

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

CITY OF MARKHAM

and

**MARKHAM PROFESSIONAL
FIREFIGHTERS ASSOCIATION, LOCAL
3209, IAFF**

CASE NOS.: S-MA-06-266
Arb. Ref. 06.227
(Interest Arbitration)

ORDER

This matter came to be heard under the terms of Section 14(h) of the Illinois Public Labor Relations Act ("Act"). Upon the evidence and arguments presented, it is hereby ordered that with respect to the City of Markham ("City") and the Markham Professional Firefighters Association, Local 3209, IAFF ("Union"):

1. The parties' collective bargaining agreement ("Agreement") shall commence May 1, 2006 and expire April 30, 2010.

2. Wage Increases shall be as follows (see attached Appendix B):

Effective May 1, 2006:	3.5%
Effective May 1, 2007:	3.5%
Effective May 1, 2008:	3.75%
Effective May 1, 2009:	4.0%

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3. The wage increases shall be retroactive to May 1, 2006 for all employees who were in the bargaining unit as of that date. All payments due under this award shall be paid 60 days from the date of Arbitrator Sinclair Kossoff's award concerning calculation of wages due under the prior Agreement. If not paid by that date, the Union shall have the ability to return to the undersigned to request that interest be paid on retroactive wages due.

4. Employee contributions for insurance premiums shall be as follows:

Effective May 1, 2006:	No change from prior Agreement.
Effective May 1, 2007:	No change from prior Agreement.
Effective May 1, 2008:	No change from prior Agreement.
Effective May 1, 2009:	22.5% on all coverages, except 17.5% on family coverage.

For any future interest arbitration, the above insurance increases made effective May 1, 2009 shall not be considered as the *status quo*. The *status quo* shall be that in effect May 1, 2008.

5. The City will maintain an IRC Section 125 Plan whereby employees pay for their share of health insurance premiums with pre-tax dollars.

6. The parties agree to settle disputes over discipline given to employees who exceeded sick leave usage under the City's rules and regulations but did not exceed those permitted under the terms of the Agreement. The employees shall be made whole for such discipline and the discipline shall be removed from their records. The Union is directed to withdraw that portion of the currently pending unfair labor practice charge covering such discipline.

7. Article XII of the Agreement shall be amended to read as follows:

12.3 Insurance Committee

An advisory Insurance Committee shall be formed consisting of six (6) members. Three members shall be appointed by the City. The other three members shall be appointed by the Firefighter bargaining unit, unless a member from the Police and/or Public Works bargaining unit determines to participate on the committee, at which time the Firefighter bargaining unit will relinquish one member per bargaining unit.

The Insurance Committee shall meet no later than August 1, 2006 and at least quarterly thereafter, unless it is mutually agreed by both sides to cancel the quarterly meeting. The Insurance Committee shall investigate, explore and discuss alternative arrangements for hospital, medical, dental and optical health insurance. The City shall make all relevant information available and this committee will be empowered to research available insurance plans comparing their costs and benefits. Recommendations shall be made to the City Council and to the principal officer of each Union who has representation on the Committee.

8. Previous tentative agreements entered into by the City and the Union for the Agreement shall be incorporated into this Agreement.

9. The undersigned shall retain jurisdiction for any disputes which may arise under this award.



Edwin H. Benn
Arbitrator

Dated: June 29, 2006

APPENDIX "B" WAGES

Effective May 1, 2006, the employee^s covered by this Agreement base annual salary shall be paid in accordance with the following schedules:

May 1, 2006 May 1, 2007 May 1, 2008 May 1, 2009

Firefighter	3.5%	3.5%	3.75%	4%
Step 1	\$35,628.25	\$36,875.24	\$38,258.06	\$39,788.38
Step 2	\$37,723.39	\$39,043.71	\$40,507.85	\$42,128.16
Step 3	\$39,820.35	\$41,214.06	\$42,759.59	\$44,469.98
Step 4	\$41,915.50	\$43,382.55	\$45,009.39	\$46,809.77

Engineer				
Engineer	\$44,430.43	\$45,985.50	\$47,709.95	\$49,618.35

Lieutenant				
Lieutenant	\$47,364.52	\$49,022.28	\$50,860.61	\$52,895.04

Engineer salary shall be 6% over top firefighter pay (Step 4)

Lieutenant salary shall be 13% over top firefighter pay (Step 4)

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Supplemental Order)

RULE TO SHOW CAUSE

By Order dated June 29, 2006 ("Order"), the undersigned set the terms of the parties' 2006-2010 Agreement.

Paragraph 3 of that Order provided as follows:

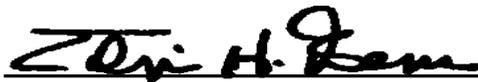
3. The wage increases shall be retroactive to May 1, 2006 for all employees who were in the bargaining unit as of that date. All payments due under this award shall be paid 60 days from the date of Arbitrator Sinclair Kossoff's award concerning calculation of wages due under the prior Agreement. If not paid by that date, the Union shall have the ability to return to the undersigned to request that interest be paid on retroactive wages due.

Arbitrator Kossoff's award issued September 5, 2006. The Union contends that 60 days from the date of Arbitrator Kossoff's award have now passed and the employees have not been paid the retroactive amounts pursuant to the

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requirement of paragraph 3 of the Order. The Union seeks an award of interest in accord with paragraph 3 of the Order.

Upon consideration of the parties' positions, it is now further ordered that if, by December 15, 2006, the employees are not paid the retroactive amounts required by paragraph 3 of the Order, the City must show cause why interest (at the rate used by the Illinois State Labor Relations Board and commencing 60 days from the date of Arbitrator Kossoff's award) should not be ordered to be paid on the retroactive amounts specified as due and owing the employees in accord with paragraph 3 of the Order. In that regard, in the event the employees are not paid by December 15, 2006, the City's filing with the undersigned is due December 18, 2006.



Edwin H. Benn
Arbitrator

Dated: November 24, 2006

**BEFORE
EDWIN H. BENN
ARBITRATOR**

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Second Supplemental
Order)

SECOND SUPPLEMENTAL ORDER

The employees were not paid the retroactive payments required by Paragraph 3 of my June 29, 2006 Order in the time frame specified in the Rule To Show Cause issued November 24, 2006.¹

Notwithstanding the City's objection and argument, it is therefore ordered that the City must pay interest (at the rate used by the Illinois State La-

¹ Paragraph 3 of the June 29, 2006 Order provided as follows:

3. The wage increases shall be retroactive to May 1, 2006 for all employees who were in the bargaining unit as of that date. All payments due under this award shall be paid 60 days from the date of Arbitrator Sinclair Kossoff's award concerning calculation of wages due under the prior Agreement. If not paid by that date, the Union shall have the ability to return to the undersigned to request that interest be paid on retroactive wages due.

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bor Relations Board — *i.e.*, 12%) commencing 60 days from the date of Arbitrator Kossoff's award, which issued September 5, 2006.

The undersigned will retain jurisdiction for any further disputes with respect to the payments required by my original order.

A handwritten signature in black ink, appearing to read "Edwin H. Benn", written over a horizontal line.

Edwin H. Benn
Arbitrator

Dated: January 15, 2007