ILLINOIS LABOR RELATIONS BOARD INTEREST ARBITRATION
Before
PETER R. MEYERS
Arbitrator

In the Matter of the Interest Arbitration between: **ALTON FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO. 1255,** Union, And **CITY OF ALTON,** Employer.	ILRB Case No. **S-MA-05-155**

DECISION AND AWARD

Appearances on behalf of the Union

Ronald S. McDonald—Assistant Southern District Vice President, IAFF
James McFarlane—Treasurer, Local 1255
Robert Franke—President, Local 1255
Rick Welle—Southern District Vice President, IAFF
Ron Scott—Vice President, Local 1255
Jeff Knipp—Secretary, Local 1255

Appearances on behalf of the Employer

Timothy E. Guare—Labor Counsel
Stephanie E. Jones—Labor Counsel
James Schrempf—Corporation Counselor
Timothy Spaulding—Fire Chief
David W. Miles—Personnel Director
Donald E. Sandidge—Mayor

This matter came to be heard before Arbitrator Peter R. Meyers on the 6th day of January 2005 at the Alton City Hall, 101 East 3rd Street, Alton, Illinois. Mr. Ronald S. McDonald presented on behalf of the Union, and Mr. Timothy E. Guare presented on behalf of the Employer.

Introduction

In October 2003, the City of Alton, Illinois (hereinafter "the City"), and the International Association of Firefighters, Local No. 1255 (hereinafter "the Union"), entered into collective bargaining negotiations over a new collective bargaining agreement to take the place of a contract scheduled to expire on March 31, 2004. The parties ultimately were able to resolve all issues but one, the question of whether there should be any change to the residency requirement.

Pursuant to the Illinois Labor Relations Act, 5 ILCS 315/1 *et seq.*, this matter was submitted for Compulsory Interest Arbitration and scheduled to be heard before Neutral Arbitrator Peter R. Meyers on January 6, 2005, in Alton, Illinois. The parties subsequently submitted written, post-hearing briefs, which were to be postmarked by February 21, 2005.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT
5 ILCS 315/1 et seq.

> **Section 2** It is the public policy of the State of Illinois to grant public employees full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating wages, hours and other conditions of employment or other mutual aid or protection.
>
> It is the purpose of this Act to regulate labor relations between the public employers and employees, including the designation of employee representatives, negotiation of wages, hours and other conditions of employment, and resolution of disputes arising under collective bargaining agreements.
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> It is the purpose of this Act to prescribe the legitimate rights of both public employees and public employers, to protect the public health and safety of the

citizens of Illinois, and to provide peaceful and orderly procedures for protection of the rights of all. To prevent labor strike and to protect the public health and safety of the citizens of Illinois, all collective bargaining disputes involving persons designated by the Board as performing essential services and those persons defined herein as security employees shall be submitted to impartial arbitrators, who shall be authorized to issue awards in order to resolve such disputes. It is the public policy of the State of Illinois that where the right of employees to strike is prohibited by law, it is necessary to afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes subject to approval procedures mandated by this Act. To that end, the provisions for such awards shall be liberally construed.

. . .

Section 8 The collective bargaining agreement negotiated between the employer and the exclusive bargaining representative shall contain a grievance resolution procedure which shall apply to all employees in the bargaining unit and shall provide for final and binding arbitration of disputes concerning the administration or interpretation of the agreement unless mutually agreed otherwise. Any agreement containing a final and binding arbitration provision shall also contain a provision prohibiting strikes for the duration of the agreement. The grievance and arbitration provision of any collective bargaining agreement shall be subject to the Illinois "Uniform Arbitration Act". The costs of such arbitration shall be borne equally by the employer and the employee organization.

. . .

Section 14(h) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, 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) Comparisons 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, 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 in private employment.

Impasse Issue Submitted for Arbitration

The non-economic issue of residency remains in dispute between the parties.

History and Statutory Factors

This Arbitrator has carefully reviewed the parties' final proposals as to the residency issue that remains unresolved between them, all of the evidence submitted into the record herein, and the parties' written, post-hearing briefs in support of their

respective positions. Before proceeding with this discussion of the details of the parties' dispute, it is important to note that the single issue submitted for arbitration here is non-economic in nature, within the meaning of Section 14(g) of the Act. This fact means that this Arbitrator may select either party's final offer as the resolution of the residency issue, or the Arbitrator may fashion an award that is different from the parties' final offers.

