

IN THE MATTER OF ARBITRATION	)	
	)	
BETWEEN	)	Marvin Hill, Jr.
	)	Arbitrator
CITY OF SYCAMORE, IL	)	
	)	S-MA-08-267
and	)	Successor Labor Agreement
	)	
IAFF LOCAL 3046	)	
_____	)	

Appearances

**For the City:**            Keith Foster, Esq.  
                                     Foster & Buick  
                                     2040 Aberdeen Court  
                                     Sycamore, IL 60178

**For the Union:**        J. Dale Berry, Esq.  
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**I. BACKGROUND, FACTS, AND STATEMENT OF JURISDICTION**

The City of Sycamore, Illinois (the “City,” “Employer,” or “Administration”) and the International Association of Firefighters, Local 3046 (the “Union” or “IAFF”) reached an impasse regarding a successor collective bargaining agreement to a contract that expired on April 30, 2008.

After approximately 15 bargaining sessions over the past six months, including four formal proposals from the City to the IAFF, multiple “supposals,” off-the-record discussions, and two mediation sessions, the City requested interest arbitration. The Union agreed, and the undersigned was selected as Arbitrator through the parties’ representatives.

The collective bargaining agreement that expired on April 30, 2008, was for a period of four (4) years starting May 1, 2004 (JX 1), with a re-opener for wages and insurance to go into effect May 1, 2006 (JX 5). During the first two years of the contract, the City added a management position of

Assistant Chief to the Fire Department. Having a rank between Lieutenant and the Chief allowed the Lieutenant position the option of joining the Union. The Lieutenants opted to join and were thus represented by the IAFF beginning May 1, 2006.

A pre-trial meeting was held on Friday, September 26, 2008. In attendance was the representatives of the parties and the undersigned Arbitrator. Additional hearings were held on November 12 & 25 and December 8, 2008 at the offices of Foster & Buick, 2040 Aberdeen Court, Sycamore, IL. The parties appeared through their representatives and entered exhibits and testimony. A transcript was taken by Ms. Debbie Habian, CSR (Sessions I & II) and Ms. Laurie Mancione-Giron, CSR (Session III). At the conclusion of the December 8<sup>th</sup> hearing the parties made oral arguments. In addition, counsel for the City tendered a written brief at the close of the hearing. The record was closed upon receipt of transcript.

## II. DISCUSSION

### A. Statutory Criteria

This dispute involves 13 *economic* issues.<sup>1</sup> The Act restricts an Arbitrator's discretion in resolving economic issues to the adoption of the final offer of one of the parties. 5 ILCS 315/14. There is no Solomon-like "splitting of the child."<sup>2</sup> As to non-economic issues, however, the Arbitrator's discretion is not so limited. Section 14(g) of the Act reads:

As to each economic issue, the arbitrator panel shall adopt the last offer of settlement which, in the opinion of the arbitrator panel, more nearly complies with the applicable factors prescribed in subsection (h). The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in subsection (h).

5 ILCS 315/14.

The eight factors specified in Section 14(g) of the Act are as follows:

- (1) The lawful authority of the employer.

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<sup>1</sup> During the hearing, three (3) issues were withdrawn from arbitration: Call-Back and Overtime, Article 24, Section 1; Overtime Pay for Moving Gear (new provision); and "Team" (new provision to Article 42).

<sup>2</sup> Cf. 1 Kings 3, 24-27. "And the king said, 'Bring me a sword.' When they brought the king a sword, he gave this order, 'Divide the child in two and give half to one, and half to the other.' Then the woman whose son was alive said to the king out of pity for her son, 'Oh, my lord, give her the living child but spare its life.' The other woman, however, said, 'It shall be neither mine nor yours. Divide it.' Then the king spoke, 'Give the living child to the first woman and spare its life. She is the mother.'"

- (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 costs 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.

Section 14(h) requires only that the Arbitrator apply the above factors “as applicable.”

The Act’s general charge to an arbitrator is that Section 14 impasse procedures should “afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes” involving employees performing essential services such as fire fighting. Enumeration of the eighth factor, “other factors,” in Section 14(h) reinforces the discretion of an arbitrator to bring to bear his experience and equitable factors in resolving the disputed issue.

#### **B. Comparative Bench-Mark Jurisdictions**

The parties have identified eight (8) cities for comparative purposes: (1) Ottawa, (2) DeKalb,

(3) Batavia, (4) Belvidere, (5) Dixon, (6) Geneva, (7) Rochelle and (8) St. Charles. (See, *Brief for the Employer* at 59-64)(providing an analysis of Sycamore Firefighters relative to each bench-mark comparable). Internally, other comparative units include the police (FOP), public works (AFSCME), and exempt employees. Reference will be made to both external and internal bench-marks throughout this opinion.

**C. Economic Impasse Items**

**1. Term of the Agreement**

**City Position:** The City proposes a two-year term with a re-opener on wages and health insurance after year one. (V. II R. 5). In the City’s view, internal comparables provide that a two-year term with a one-year re-opener maintains internal consistency. Specifically, the internal comparables demonstrate that the City’s two-year term with a re-opener after one year allows the City to be bargaining wages and health insurance with the IAFF at the same time it is bargaining with the other internal groups that have only one-year terms. In support, the City submits the following internal analysis:

	Contract Term	Period Covered	Re-opener
IAFF	2 year with 1 year re-opener	May 1, 2008 – April 30, 210	Wages, Health Insurance
AFSCME	1 year	May 1, 2008 – April 30, 2009	N/A
FOP	1 year	May 1, 2008 – April 30, 2009	N/A
EXEMPT	1 year	May 1, 2008 – April 30, 2009	N/A

(*Brief for the Employer* at 5).

The City also points out that until the Union’s final offer – *made to the City a mere five days before the arbitration was to begin* – neither party talked about any contract length other than a one-year contract term. (VII R. 18). While the Union asserts that there are external comparables for the next fiscal year (UX 1), the City submits that with the exception of St. Charles and Geneva, the majority of the external comparable municipalities entered into their collective bargaining agreements before the current downturn began (*Brief* at 5). The current economic climate is better suited to a two-year term with a one-year re-opener on wages and health insurance, the Administration asserts. Only wages and health insurance should be negotiated in the City’s proposed re-opener for 09/10 since both parties will have a better picture of the economic conditions at that time (*Brief* at 6).

