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IN THE MATTER OF THE INTEREST ARBITRATION

BETWEEN

CITY OF MARION, ILLINOIS, A MUNICIPAL CORPORATION

-and-

THE MARION PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2977 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

ILLINOIS LABOR RELATIONS BOARD; CASE NO. S-MA-03-144

1. The Arbitrator, Aaron S. Wolff, was designated by the parties pursuant to their Agreement and the procedures of the Illinois Labor Relations Board.
2. A hearing was held on September 24, 2003 at the Comfort Inn in Marion, Illinois.

Appearances for the City were:

Ms. Patricia S. McMeen, Esq.

Ridgeway, McMeen & Bleyer,
Attorney

Appearances for the Union were:

Mr. Ronald McDonald

Southern District Vice President,
IAFF

3. There was a short transcript of the hearing at the outset of which the parties resumed negotiations and resolved all remaining issues.
4. Subject matter of award: Best Last Offer interest arbitration as to several economic issues concerning salary, longevity pay, sick leave and hospitalization costs.
5. Summary of Award: This Award is entered pursuant to the agreement of the parties.

CONSENSUAL INTEREST ARBITRATION AWARD

Background Facts

The parties to this proceeding are The City of Marion, Illinois, a Municipal Corporation [the "City"] and The Marion Professional Fire Fighters Association, Local 2977 of the International Association of Fire Fighters, AFL-CIO [the "Union"]. Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315 et seq., the Arbitrator was selected to determine any issues that remained unresolved for a new Collective Bargaining Agreement after the parties' prior contract expired on April 30, 2003.¹ The hearing was scheduled and commenced on September 24, 2003 at the Comfort Inn in Marion, Illinois. Prior to the hearing the parties had entered into the following Pre-Arbitration Agreement:

The City***and***[Union] agree that all Articles and/or sections that have been "temporarily agreed upon" in negotiations and mediation shall remain as agreed by the parties and shall not become issues in these interest arbitration proceedings. In addition, all Articles and Sections in the current labor agreement shall remain unchanged during the duration of the successor agreement currently being negotiated.

Articles or Sections for interest arbitration 2003:

1. Article V Section 5.1 (salary)
2. Article V Section 5.7 (longevity)
3. Article VI Section 6.3A (sick leave)
4. Article VI Section 6.3E (sick leave)
5. Article X Section 10.1 (hospitalization).

At the outset of the hearing, the City made some changes in its Last Offer dated September 24, 2003 whereupon the parties entered into further negotiations which resulted in agreement on all of the above items. They also agreed that their new collective bargaining agreement [the "Contract"] would be for three years, retroactive to May 1, 2003, and that the agreed upon terms should be

¹The parties waived a tri-partite Board of Arbitration, designating the undersigned as the sole Arbitrator.

reflected in an Award by the Arbitrator. In essence, the parties agreed as follows: [1] the Union accepted the City's Last Offer of a three percent [3%] wage increase for each year of the Contract; [2] the City accepted the Union's Last Offer as to sick leave; [3] the City withdrew its proposal to increase the employee's share of health insurance by two and one-half percent [2½ %]; and [4] the parties negotiated a new agreement as to longevity pay.

Based on the agreement of the parties, the Arbitrator awards as follows:

Consent Award

1. The Contract term shall be for three [3] years commencing May 1, 2003 and ending on April 30, 2006. Article XVI, Section 16.1 "Duration and Notice" is amended accordingly.
2. All "temporarily agreed upon" contract terms reached during pre-arbitration negotiations and mediation shall be incorporated in the Contract.
3. Appendix A, Section A.1, identified in Article V, Section 5.1 of the Contract, "Wages and Rates of Pay," is amended by adding the following: The hourly rate and base salary for Probationary Firefighter, Firefighter, Captain and Assistant Chief shall be increased each year by three percent [3%] effective on May 1, 2003, May 1, 2004 and May 1, 2005.
4. Appendix A, Section A.2, referred to in Article V, Section 5.7 of the Contract, "Longevity Pay," is amended to read as follows:

SECTION A.2 LONGEVITY PAY

Employee's covered by the terms of this agreement shall have their base annual salary as forth above, increased by the following schedule:

Effective May 1, 2003

5 years of service \$ 40.00 per month
6 years of service \$ 50.00 per month
7 years of service \$ 60.00 per month

8 years of service \$ 70.00 per month
9 years of service \$ 80.00 per month
10 years of service \$ 90.00 per month
11 years of service \$100.00 per month
12 years of service \$110.00 per month
13 years of service \$120.00 per month
14 years of service \$130.00 per month
15 years of service \$140.00 per month
16 years of service \$150.00 per month
17 years of service \$160.00 per month
18 years of service \$170.00 per month
19 years of service \$180.00 per month
20 years of service \$190.00 per month
21 years of service \$200.00 per month
22 years of service \$210.00 per month
23 years of service \$220.00 per month
24 years of service \$230.00 per month
25 years of service \$240.00 per month

5. Article VI, Section 6.3, "Sick and Injury Leave," is amended as follows:

Sub-paragraph A is amended to read as follows:

A. Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty sickness or disability shall not be charged to the accumulated sick leave of the employee. Employees shall accrue sick leave at the rate of (1) one duty day every (2) two months, not to exceed (50) fifty duty days.

A new sub-paragraph E is added as follows:

E. Sick Leave Buy Back Program-- Employees having (25) twenty-five accumulated sick leave shifts shall be allowed to sell back to the employer unused, accrued sick leave shifts for the calendar year. The employee that has reached the (50) fifty sick leave shift cap shall be allowed to sell back those sick leave shifts that would have been accruable over the (50) fifty sick leave shift cap during the calendar year. The pay shall be calculated at one-half of the employee's regular rate of pay.

The employee shall make written application to the Buy Back program to the City Treasurer's office by the 10th day of December of each calendar year. The employer shall make payment to the employee on the (1st) first pay of the following calendar year. The payment shall be made by separate check from the employee's regular paycheck.

6. All Articles and Sections of the prior 2000-2003 labor agreement shall remain unchanged and continue in effect during the term of the 2003-2006 Contract except to the extent that such provisions have been modified or amended by [a] this Consent Award or [b] were “temporarily agreed upon” during pre-arbitration negotiations and mediation.

7. The Arbitrator will retain jurisdiction for sixty (60) days to resolve any dispute, now unforeseen, as to what terms had been “temporarily agreed upon.”



Aaron S. Wolff, Arbitrator

Entered at Chicago, Illinois
this 13th day of October, 2003.