The City of Alton, Illinois, is located on the Mississippi River, northeast of St. Louis, Missouri, and is considered to be part of the St. Louis metropolitan area. The evidentiary record shows that the City's full-time regular employees either are civil service employees or mayoral appointees. The mayoral appointees fill certain supervisory and managerial positions, while most of the City's regular, full-time employees, including those in the City's Fire Department, are hired through the Civil Service system. Currently, there are sixty-three employees of the Fire Department who make up the bargaining unit represented by the Union. These employees follow a schedule calling for twenty-four-hour shifts, followed by forty-eight hours off; sixteen or seventeen firefighters are assigned to each shift.

The record further demonstrates that the City historically has required its employees to reside within the City's corporate limits. In fact, before 1972, only City residents could apply for employment with the City. In connection with litigation, however, the City entered into a consent decree in 1972 that required a revision of Section 6.03 of the City's Civil Service Rules to allow non-residents to apply for

employment in the City's Police and Fire Departments. Since 1972, Section 6.03, as amended, has specified that firefighter applicants need not be Alton residents at the time that they apply and go through testing procedures, but they must establish residence within the City's corporate limits within ninety days of certification to the given position.

Interestingly, the parties' different collective bargaining agreements over the years have not specifically addressed the issue of residency. Instead, the parties' contracts have contained language that documents the parties' agreement to "abide by the present rules of the Civil Service Commission of the City of Alton, Illinois, providing they do not conflict with the terms of the Agreement or employee rights under the Illinois Statutes." Moreover, the parties' collective bargaining agreement expressly states that the contract shall take precedence over both the City Code and any rules or regulations of the City's Civil Service Commission. The residency requirement actually appears in Section 6.03 of the City's Civil Service Rules, and firefighters have been required to abide by this requirement because nothing in their prior contracts has restricted the application of the residency requirement to the City's firefighters.

As of August 15, 1997, before the parties' 1999-2004 collective bargaining agreement was negotiated and implemented, the Illinois legislature amended Section 14 of the Act to remove residency requirements from the list of topics excluded from the scope of bargaining subjects that may be submitted to interest arbitration. During the parties' negotiations over their 1999-2004 contract, neither side proposed a relaxation of

the City's residency requirement. During contract reopeners in 2001 and 2002, the Union raised the issue of the residency requirement, but the City indicated that it was not willing to negotiate over this issue at the time because the City then was involved in an interest arbitration proceeding over the residency requirement with the union representing its police officers. Accordingly, the residency requirement dating back to 1972 remained unchanged and in place throughout the course of the parties' most recent collective bargaining agreement.

It also must be noted that in September 2003, Arbitrator Sinclair Kossoff issued his Decision and Award in the interest arbitration proceeding between the City and the Policemen's Benevolent and Protective Association, Unit 14, representing the City's police officers. Arbitrator Kossoff adopted the police union's proposal, with some modifications, to allow the City's police officers to live outside the City's corporate limits. Arbitrator Kossoff's analysis of the residency issue as it applies to the bargaining unit within the City's Police Department is of significant relevance to this dispute between the City and its firefighters, so Arbitrator Kossoff's findings and reasoning will be discussed in some detail throughout this analysis.

In December 2003, during the parties' negotiations over the contract at issue, the Union proposed the elimination of the residency requirement for the City's firefighters. The City rejected the proposal and insisted on maintaining the status quo on the issue of residency. The Union subsequently made a number of other proposals to modify the

residency in various ways, but the City rejected each of these proposals and continued to insist on maintaining the status quo. The City never offered a counter-proposal on the question of residency, but instead repeatedly argued for the maintenance of the status quo. Having reached an impasse, the residency issue was submitted to binding interest arbitration.

Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h) (hereinafter "the Act"), details the various criteria for evaluating final proposals in interest arbitration proceedings. Not all of the listed statutory factors, however, will apply to this matter with the same weight and relevance. As is clear from their presentations during the hearing and the arguments in their written briefs, both parties recognize the importance of internal comparisons as well as external comparisons with other communities. The identification of appropriate external comparable communities generally is one of the more important statutory factors in an interest arbitration proceeding. In this particular case, the parties have the advantage of being able to rely upon findings in prior interest arbitrations that have established a list of six communities that have been deemed comparable to the City of Alton, Illinois. In fact, during the evidentiary hearing in this matter, the parties stipulated that the comparable communities selected in a 1996 interest arbitration proceeding between these same two parties still were appropriate comparables and should be adopted here. The six communities adopted as external comparables in the 1996 interest arbitration were Belleville, Collinsville, East

St. Louis, Edwardsville, Granite City, and Wood River.