**Union Position:** The Union proposes a three-year contract, 5/2/08 through 4/30/11, with a re-opener for the year 5/1/10 through 4/30/11, as described in the Union's final offer.

Addressing the City's proposal, the Union asserts that "basically what they want is a one-year term for – you know, a two-year term but a one-year term on everything and then for the two-year term just wages and insurance." (R. 88). In the Union's view: "We need a cooling-off period of at least a year here to let things settle down so we can address some of these issues in a little bit more dispassionate way." (V. III R. 33).

The Union also points out that it was the City who canceled a negotiations session set for the 9<sup>th</sup>, prior to the start of arbitration (R. 15), indicating the City's unwillingness to negotiate. Moreover, the Union (and the arbitrator) had to accommodate an expedited schedule regarding the first day of hearing, "indicating a hostility because the Union was not just rolling over on this one year." (V. III R. 33). All this, argues the Union, favors a longer contract term.

\* \* \*

Generally, arbitrators favor a longer-term agreement *versus* a shorter-term contract, especially when not much bargaining occurred and arbitration hearings take place over an extended period of time, as they have in this case (the first hearing day was September 25, 2008). To this end, I agree with the reasoning of Arbitrator Edwin Benn in *City of Springfield & PBPA* (1990):

The entire design of the impasse resolution contemplated by requiring consideration of the interests and welfare of the public in Section 14(h)(3) and the "other factors . . . which are normally or traditionally taken into consideration" criteria found in Section 14(h)(8) have common threads of a bottom line goal of stability and "industrial peace" as those concepts translate into the public employment setting. A hotly contested matter such as this with the amount of time, effort and expense that have been invested by the parties and the corollary uncertainties that have arisen (which may be prolonged or even exacerbated if a short contract is imposed which requires the parties to once again face each other across the bargaining table in the near future), coupled with the obvious present breakdown in the parties' ability to agree, on balance, all weigh against the arguments made by the Union. Given the particular history of this matter, the overriding goal of stability dictates a contract of longer duration than the one sought by the Union.

Arbitrator Milton Edelman, in *City of Granite City & IAFF Local 253* (1994), had this to say regarding long-term (three-year) *versus* short-term (two-year) contracts:

The parties deserve a longer period to digest and work with the terms of this agreement before starting all over again. This is not the key consideration, but helps overcome the disadvantages of a three-year agreement.

Arbitrator Edelman noted that the first year of the agreement had already passed when briefs were received "so the hazards in forecasting the future are not as great as they would have been had this arbitration taken place earlier." *Id.* at 13.

Under the City's proposal, the contract would be expiring 4-30 of '09. And under the

contract, there is a 120-day notice period to start negotiations. As noted by the Union “So literally – even if you set records and get the decision out before Christmas or something, we will literally be negotiating again within weeks. Not months. So it’s almost like continuous bargaining. What’s the point of this at all? So that’s very unusual.” (V. III R. 28).

On all counts, the Union advances the better case on contract term.<sup>3</sup> Given where the parties are in reaching an accord on a successor collective bargaining agreement, little utility will result in imposing a two-year agreement with a re-opener after just one year (although on wages and health insurance only). Such a position will place the parties back into bargaining in a few months, a non-sensical position in my view. The externals also favor the Union’s position.

The Union’s three-year term (5-2-08 through 4/30/11) is awarded.

## 2. Wages

**City’s Position:** The City’s final offer provides for a 4.0% increase on the top end of the scale while freezing the first step at the FY 08 level (as provided in the contract which expired April 30, 2008), and reducing the FY 09 step schedule to eight (8) steps.

The City points out that the parties are in agreement as to a 4.0% increase from 5/1/08 – 4/3/009 and the reduction in steps from 9 to 8 (*Brief for the Employer* at 7).

The Administration submits that the Union’s proposal for a 3.75% increase to all steps 5/1/09 – 4/30/10 should not be adopted at this time considering: (a) the City’s excellent ranking as to overall pay among external comparables, in most cases 3 of 7 or 3 of 8; (b) the issue has not been bargained since it was not discussed or presented (except in the Union’s final offer) until five days before the arbitration hearing; and (c) the comparables presented showing wage increases for the next fiscal year were bargained *prior* to the current economic downturn (*Brief* at 7). In management’s opinion, the current economy’s volatility requires that the 4.0% increase in FY 08/09

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<sup>3</sup> Except for this. Apparently, the first time the City was notified that the Union was seeking a term other than a two-year term was in the final offer:

Q. And as far as the term itself, when is the first time you ever heard from anybody anything other than a one-year term?

A. The first time I ever heard that was here when Mr. Berry suggested that a one- or two-year term is not acceptable, and the first time I saw it was in the final offer.

Q. Which was four days before we started the arbitration?

A. That’s correct (VII R. 17-18).

The paradox here is clear. Any claim by the Union that the City was unwilling to negotiate in good faith should not be asserted within the context of advancing a new provision for the first time in a final offer, exchanged just days before the hearing.

remain *status quo* until the City's financial climate can be re-assessed based on the economy (*Brief at 10*).

With respect to the economy argument, the Administration asserts that its total general fund revenue and general fund revenue *per capita* has flattened or even slightly decreased due to the current economic recession. Thus, the City will be in a better position to assess the economy by re-opening the issue of wages for FY 09/10 (*Brief at 10*). The Administration accordingly requests that its proposal for the agreed-upon 4% increase for FY 08/09 and a re-opener with respect to wages and health insurance for FY 09/10 be awarded (*Brief at 13*).

**Union Position:** Effective 5/1/08, increase the top step by 4.0%, freeze the first step and modify salary schedule by reducing "years to max" from 9 steps to 8 steps, as described in the Union's final offer. Effective 5/1/09, increase all steps of the eight-step schedule by 3.75%.

