed language. The new Agreement should read as follows:

D. Proof Required for Sick Leave Use. When an employee is absent for more than forty-eight (48) consecutive work hours on account of illness or injury, the employee shall be required to furnish proof of sickness or injury by submitting, upon return to work, a doctor's certificate *** [continue with old language].

4. Vacation Leave

The parties agree that the language of the vacation scheduling provision should be changed. Basically, the Employer wants to limit vacation schedules to a minimum of 12 hour spans. The Union seeks vacation periods of four hours or more. The parties agree that the practice has been to allow employees a minimum of one hour vacations. The Union claims that there was no limit on the number of one hour requests which could be made in a single day. It suggests that the City's proposed language, allowing only one 12 hour vacation per day, would be a marked change in practice. The City argues that short periods of vacation in the middle of a workday has disrupted training schedules. The proposals may be diagrammed as follows:

Old Language

D. Vacation Scheduling. Vacation leave shall be scheduled in accordance with past practice, except for purposes of this paragraph, needs of service shall be construed to not allow more than three (3) employees of the fire department off per shift and to not allow interruption of major training programs, for example, paramedic training.

1. "Same day vacation request" is defined as any vacation and /or compensatory time requested after 12 noon on the third day immediately preceding the shift for which vacation is requested. These requests shall be made for the entire

24-hour shift or in one-hour increments.

2. For purposes of approving or denying "same day vacation requests," "same day sick leave" may occupy one (1) open slot.

Union Proposal

City Proposal

Vacation Scheduling. Vacation leave shall be scheduled in not less than four (4) hour increments and no more than once per day per employee, except for purposes of this paragraph, needs of service shall be construed to **now** (sic) allow more than three (3) employees of the fire department off per shift and to not allow interruption of major training programs, for example, paramedic training.

"Same day vacation request" is defined as any vacation and/or compensatory time requested after 12 noon on the third day immediately preceding the shift for which vacation is requested. These requests can be made for the entire 24-hour shift or in four-hour increments, not to exceed one per day per employee.

For purposes of approving or denying "same day vacation requests," "same day sick leave" may occupy one (1) open slot.

Vacation Scheduling. Vacation leave shall be scheduled in not less than twelve (12) hour increments. ***

Same as Union proposal except word "now" is "not"

*** Same as Union

These requests can be made for the entire 24-hour shift or in twelve-hour increments, not to exceed one per day.

*** Same as Union

Although the parties agree that a change should be made, the Employer's proposal would be a major departure from the practice which has existed for some time. The Employer's proposal would effectively end short absences which employees now enjoy in order to fulfill personal obligations such as birthdays, graduations and the like which would not otherwise be a problem for employees working conventional eight hour shifts. The Union's proposal, changing the one hour to four hours, would keep the practice for all

intents and purposes.

The Employer argues that the coming and going of employees for short periods hampers efficient operations, particularly with regard to training. However, the City's evidence is vague. There is no record of when these disruptions occurred and whether the department was actually able to work around them. Nonetheless, there is no reason to doubt either party on the facts. There is a certain balancing of interests at stake here. The parties have to work this out themselves. Neither side has made a compelling case which would require the arbitrator to select its offer. However, the Union's proposal more closely tracks the status quo and would enable employees to take off short periods of time as they have in the past.

While it is true that the comparables favor the City's proposal this actually strengthens the Union's position on this issue. Inasmuch as the current practice of allowing short vacations is almost unique among the comparable cities, it is a benefit of extra value for employees and should not be discarded by an arbitrator without strong justification. Accordingly, the Union's language will be accepted (with the obvious typographical error corrected).

5. Grievance Procedure

The parties have negotiated small changes in the language of the

grievance procedure.²² They disagree only as to the time in which the Employer must submit an answer at the fourth step. The City has proposed a deadline of 45 days. The Union wants a 30 day limit.

There is some evidence that this problem originated through a drafting oversight in the last Agreement. Ron Miller, President of Local 581, testified that in the 1999 Agreement there was a 10 day limitation. When the language was changed for the 2001 Agreement, this 10 limitation was inadvertently left out. Miller also testified that there was a backlog of unanswered grievances which he believed would be alleviated with the 30 day limitation. Additionally, in the City's agreement with the FOP, the City Administrator has 15 days to respond to a grievance. The available evidence for the comparable municipalities also supports the Union's proposal.

The evidence supports the Union's proposal and its proposal on this issue is therefor selected.

A W A R D

1. The Employer's proposal for Wages (Condrey) is awarded.
2. The Union's proposal for Kelly Days is awarded.

²² At page 133 of the transcript the parties stipulated that they were in agreement on the language of the second and third steps.

3. The Employer's proposal for Jump System is awarded.
4. The Employer's proposal for Acting Pay is awarded.
5. The Employer's proposal for Sick Leave Buy-Back is awarded.
6. The Union's proposal for Residency, as modified, is awarded.
7. The Employer's proposal for Paramedic License is awarded.
8. The Union's proposal for Sick Leave Usage, as modified, is awarded.
9. The Union's proposal for Vacation Leave is awarded.
10. The Union's proposal for Grievance Procedure is awarded.
11. All tentative agreements shall be part of the Agreement.
12. This Award is effective January 1, 2004.

Respectfully submitted,

HARVEY A. NATHAN

January 1, 2004