In reaching their stipulation to use the same external comparables here as were used in the 1996 interest arbitration, the parties did not refer back to any documentation that specifically listed the communities that were adopted as comparables during the 1996 interest arbitration proceeding, but instead named the communities from memory. Neither side specifically mentioned Wood River at the time, and the Union did not include any documentary evidence relating to Wood River and its relevant demographics within the Union's exhibits, but this apparently was an oversight. There is no question that Wood River was included among the comparables used in the 1996 interest arbitration, and the parties' current stipulation to use those same communities as comparables here does not provide any basis for excluding Wood River. Accordingly, the list of six comparable communities, including Wood River, that were used during the 1996 interest arbitration between these same two parties shall be adopted here, without change, as the externally comparable communities.

As for the other enumerated statutory factors in Section 14(h) of the Act, the City has pointed to the public's interest and welfare, in addition to external and internal comparisons. Both sides have focused considerable attention upon other factors, in accordance with the catch-all language of Section 14(h)(8), that relate more specifically to maintaining residence within the City of Alton, and the quality-of-life issues associated with residing in Alton. The public's interest and welfare, particularly in interest

arbitration proceedings that involve public safety personnel, always must be given due consideration. Moreover, the parties' arguments relating to the realities of residing in Alton also are critical to an understanding of the parties' respective positions and to the ultimate resolution of the instant dispute. These statutory factors, along with the appropriate internal and external comparisons, will guide the following analysis of the disputed residency requirement.

Decision

On the impasse issue of residency, the Union's final offer is as follows:

> New firefighters must establish residence in the City of Alton within ninety (90) days of hire. After five (5) years of service, bargaining unit members shall maintain an Illinois residence within the following boundaries (approximate 30-mile radius):
>
> Illinois border at J.B. Bridge on I-255, North along I-255 to Route 161 West to St. Clair County line. North along St. Clair County line to Madison County line. Madison County line to Macoupin County line. North along Macoupin County line to Route 108. West along Route 108 to Eldred Road. South on Eldred Road to Route 16. West on Route 16 to Hardin Bridge to an imaginary line due west to Illinois border.
>
> An employee electing to live outside the City limits shall allow for payroll deduction of $200.00 prorated over the year. The City shall provide an authorization form for such deduction.

On the impasse issue of residency, the City's final offer is to maintain the status quo, requiring all firefighters to establish residency in the City within ninety days of certification to the position, in accordance with Civil Service Rule 6.03.

The initial question that must be resolved here is what standard of proof should

apply in this matter. As the party proposing a change to the contractual language, the Union bears the burden of proof, but the City has raised an issue as to what standard is appropriate in this proceeding. Pointing to the fact that the residency requirement was incorporated in the parties' prior agreement, via a reference to the parties' agreement to abide by the present rules of the City's Civil Service Commission, the City contends that the residency requirement is part of the parties' negotiated status quo. The City maintains that in this proceeding, the Union is seeking a "breakthrough" expansion of the residency requirement without offering any justification or substantial and meaningful *quid pro quo*. Accordingly, the City argues, the Union must be held to a higher standard of proof, one that would require the Union to demonstrate a substantial and compelling argument to justify its proposal.

Although it certainly is true that the parties engaged in collective bargaining negotiations after Section 14 of the Act was amended to allow for collective bargaining on residency requirements, and that there was no change in the contractual language calling for adherence to the City's Civil Service Commission rules, which includes the residency requirement, in the parties' subsequent contract, I find that these facts alone are not enough to demonstrate that the residency requirement contained in the parties' most recent contract represents a negotiated status quo.

In fact, the overall evidence relating to the course of the parties' negotiations over the past few years, since Section 14 of the Act was amended, suggests that there was

never any true negotiated agreement over the residency requirement between these two parties. The evidentiary record demonstrates, for example, that the parties never discussed residency during the 1998-1999 negotiations leading up to their recently expired contract. The Union contends that it did not want to raise the issue so soon after the statute was amended, but rather wanted to wait until after the issuance of arbitral decisions decided under the amended statute. The fact that the City also did not raise the residency issue during the 1998-1999 negotiations indicates that it did not disagree with this approach. Moreover, the record establishes that although the Union raised the residency issue during the wage reopeners in 2001, the City maintained that no package relating to a relaxed residency requirement could gain the City Council's approval at that point. In addition, City Attorney James Schrempf confirmed that, with reference to the then-pending police arbitration proceeding over the City's residency requirement, he told the Union that if the City Council relaxed the residency requirement as to one bargaining unit, then the City Council most likely would do the same as to all bargaining units. The Union asserts that from this, it understood the City's position on the residency requirement during the 2001 wage reopeners was that if the police officers prevailed in their arbitration proceeding on the residency requirement, then there would be some relaxation of the residency requirement as to the City's firefighters. Finally, during the parties' collective bargaining negotiations over their new contract, beginning in November 2003, the City repeatedly refused to consider any of the Union's proposals for