**Firefighter**

effective 5/1/09	1	2	3	4	5	6	7	8
49.77 hours	17.18	18.06	18.97	19.96	20.98	22.09	23.22	24.45
Annual Base	44,464	46,745	49,090	51,670	54,290	57,170	60,090	63,290
x 1.5 overtime	25.77	27.09	28.45	29.95	31.47	33.14	34.83	36.68

**Lieutenant**

49.77 hours	28.54
Annual Base	73,870
x 1.5 overtime	42.81

(U Final Offer; attachment 2)

\* \* \*

As provided in the charts below, including an agreed-upon 4% increase, based on wages and bonuses per hours worked, Sycamore Firefighters rank in the top three out of nine municipalities with respect to (1) hourly wages it pays starting firefighter/paramedics; (2) senior firefighter/paramedics; and (3) lieutenants:

**Starting Firefighter/Paramedic Wages and Bonuses/Hour  
(in rank order)**

Municipality	Annual Hours	Starting firefighter/paramedic	Rate
St. Charles	2,628.08	\$50,411.00	\$19.18
DeKalb	2,687.88	\$51,307.31	\$19.09
<b>Sycamore</b>	<b>2,588.04</b>	<b>\$48,264.00</b>	<b>\$18.65</b>
Batavia	2,750.00	\$50,400.00	\$18.33
Geneva	2,750.00	\$49,803.00	\$18.11
Ottawa	2,759.67	\$45,417.20	\$16.46
Belvidere	2,912.00	\$42,214.50	\$14.50
Dixon	2,749.76	\$36,562.13	\$13.30
Comparative Average	2,748.20	\$46,587.88	\$16.95
Percentage to Average	94.17%	103.60%	110.01%

**Senior Firefighter/Paramedic Wages and Bonuses/Hour**

Municipality	Annual Hours	Senior firefighter/paramedic	Rate
St. Charles	2,628.08	\$79,473.00	\$30.24
DeKalb	2,687.88	\$74,683.98	\$27.79
Sycamore	2,588.04	\$70,740.00	\$27.33
Batavia	2,750.00	\$69,494.00	\$25.27
Geneva	2,750.00	\$72,676.00	\$26.43
Ottawa	2,759.67	\$57,777.20	\$20.94
Belvidere	2,912.00	\$63,791.70	\$21.91
Dixon	2,749.76	\$52,775.06	\$19.19
Comparative Average	2,748.20	\$67,238.71	\$24.47
Percentage to Average	94.17%	105.21%	111.72%

**Lieutenant Wages and Bonuses/Hour**

Municipality	Annual Hours	Lieutenant/paramedic	Rate
St. Charles	2,628.08	\$93,280.70	\$35.49
Geneva	2,750.00	\$86,932.00	\$31.61
<b>Sycamore</b>	<b>2,588.04</b>	<b>\$81,120.00</b>	<b>\$31.34</b>
DeKalb	2,687.88	\$81,933.08	\$30.48
Batavia	2,750.00	\$81,220.00	\$29.53
Ottawa	2,759.67	\$60,582.05	\$21.95
Dixon	2,749.76	\$58,100.90	\$21.13

Comparative Average	2,720.90	\$77,008.12	\$28.30
Percentage to Average	95.12%	105.34%	110.75%
Belvidere	N/A		
Rochelle	N/A		

\* \* \*

While both parties' wage proposals are reasonable, and are not that far apart (they both agree on 4% for the first year and the reduction in steps from 9 to 8), the Union advances the better argument regarding re-opening negotiations on wages and insurance, two major issues, a short period after the successor collective bargaining agreement is concluded. I see no good reason for selecting a contractual provision that mandates negotiations on wages and insurance within months after this matter is settled. An award of 3.75% to all steps 5/1/09 – 4/30/10 is not expected to advance Sycamore past its current ranking – top three on all relevant tables (*supra*).<sup>4</sup> The Union's position is in line with the relevant bench-mark jurisdictions (where in 2/09 half of the eight comparables have settled for raises over 3.94%)(V. III R.36). The Union's proposal "is simply a maintaining of the *status quo*."

Clearly, the Union is not seeking an equity adjustment.

What of the Administration's argument regarding an uncertain economic climate as a reason for a two-year contract with an attached re-opener? The easy answer to the City's argument is that no Firefighter (or police officer or AFSCME member) holds any kind of tenure with the City. A severe downturn presumptively can be remedied with appropriate manpower or other cuts. Alternatively, nothing prevents the Employer from considering any matter, even those covered by the collective bargaining agreement, in reaching an accord based on changed circumstances. I also note that estimated sales tax revenues for 2009 (2.19 million) are almost at their 10-year high (2.95 million). Economically, I see nothing in the evidence record that would otherwise require a re-opener on wages in year two of the successor collective bargaining agreement.

The Union's position on wages is awarded.

### 3. Lieutenant Acting Pay

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<sup>4</sup> Especially relevant is "next door" DeKalb, which included a 4% increase for FY 2009 (July 1, 2008 – June 30, 2009) with 4% increases in FY 2010 and FY 2011. When factoring in the difference in the standard hours per work year and the bonuses that a Sycamore Firefighter or Lieutenant can earn, a senior firefighter/paramedic is eligible to earn \$.4520 less/hour than a DeKalb senior Firefighter. A lieutenant/paramedic is eligible to earn \$.8618 more per hour worked in a standard work year. (*Brief for the Employer* at 62).

In 2008, Batavia received a 4.0% increase, with a 4.0% increase scheduled for 2009. Geneva received a 3.5% increase in 2008, with 4.0% scheduled in 4.0%, 3.75% in 2010 and 3.75% for 2011. St. Charles is still in the process of concluding a successor collective bargaining agreement. Significantly, a senior firefighter/paramedic/engineer will earn \$53,845 relative to \$60,856. A lieutenant/paramedic in St. Charles earns \$83,697 relative to \$71,029 for Sycamore. *Id.*

**City Position:** The City is open to language defining the *process* of an Acting Chief as requested by the Union. However, the Administration is not willing to take on an additional economic impact.

In support of its position, the Administration first argues it is rare for a lieutenant to be required to “act up” to the rank of Chief (*Brief* at 14). The City submits that for the “act up” scenario to occur, not only does the Chief need to be unavailable, but the Assistant Chief would need to be absent as well. Indeed, the Union’s own witnesses, specifically Firefighter Penn, corroborated how infrequently a lieutenant is required to “act up.” Also, it is not always necessary for an officer to take command at a scene if, for example, another company has a chief on site overtime the situation does not warrant the need for a Chief.

Management also asserts that *internal comparables* do not warrant additional pay for “acting up” to the rank of Chief (*Brief* at 14). To this end the City’s other bargaining groups (FOP, Public Works & Administration) are not paid any differential in the event that its officers must “act up” to the rank of Chief (*Brief* at 14).