relaxing the residency requirement, and it further refused to make any sort of counter-offer on the issue. The City's sole response to the Union's various proposals on the residency requirement was that it insisted on maintaining the "status quo."

This detailed evidence of the parties' actual bargaining history on the residency issue, since the amendment of Section 14 of the Act, demonstrates that there never has been a negotiated agreement between these two parties on the residency restriction. The language in the parties' 1999-2004 contract that specifies adherence to the Civil Service Commission rules was unchanged from what appeared in the parties' earlier agreements, all dating back before Section 14 of the Act was amended. As Arbitrator Kossoff found in the recent interest arbitration proceeding between the City of Alton and its police officers, this Arbitrator finds that there is no negotiated status quo between the parties on the residency requirement, so the Union is not required to meet a higher standard of proof in this matter. As stated above, there has never been any <u>negotiated</u> <u>language</u> regarding residency included in the parties' collective bargaining agreement. The numerous interest arbitration awards cited by the City, including those by Arbitrators Berman, Kossoff, and Benn, all relate to Arbitrators disturbing a term of employment "that the parties had agreed to in prior negotiations" or the Union seeking to "change the previously negotiated (employment condition)." As stated above, that is not the case here. Consequently, I find that the Union is required in this case to meet the ordinary standard of proof, a preponderance of the evidence, that is applicable to a party seeking a change in a

contractual provision.

As for the question of whether the Union has offered a "meaningful or valuable" *quid pro quo*, the Union's final offer includes a provision whereby a firefighter choosing to live outside the City's corporate limits would be subject to a $200.00 annual wage deduction to offset whatever financial loss would be experienced by the City. It must be noted that the negotiating history here bears another resemblance to the case that the City and its police officers presented to Arbitrator Kossoff. Arbitrator Kossoff emphasized that the City's refusal, in its negotiations with its police officers, to consider anything other than strict residency demonstrated that the City was not interested in a *quid pro quo* in its bargaining with the police officers. Arbitrator Kossoff reasoned that if the City wanted a *quid pro quo*, then it should have bargained with its police officers in a manner consistent with such a goal. The same reasonably may be said of the City's approach to the Union's various proposals on residency in this matter. The City did little more than repeatedly insist on maintaining the status quo with regard to residency, and it even informed the Union that the City Council would not approve any sort of package on residency, suggesting that the City would refuse to budge on the issue, no matter what *quid pro quo* the Union might offer. The only indication that the City gave to the Union about any possible movement on the residency issue was in the event that the police officers won their arbitration proceeding against the City. Essentially, the City let the Union know that it would not move on the residency issue unless it was forced to do so.

Under these circumstances, as in the case before Arbitrator Kossoff, the City is in no position to demand a *quid pro quo* now, in this interest arbitration proceeding, because of the manner in which it earlier negotiated with the Union on the issue of residency. The procedural posture of this matter differs from the one facing Arbitrator Kossoff, however, in one very important respect. The Union's final proposal here does include a *quid pro quo*, the proposed $200 annual salary deduction from firefighters who choose to live outside the City of Alton, which is designed to help cushion the City from any financial detriment associated with such things as lost property taxes. The Union's inclusion of a *quid pro quo* in its final proposal, despite the City's earlier refusal to engage in any meaningful bargaining on the issue, is a sufficient basis for determining that the Union is offering a "meaningful and valuable" *quid pro quo* in this case.

With these preliminary issues resolved, this analysis now turns to the application of the relevant statutory criteria to the parties' competing final proposals. As previously discussed the three criteria that specifically apply to this dispute are (1) the public's interest and welfare; (2) comparisons, both internal and external, between the residency requirement applying to the City firefighters and residency requirements applying to other, comparable employee groups; and (3) other factors that should be taken into consideration with regard to the disputed residency requirement.