Addressing *external data*, the Administration argues that external comparables do not warrant additional pay for “acting up” to the rank of Chief as the City already pays its Firefighters to “act up” to lieutenant and no external comparable offers differential pay to act up to the exempt position of Chief (*Brief* at 15). Specifically, the comparable municipalities do not offer any differential pay in the event that its officers must “act up” to an exempt position of Chief.

In summary, based on the infrequency which the “acting up” scenario would occur, and the internal and external comparables, the City requests that its position to maintain the *status quo* be adopted by the Arbitrator (*Brief* at 17).

**Union Position:** The Union’s proposal is that the City provide a 15% differential for senior lieutenants acting in charge in absence of both Chiefs, as described in its final offer. IAFF has proposed the following language as an addition to Article 22:

Section 3. Lieutenant Acting Officer-in-Charge Pay

The senior Lieutenant on duty accepting the assignment shall be the ranking officer in charge during times when the Chief and Assistant Chief are off duty and not available to take command at an emergency call. At such times, the Senior Lieutenant shall be paid an acting differential of 15% of his straight-time hourly rate for all duty time served as Acting Officer-in-Charge.

The Union notes that the differential it is seeking (15%) is less than the average differential (20.64%) where data exists (R. 43).

\* \* \*

The Administration has advanced the better case. Besides the infrequency in which the situation arises (Assistant Chief Kessler noted that in his 11 years as lieutenant, he was only required to “act up” and command a scene three times)(VII R. 55), I note that it is not always necessary for an officer to take command at a scene if, for example, another company has a chief on site or the situation does not warrant the need for a chief. As admitted by counsel for the Union, the issue of being essentially the shift commander in charge in the absence of the chief and assistant chief is a “new situation.” (R. 28). This, like many other items, is best left to be resolved by the parties at the table. The City is not opposed to a *procedure* that helps define who it is that would act up in the rare case where both the chief and the assistant chief are absent (R. 38). The parties can address this in future bargaining sessions.

Finally, I credit the Administration’s argument that both *internal* and *external* data do not support any pay for “acting up” as Chief (VII R. 65).

For the above reasons, the Administration’s position is awarded.

#### 4. Quartermaster Bonus

**City Position:** The City is opposed to adding this new role and any role that requires additional financial impacts. Management asserts that the responsibility of maintaining gear and uniforms is currently performed by a Firefighter within the parameters of his daily shift duties and any additional requirements of time outside his normal shift is paid at the overtime rate (*Brief* at 19).

The Employer also points out that external comparables do not support payment of a stipend for these duties. An analysis of the external bench-mark jurisdictions shows there are ways to assign uniform replacements without adding additional cost to the City. *Id.* Since these duties can be performed by a Firefighter within the parameters of a regular shift, and in view of the external comparables and the Employer’s excellent overall compensation to its Firefighters, the City requests that its position to maintain the *status quo* be included in the successor collective bargaining agreement (*Brief* at 20).

**Union Position:** The Union argues that effective 5/1/08, the City provide a \$500 annual stipend for bargaining-unit employees assigned to serve as Quartermaster for departmental members.

According to the Union, the Quartermaster job is a significant position at Sycamore. As such, it is important to ensure that everybody is equipped properly with equipment for their shift and safety and efficiency (R. 45). Union witness Dan Marcinkowski outlined the job as follows:

The Quartermaster is responsible for making sure that each and every member, both full-time, paid-on-call and our interns, have and are fitted with their initial turn-out gear, their uniforms, replacement of uniforms, stocking and restocking and providing the Quartermaster system all uniforms for day-to-day, also projection of uniforms, making sure that they get maintained. So if there's somebody going off-duty, make sure of the scheduling, if there's gear that's dirty, make sure that gets washed and taken care of properly. (R. 47).

Mr. Marcinkowski estimated that when he was performing the job he spent two to three hours average per shift "just trying to make sure this stuff gets ordered properly and maintained." (R. 48). Marcinkowski acknowledged that on occasion he was compensated for overtime hours. \$500 would be fair because "it's a step in the right direction . . . just ensuring that the job's done right." (R. 49).

\* \* \*

The Employer's position (*status quo*) is awarded. This is a job for which there is no recognition currently in the parties collective bargaining agreement (R. 46), although the position has been in existence for approximately 15 years (VII R. 68). Management's argument on external comparables is well taken. Additionally, the duties can be performed by a Firefighter within the parameters of his regular shift. Moreover, should the Firefighter (performing these duties) require additional time outside his regular shift to complete any Quartermaster-type duties, it has been paid at his overtime rate without the City's objection (*Brief for the Employer* at 19)(R. 48-49)(VII R. 70)(Gregory: "If it was authorized and the proper paperwork was filled out then he would be paid for his off-duty hours.").

For the above reasons, the City's position (*status quo*) is awarded.

##### 5. Certification Incentives

**City Position:** The City is opposed to any new incentives that create additional financial impacts. Accordingly, it urges that the *status quo* be maintained.

Management argues that it already pays for employees to take classes in which they earn certification, and allows credits from the classes to count toward overall education points which may apply toward an educational incentive. The certifications at issue are (1) Technical Rescue Awareness; (2) Fire Apparatus Engineer; (3) Vehicle and Machinery Operations; and (4) Hazardous Materials Operations. The City does not dispute that these certifications are necessary to perform many of the functions of the job of firefighter/paramedic. Accordingly, as provided by the testimony of Mark Kessler and Brian Gregory, the City encourages Firefighters to become certified by providing payment for the tuition of the certification classes; payment for the employee's on-duty time; and compensation for meals and transportation. Additionally, the City allows these credit hours to count toward education points which may apply toward an educational incentive as defined

in Article 26, Section 4 of the collective bargaining agreement (*Brief* at 21).

The Administration also points out that external comparables do not support an award of incentive pay. Only Belvidere (.5% of base for FAE & Hazmat Tech) and Ottawa (1% premium for FAE) pay an incentive (JX 4; *Brief for the Employer* at 21).

The City also submits that its ranking as to overall pay among external comparables places it in the top three for overall compensation. As such, no new incentive should be awarded (*Brief* at 22).

**Union Position:** The Union has proposed that this issue be deferred to negotiations for its proposed re-opener effective 5/1/10.

\* \* \*

The City's position (*status quo*) is awarded. The City's argument regarding the externals and overall compensation rating trumps the Unions position for deferral to another day.

#### 6. **Accrued Sick Compensation (Cash-Out) at Separation**

**City Position:** The City proposes to cap maximum sick-leave-cash-out at 1,500 hours of accrued sick leave.

In support of its position the City points out that its proposed "accrued sick compensation upon separation" ranks it #1 among all internal and external comparables (*Brief* at 23). Although the City's proposal involves a reduction in the maximum sick-compensation accrual allowed at separation, the City's proposal still ranks the maximum sick compensation as the highest among all of the City's bargaining groups, as well as first among all the external comparables. Specifically, the average number of hours of sick leave in the comparables is 598.4 hours of allowable compensation. This means a Firefighter (on average) in one of the proposed municipalities can only cash out 20.78% of what a Sycamore Firefighter is allowed. Even when reducing the maximum to 1,500 hours a Sycamore Firefighter can still cash out over 2 & 1/2 times as many hours as the average firefighter employed by one of the proposed bench-mark external comparables (*Brief* at 23).

Additionally, as testified to by Brian Gregory, Firefighters who currently have accrued more than 1,500 hours will be allowed to maintain their current number of hours as their maximum accrual amount, and only those who have not accrued 1,500 hours will be subject to the modified accrual cap.

The City further submits that given the uncertain economic climate, its proposal responsibility limits its long-term liabilities (*Brief* at 25). It is fiscally responsible for the City to

propose accrual hours that will place it more in line with internal and external comparables.

Finally, the Administration asserts the Union's proposal to defer this issue is unreasonable (*Brief* at 25). The Employer notes that the Union's deferral proposal came just five days before the hearing began. This issue (and many others the Union now wants to defer) were discussed during negotiations stretching over several months and was "on the table" during mediation sessions. To simply "defer" it on the eve of arbitration is unreasonable after both parties have invested significant time and energy into addressing this issue and attempting to reach a fair and equitable contract term (*Brief* at 25).

Given the next highest allowance of compensation for sick leave at separation among the external comparables is 1,080 hours, the City submits its offer of 1,500 hours is more than equitable and fiscally responsible.

For the above reasons, the City requests that its position be adopted.

**Union Position:** The Union proposes that this issue (and other sick-leave-related issues) be deferred to negotiations for a re-opener, effective 5/1/10.

\* \* \*

The Union's deferral position is awarded. Significant here, and tipping the scale in the Union's favor, is the nature of the City's proposal. In an exchange with Mr. Berry, the Union's point is made:

Q. [By Mr. Berry]: Well my point is – I think what you're proposing here is essentially a 50% reduction in the existing benefit, right?

A. [By Brian Gregory]: I guess you'd say "yeah."

\* \* \*

Q. In terms of the existing benefit, which is a max of 2,880, you want to reduce that to 1,500. It's almost like 50%.

A. Roughly, sure. (VII R. 92).

\* \* \*

Q. Well, the point is it's an existing benefit, right, negotiated over the years, right?

A. It is. (VII R. 93).

Under the statute my choice is between the City's "give-back" provision *versus* the Union's

deferral option. What is unclear in this record is whether the Union “paid” for its healthy sick-leave provision by agreeing to a reduced benefit package that it otherwise would have rejected. In other words, absent any bargaining history, or a serious showing of need by the employer, it is difficult to award a significant “give back.” The choice here is for deferral.

## 7. Sick Leave

**City Position:** The City proposes that the employees shall earn twelve (12) hours of sick leave for each month of service, a decrease from the current 18 hours provided in the contract. In support of this proposal, the Administration advances the following arguments:

Internal Analysis. The City’s proposed “sick leave” provides internal equity while maintaining a #1 ranking among the internal comparables (*Brief* at 26). Like the “accrued sick compensation upon separation” provision, the City’s proposal for monthly sick leave accrual places the Firefighters #1 among the internal comparables:

IAFF:	12 hours (5.56% annual work year, currently 18 hours and 8.35% of work year)
FOP:	7.5 hours (4.33% of year)
AFSCME:	6 hours (3.46% of year)
Exempt:	6 hours (3.46% of year)( <i>Brief</i> at 26).

By allowing 12 hours/month, the Firefighter would be at 5.56% of a year or 1.23% more than a police officer, still ranking #1.

External Analysis. The City also submits that its proposed “sick leave” allocation places it more in line with the majority of external comparables, placing it at the top three (3) relative to the bench-mark jurisdictions:

### External Comparables (tied for 3 of 7)

DeKalb:	24 hours
Ottawa:	15 hours
<b>Sycamore:</b>	<b>12 hours</b>
Geneva:	12 hours
Batavia:	12 hours
St. Charles:	12 hours
Rochelle:	6.67 hours
Belvidere:	no sick bank
Dixon:	no sick bank

Prior bargaining. The City submits that this item has been the subject of multiple bargaining sessions as well as mediation. The Administration accordingly believes that attempting to withdraw this issue from decision by the Arbitrator is unreasonable (*Brief* at 26-27).

For the above reasons the City requests that its proposal be awarded.

Union Position: While the issue of sick leave was omitted from the Union's final offer, the parties agreed that the Union's intent was to include this issue on its list of issues to be deferred to negotiations for the re-opener, effective 5/1/10 (*Brief for the Employer* at 26).

\* \* \*

Currently, a Firefighter accrues 18 hours/month, the equivalent of 8.35% of a work year. While there is sufficient merit in the City's numbers, specifically the internals and externals, like the above item, its position involves a significant "give back" from the bargaining unit, an award generally not favored by arbitrators. The better course is that this item be deferred to negotiations.

The Union's proposal for deferral is awarded.

#### 8. Sick Leave Accrual Maximum

City's Position: The City proposes that employees shall accumulate sick leave to a maximum of 1,500 hours.

In support of its position, the City advanced the following arguments:

The City's proposed "sick leave accrual maximum" places it more in line with the majority of external comparables. Its proposal, notes the City, places it in the top three for *external* comparables:

#### External Comparables (3 of 7)

St. Charles:	No maximum accrual
Geneva:	No maximum accrual (not addressed)
<b>Sycamore:</b>	<b>1,500 hours</b>
Batavia:	1,440 hours (or 60 work days)
Rochelle:	1,430 hours
DeKalb:	1,248 hours
Ottawa:	1,200 hours
Belvidere:	No sick bank*

Dixon: No sick bank\*\*

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\* Sick policy allows for up to 160 calendar days off sick on active payroll. Absent from two or more consecutive shifts or three in a month requires a physician's certificate. There is no bank or time or maximum accrual.