The public's interest and welfare comes into play in this matter in several different ways. Obviously, the public is served if the City is able to attract and retain high quality

personnel in its Fire Department. Not only does a high rate of employee retention reduce the City's personnel and training costs, but experienced, quality firefighters certainly provide a greater level of protection and safety to the City's residents. The Union argues that the City's strict residency requirement makes it more difficult to attract and retain the highest quality personnel. Whatever logic may support this assertion, I find that the evidentiary record just does not contain sufficient competent, credible evidence to demonstrate that the residency requirement actually has created such problems for the City with regard to its Fire Department. The evidence instead shows that the City has been able to attract a sufficient number of quality applicants, and that there consistently are more qualified applicants than available positions within the Department. Moreover, the City's employment figures suggest that it has been able to retain its qualified firefighters. Of the thirty-three firefighters hired between October 17, 1994, and the date of the hearing in this matter, over ten years later, twenty-nine remain with the Department; three of the four who no longer are with the Department voluntarily resigned rather than be dismissed for failing to meet standards. This evidence shows that, with the current strict residency requirement in place, the Department nevertheless has been able to attract and retain qualified personnel within its Fire Department.

The above-described evidence stands in stark contrast to the evidence submitted in the police officers' interest arbitration proceeding before Arbitrator Kossoff. In that case, the evidentiary record demonstrated that the City was having significant difficulty in

attracting qualified police candidates; the evidence showed that a large number of new hires in the Police Department between April 1997 and January 2003 subsequently were discharged or resigned to avoid dismissal. Moreover, the record also contained evidence that a number of police officers had left the City's employment because of the residency requirement. I find that the lack of similar evidence relating to the recruitment and retention of qualified firefighters in the instant case favors the City's position here.

The City also has argued that the residency requirement for firefighters additionally serves the public's welfare and interest by making quicker response times possible if an emergency situation requires calling out off-duty firefighters. It certainly is true that an off-duty firefighter will be able to respond more quickly if he or she has a shorter distance to travel. A residency requirement may help to reduce response time in such situations, but it will not necessarily guarantee that off-duty firefighters will be able to respond more quickly. An off-duty firefighter, for example, obviously need not remain at home or within the City's limits, and requiring firefighters to reside within the City will not mean that off-duty firefighters always will be within the City's limits in the event that an emergency requires the City to call them in for duty. The City's strict residency requirement may offer some benefit to the public in the form of shorter reporting times in case of emergency, but not so much a benefit as the City suggests.

Working toward shorter response times in emergency call-out situations nevertheless is an important goal, even if, as the Union has argued, such call-out

situations occur only rarely in the City of Alton. There can be no serious argument that a Fire Department must be prepared to respond to emergencies of all kinds, whether they can be anticipated or not, at every hour of every day. The fact that only a few such situations have arisen in the past is no guarantee for the future. To whatever extent a strict residency requirement promotes shorter response times for off-duty firefighters called out in emergency situations, such a requirement does, in fact, serve the public's interest and welfare.

The City also has urged that its residency requirement serves the public's interest and welfare in terms of the City's finances. The City argues that if its firefighters are allowed to reside outside of the City's limits, then it would suffer a loss in property tax and commercial revenues. It is difficult to quantify what, if any, economic impact necessarily would result from relaxing the City's residency requirement. If a firefighter does move outside of the City, then it is reasonable to assume that someone else would purchase and live in that firefighter's vacated home. This would virtually eliminate any negative impact on the City's finances with regard to property tax revenue. If a firefighter were to maintain his or her residence outside of the City, then there may be some decrease in the amount of money that the firefighter would spend within the City, but the record does not allow for a detailed calculation of the actual impact on the City's finances.

In light of all of these considerations, I find that the public's interest and welfare is

served, to some degree, by the maintenance of the City's current strict residency requirement. The first of the applicable statutory criteria therefore favors the City's position in this matter.

The second of the applicable statutory criteria calls for a comparison of the residency requirement that applies to the firefighters with what applies to both internally and externally comparable groups of employees. The internal comparison is fairly straight-forward. In the wake of Arbitrator Kossoff's decision in favor of the police officers' proposal to relax the City's strict residency requirement, the City's police officers are the only employees of the City of Alton subject to the Civil Service Commission's rules who are not required to reside within the City's corporate limits. Although the newly relaxed residency requirement for the City's police officers may be viewed as the beginning of a trend toward relaxed residency requirements for all of the City's employees, I find that there is not yet enough evidence of such a trend for this to support the Union's efforts to relax the residency requirement for the City's firefighters. Despite the comments of the City's attorney that if the police win the residency language then the other employees will get that same benefit, it has not yet happened. At this moment, and under these circumstances, I must hold that the internal comparison within the City of Alton still favors the City's position.