\*\* An employee is entitled to up to four (4) months full pay in any calendar year. Much like Belvidere, the employee does not own a bank and, thus, there is not a maximum accrual.

Similar to sick leave and accrued sick leave (*supra*), the Union's deferral proposal is unreasonable. In the City's view, this is yet another instance where the Union is attempting to withdraw this issue from arbitration (*Brief at 29*).

**Union Position:** The Union has proposed that this issue be deferred to negotiations for its proposed re-opener, effective 5/1/10.

\* \* \*

Similar to the reasons noted with respect to accrued sick leave compensation at separation (item #6) and sick leave (item #7)(*supra*), the Union's proposal for deferral is awarded.

## 9. **Health Insurance**

**City's Proposal:** The City proposes that it continue to pay 100% of the employee's (single coverage) health insurance premium. The City also proposes that it pay 83% of the costs of the premium for dependents (down from 85%) while the employee pays 17% of the cost of the dependent premium.

In support of its proposal, the City advances the following arguments:

The City's proposed health insurance payments places it more in line with the majority of external comparables while still maintaining an excellent ranking of #1 for single coverage and #2 for family coverage. As demonstrated by the following, the City's proposal places it in the #1 (single) and #2 positions (family) relative to the external comparables:

### **External Comparables** **Health Insurance**

<b>Family (2 of 9)</b>	<b>Single (tied 1 of 9)</b>
Belvidere \$1,978.79	Sycamore \$0.0

Sycamore	\$2,494.55	St. Charles	\$0.0
DeKalb	\$3,164.50	Dixon	\$0.0
Rochelle	\$3,374.49	Rochelle	\$146.25
St. Charles	\$3,668.46	Belvidere	\$658.14
Ottawa	\$4,397.30	Geneva	\$731.27
Geneva	\$4,397.30	Batavia	\$1,096.90
Batavia	\$5,499.05	DeKalb	\$1,333.92
Dixon	\$6,603.23	Ottawa	\$1,462.54

Given the uncertain economic climate, the City's proposal responsibility limits its long-term liabilities (*Brief* at 31-32). Further, as the number of employees and premiums grow, in order to reduce long-term liabilities and promote fiscal responsibility, the City must request more contributions from employees (*Brief* at 32). Even with a minimal request to increase the employee share from 15% to 17%, the City is still offering a much lower premium than the external comparables.

**Union Position:** Modify the employer/employee contributions for *family* insurance coverage as follows: effective 5/1/09, from 85/15 to 84/16. Effective 5/1/10, from a contribution of 84/16 to 83/17.

The Union points out that it is essentially agreeing with the City on the shift, but it is spreading the change in contribution rate over a three-year term "so we get to the same place." (R. 84).

Q. [By Arbitrator Hill]: So you're going to start out at 84/16?

A. [By Mr. Berry]: And then in '09 we're going to 84/16, and then in '10 we'll get to 83/17. That's our proposal. So it's just a question of timing.

\* \* \*

And the other point my co-counsel here brought to my attention is that in terms of internal comparables, we're going beyond what the other City employees pay. Currently, other City employees pay 85/15. So if you like 83/17, you know, immediately we would be paying more than the other City employees. (R. 84).

\* \* \*

I credit the Union's argument on insurance contribution. Both proposals move the employees to 83/17, a minimal request, but the Union's proposal spreads it over three years.

10. **Additional Lieutenant Stipend for Administrative Duty**

**City Position:** The City opposes and additional pay for lieutenants for administrative duties performed. In support of its proposal, the Administration submits the following arguments:

The position of lieutenant is administrative in nature and, accordingly, is paid higher than a Firefighter. Management maintains the lieutenants negotiated for wages for their May 1, 2006 contract with full knowledge of the regular duties of a lieutenant, and those duties included the very items the lieutenants are now seeking additional compensation in this session. Further, the position of lieutenant is clearly administrative in nature and is paid 16.7% higher than Firefighter as a result of its supervisory and administrative functions (*Brief* at 33).

The IAFF suggests that over the past several years more administrative duties have arisen, which is not disputed by the Administration. However, it should be noted that the duties that were being performed by four (4) lieutenants are now being shared among seven (7) lieutenants as new positions have been added in the last two years. *Id.*

Additionally, as noted by Mark Kessler, not all of the four "duties" the Union enumerates are even lieutenant positions within the Department. For example, no position exists for "fire prevention officer." The Department's fire prevention duties are given to a full-time Firefighter for which he receives an annual stipend of \$1,200. *Id.*

Management also notes that external comparables supports its position. All but one of the external bench-mark jurisdictions (DeKalb – 3% more than a shift lieutenant) do not pay lieutenants additional pay for administrative duties. *Id.*

The City further submits that its ranking as to lieutenants' overall pay among external comparables places it in the top three for overall compensation (*Brief* at 34). As such, no new stipend is warranted.

Due to the inherent administrative nature of the lieutenant position, the supportive external comparables, and the current ranking of the City's overall compensation to its lieutenants, the City requests that its proposal be awarded in the parties' successor collective bargaining agreement. *Id.*

**Union Position:** The Union's position is as follows: Effective 5/1/09, pay each Lieutenant assigned to perform the following special administrative duties an annual stipend of \$500: (1) EMS Officer; (2) Training Officer; (3) Scheduling Officer, and (4) Fire Prevention Officer.

In the Union's view, these are functions that a lieutenant performs above his general responsibilities as the company officer (R. 52-53). Lieutenant Shawn Penn maintained that the jobs require significant time:

For each of these jobs, I would say that somewhere in the neighborhood of three to four hours out of an eight-day period with – there may be days where you only spent 90 minutes or you only spent half an hour, but there may be a day where you spent 10 hours or you spent time after that eight-hour shift because we were busy and that job still needed to get done.

And there are also occasions for each of these jobs where people come in on their days off to complete them, and there are occasions where they're compensated for it and there are occasions where they're not compensated from.

Q. So, it's kind of a discretionary thing with the Chief?

A. It would be a discretionary thing with the Chief. It would be a discretionary thing with the lieutenant also. There's oftentimes where somebody just doesn't put in their time, they just don't charge the City final offer it. They say, "this has to get done and I'm just not putting any time in for it." (R. 56-57).

Lieutenant Penn asserted that sometimes staff receive pay and sometimes they do not for performing these functions off duty (R. 68). There has been no consistency in payment, according to Lt. Penn (R. 68).

\* \* \*

The City's position is awarded. Apparently, and significantly, this is the first time that any lieutenant duties have been able to be addressed, as recently as two years ago the lieutenants were not members of the bargaining unit (R. 67).

Further, the notion that lieutenants (already paid more than Firefighters because of additional responsibilities) should be paid additional for performing administrative functions is comparable to a "break through" item, requiring clear and convincing evidence of a need for a change. What the Union is requesting should presumptively come through negotiations, especially in the situation where lieutenants have recently been included in the bargaining unit and little bargaining has taken place.

Moreover, if there is a situation where a lieutenant would have to perform duties during off-duty time, he would be paid at time-and-one-half:

Q. [By Mr. Foster]: Is there ever a situation that in your mind that could arise where off-duty time would be necessary to fulfill these functions?

A. [By Mark Kessler]: Yes, scheduling officers may come in on one of his days off and make some important changes to the schedule. EMS Officers may be required to attend a meeting, say for example, at Kishwaukee Hospital in regards to maybe a change in policy. The Training Officer, again, may have to come in on his off-duty time and make some provisions for someone that may – may have gotten canceled out of a class that he was scheduled to go to. So there are opportunities for that.

Q. Would they be paid for that time?

A. Yes, they would.

Q. And that would be at an overtime rate?

A. It would.

**Q. Ever a situation where you have observed where someone asks for time to be compensated off-duty where that's been denied?**

**A. If it's considered to be legitimate by management and the proper paperwork is filled out, no, it's not been denied. (VII R. 111).**

Finally, the Administration's argument on the comparables (VII R. 114) supports an award in its favor (EX 14).

The City advances the better case and, accordingly, its position is awarded.

#### **11. EMT/Paramedic Bonus**

**City Position:** The City is opposed to tying EMT/Paramedic bonuses to base pay that will equate to any additional financial impact. (In light of the Union's final offer omitting tying the bonus of base pay, the City proposes maintaining the *status quo*).

The external comparables support the City's position of maintaining the EMT/Paramedic bonus at the same *status quo* amount of \$2,400 (*Brief* at 36). The Administration submits the following chart showing the external bench-marks:

#### **External Comparables (5 of 9) EMT/Paramedic Bonus**

Dixon	\$3,873.40	
St. Charles	\$3,519.00	
Geneva	\$3,000.00	
DeKalb	\$2,753.56	
<b>Sycamore</b>	<b>\$2,400.00</b>	
Rochelle	\$2,314.40	
Ottawa	\$1,754.40	
Belvidere	\$1,500.00	
Batavia	\$0.0	
<b>Average:</b>		<b>\$2,339.32</b>

In the Administration's view, the \$2,400/year is comparable to the municipalities analyzed above. The City falls squarely in the middle of the comparable departments for paramedic bonuses. Given the City's position as to overall pay among the external comparables (top three for overall compensation), the Employer maintains its position should be awarded (*Brief* at 36-37).

**Union Position:** Effective 5/1/09, increase stipends (EMT + PM) paid to the bargaining-unit members certified as EMT – P to a total annual stipend of \$3,000.

The Union submits that for 2008 its proposal would rank the bargaining unit at 5 of 8 (R. 71). For 2009, the Union's rank would be 3 of 8 (R. 71).

With respect to the jurisdictions that actually transport individuals – Belvidere, DeKalb, Dixon, Geneva and Sycamore – the Firefighters would still be below the average (UX 5, revised). And if the ones that actually take the transport factor, the average is 3,286, still well below the 3,000 requested by the Union (R. 72).

\* \* \*

The Union's position is awarded. I credit the Union's argument that the Sycamore Firefighters will still be below the average of those Firefighters that actually transport individuals. According to the Union, "if you take the average of the departments that are paramedic, for '09 it's \$2,977, and for '10 it's \$3,0333. So our proposal, which would not be effective in 2009, is very close to the average, \$2,977 versus \$3,000. It would be seven tenths of a percent above the average, and because we're proposing a flat amount, we would be 1.1 percent below the average in year '10." (V. III R. 51).

Also favoring the Union's proposal is this: The paramedic service produces substantial revenue for the City, "a valuable cash resource for the City, and it's provided by the services of firefighter/paramedics." (V. III R. 51). This, coupled with the trend in calls (a steady increase over ten years of EMS calls), tips the balance in the Union's favor.

## 12. **Career Service Bonus**

**City Position:** The City is opposed to career service bonuses tied to base pay that will equate to additional financial impacts. (In light of the Union's final offer omitting tying the item to base pay, the City proposes maintaining the *status quo*). Supporting its position, according to the Employer, is an analysis of internal and external criteria.

The *internal comparables* support the City's position of the Career Service Bonus remaining at the status quo of \$1,250. Currently, bonuses are in five-year increments at \$250, each five-year period to a maximum of \$1,250. The schedule is identical for the three (3) bargaining groups: IAFF

(\$1,250), FOP (\$1,250), and AFSCME (\$1,250)(*Brief* at 38).

The Employer also submits that the *external comparables* support the City's position that the Career Service Bonus remain at the *status quo* level of \$1,250. *Id.* Notwithstanding Ottawa (\$350/year up to 20 years), which has by far the lowest wage schedule, the average maximum longevity pay among the remaining seven (7) comparables is \$1,158.28:

**External Comparables (5 of 9)  
Maximum Career Service Bonus**

Ottawa	\$7,000.00
Belvidere	\$3,326.76
St. Charles	\$2,197.11
DeKalb	\$2,100.00
<b>Sycamore</b>	<b>\$1,250.00</b>
Dixon	\$484.12
Rochelle	\$0
Geneva	\$0
Batavia	\$0

Similar to many other issues, the Administration argues the Union's position of deferral of this issue is unreasonable, given the number of bargaining and mediation sessions. An attempt to withdraw this issue from the Arbitrator's jurisdiction is unreasonable (*Brief* at 39).

**Union Position:** The Union has proposed that the issue be deferred to negotiations for its proposed re-opener, effective 5/1/10.

\* \* \*

Given the internal and external data on this issue, the Employer's position is awarded. The evidence record does not support the Union's position.

**13. EMT/Paramedic Preceptor Bonus Pay**

**City Position:** The City proposes no new language for preceptor pay. Similar to many other issues, the City is opposed to any changes in bonuses that will equate to additional financial impacts.