With regard to the external comparison, it is necessary to review what, if any, residency requirements apply to firefighters working for the six comparable communities.

Of the six communities accepted here as appropriate comparables, four (Belleville, East St. Louis, Granite City, and Wood River) require their firefighters to reside within city limits. A fifth comparable community, Collinsville, requires its firefighters to live within city limits during the first five years of their employment, and thereafter within the boundaries of the firefighters' service district. The sixth and final comparable community, Edwardsville, requires its firefighters to live within its city limits or, if a firefighter does choose to live outside Edwardsville, then within four miles of any City fire station.

I find that the external comparisons clearly favor the City's position in this dispute. It appears that none of the comparable communities has as flexible a residency requirement as what the Union seeks here, even with the suggested $200.00 payroll deduction for living outside the City's limits as a *quid pro quo*. I hold that this statutory factor regarding the external comparability therefore favors the City's position in this dispute over the City's residency requirement.

The final applicable statutory criteria, other factors that should be considered in connection with the residency requirement, principally involves evidence relating to quality-of-life issues. The Union presented statistical evidence relating to crime rates in Alton and in surrounding communities, as well as the Illinois District Report Card for the Alton schools and schools in surrounding communities. With regard to crime and school achievement, this evidence shows that Alton does not compare favorably with

surrounding communities; the data entered into the record shows that crime is higher and school achievement is lower in Alton than in neighboring communities. The Union presented further evidence relating to the availability of appropriate housing within the City's corporate limits, contending that firefighters have a difficult time finding quality, affordable housing within the City. A close analysis of the statistics, however, does not place Alton in such an unfavorable light as to make it clear that Alton is a bad place to live and raise one's family. Moreover, the City introduced evidence in response to the Union's evidence with respect to the housing market, which tended to rebut some of the Union's contentions.

The overall impact of this evidence also must be contrasted with the evidence presented to Arbitrator Kossoff in the police officers' proceeding. In that case, the police union submitted evidence highlighting the police officers' safety concerns associated with being required to maintain their residences within the City. Because police officers are charged with fighting crime, they often can become targets for local criminals; this particular problem actually may be exacerbated by a strict residency requirement for police officers because it makes it easier for criminals to learn where officers and their families live. No such concerns confront the City's firefighters. I find that the issues raised by the Union with regard to quality of life in Alton simply do not rise to the level of importance reached by the safety issues faced by the City's police officers required to reside within the City's corporate limits.

Although these other factors may arguably favor slightly the Union's position in this case, the gravity of these quality-of-life issues is not sufficient to overcome the fact that two out of the three relevant statutory criteria clearly favor the City's position. Crime rates and school quality absolutely are important to this analysis of a strict residency requirement, but the fact that other communities may offer slightly lower rates of crime, as well as slightly better results on various measures of school achievement, is not enough to tip the balance, in this particular case and under the current circumstances, in favor of changing the parties' collective bargaining agreement so as to relax the City's strict residency requirement for its firefighters. I find that the totality of the evidence in this case leaves no doubt that the Union has not met its burden of proof in this case. The Union has failed to demonstrate, by a preponderance of the evidence, that its final proposal on the residency requirement should be accepted at this time and incorporated into the parties' collective bargaining agreement through this vehicle of an interest arbitration. I agree with the quoted language of Arbitrator Nathan, who stated:

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

95-44 at p. 18-19 (Kohn, 1995).

I also agree with the language of Arbitrator Kossoff in the *Village of Bartlett* when he stated:

> "Most arbitrators are of the opinion that contract changes of a fundamental nature . . . should be left to the parties themselves in free collective bargaining." *Village of Bartlett* (Kossoff, 1990).

In accordance with the evidence and in light of all the considerations discussed above, this Arbitrator finds that the City's proposal of no change or additional language to be added to the collective bargaining agreement on the issue of residency is more appropriate and shall be adopted. The parties' collective bargaining agreement therefore shall remain unchanged with regard to the City's residency requirement for firefighters.

Conclusion

The City of Alton's position that there shall be no change in the residency requirement in the parties' collective bargaining agreement prevails.

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PETER R. MEYERS
Impartial Arbitrator

Dated this 5th day of April 2005
at Chicago, Illinois.