The Administration maintains that the responsibility of performing the EMT – PM Preceptor's duties are performed within the parameters of the Preceptor's daily shift and any

additional requirement of time outside the normal shift is paid by the City at the overtime rate. The Employer submits that the duties at issue are usually performed during the Preceptor's normal shift. Additionally, should the Preceptor require additional time outside his regular shift to complete any of these duties, that time has been paid at the overtime rate without the City's objection (*Brief* at 40).

Moreover, the external comparables support the City's position regarding the EMP/PM Preceptor bonus. *Id.* Only St. Charles pays a bonus to the Preceptor (\$520 annually, paid over 26 pay periods).

The City again cited the overall pay schedule of the Firefighters as evidence its position on the Preceptor issue (*Brief* at 41).

**Union Position:** Effective 5/1/09 pay EMT – P's who are assigned as Paramedic Preceptors an annual stipend of \$500.

In support of its position, the Union offered the testimony of Lt. Shawn Penn who asserted that the Paramedic Preceptor is the "overseer individual who looks over the other student paramedics." (R. 74). The Preceptor function is needed to license other paramedics. According to Lt. Penn:

Currently, to come to a current standpoint, no one's hired who's not a paramedic here any longer. So the function of being a Preceptor falls to pretty much to two types of individuals, either individuals that are involved in the internship program here at the City or individuals from other departments that we work in conjunction with.

And somebody that's a good example of that would be Maple Park. Maple Park we've precepted several of their students. And so this is an additional function that the paramedic, frankly, takes on that is above and beyond the normal function of a paramedic, whether it be for the internship program or for –

\* \* \*

This paramedic preceptor is guaranteed to be busy, he guaranteed to be working. He has to take this individual under his wing. We've had occasion where we'll say that there had to be issues resolved, whether they be personally or performance between bargaining unit members and interns based on this Preceptor job. And it's the feeling that, look, this is an additional duty that we're taking on . . . (R. 76-77).

Q. [By Mr. Berry]: So these are duties over and above what a paramedic does when you have an ALS call, the paramedics normally go out, respond, take care of the call?

A. Absolutely.

Q. But, in addition to that, when you're a Preceptor, you have all these additional responsibilities?

A. You have additional responsibilities.

\* \* \*

Q. All right, is there any form of compensation currently paid or recognized by the City for paramedics that are performing this function?

A. There is none. (R. 78-81).

\* \* \*

The City's position is awarded. I credit the Administration's argument that the duties at issue can be performed within the parameters of a regular shift:

Q. Is there any off-duty time required to perform this function?

A. No. (VII R. 125).

In addition, the externals favor the City's position. Finally, the overall compensation at Sycamore supports the Administration's final offer.

#### **VI. AWARD**

1. Term of Agreement – Union's Final Offer (3-year term with re-opener)
  2. Wages – Union's Final Offer
3. Lieutenant – Acting Officer-in-Charge Pay – City's Final Offer
  4. Quartermaster Bonus – City's Final Offer
  5. Certification Incentives – City's Final Offer
6. Accrued Sick Compensation at Separation – Union's Offer (deferral)
  7. Sick Leave – Union's Offer (deferral)
  8. Sick Leave Accrual Maximum – Union's Offer (deferral)
  9. Health Insurance – Union's Final Offer
10. Additional Lieutenant Stipend for Administrative Duty – City's Final Offer
  11. EMT/Paramedic Stipend – Union's Final Offer
  12. Career Service Bonus – City's Final Offer
13. EMT Paramedic Preceptor Pay Bonus – City's Final Offer

Dated this 3<sup>rd</sup> day of January, 2009,  
at DeKalb, IL.



Marvin Hill, Jr.  
Arbitrator

Keith Foster

J. Dale Berry



B E F O R E  
MARVIN HILL, JR., ARBITRATOR

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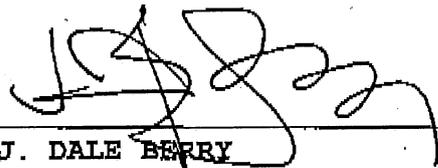
IN THE MATTER OF ARBITRATION	)	
	)	
Between	)	
	)	
CITY OF SYCAMORE, IL	)	
	)	
and	)	Interest Arbitration
	)	Case No. S-MA-08-267
IAFF LOCAL 3046	)	Successor Labor Agreement

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CONCURRENCE WITH AWARD

The Union concurs with the attached Award issued by the  
Chairman on January 3, 2009 in its entirety.

February 18, 2009

  
\_\_\_\_\_  
J. DALE BERRY

IAFF LOCAL 3046 PANEL MEMBER

IN THE MATTER OF ARBITRATION	)	
	)	
Between	)	
	)	
CITY OF SYCAMORE, an Illinois Municipal Corporation	)	
	)	Interest Arbitration
and	)	Case No.: S-MA-08-267
	)	Successor Labor Agreement
IAFF LOCAL 3046.	)	

CONCURRENCE AND PARTIAL DISSENT

The undersigned, on behalf of the City, concurs with all aspects of the attached award issued by the Chairman on January 3, 2009 with the exception of the following, which decision the undersigned respectfully dissents from:

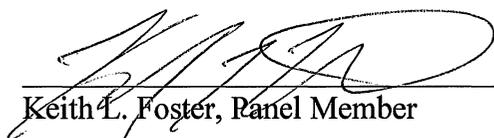
**2. Wages.**

In Arbitrator Hill’s opinion, he states, “[I] see no good reason for selecting a contractual provision that mandates negotiations on wages and insurance within months after this matter is settled.” This panel member sees compelling reasons for doing so. This statement is inconsistent with further language in the opinion where Arbitrator Hill states: “. . . Nothing prevents the Employer from considering any matter, even those covered by the collective bargaining agreement, in reaching an accord based on changed circumstances.” With this statement, the undersigned totally agrees. The world has, in fact, changed since the negotiations for this Agreement began, and it is fair to say that there has been a worldwide economic nosedive in the past several weeks. The economy in the United States has changed and the economy in the City of Sycamore has changed, neither of which are insignificant and the full picture of the economic decline was not known in early December, 2008 when this matter was argued. The changes are dramatic, unprecedented, and have been reported in the local, regional and national media on a daily (if not hourly) basis for several months. It is hard to imagine a more compelling reason to direct that the parties engage in negotiations for wages for the next fiscal year rather than selecting an arbitrary number that has no relevance to the current economic circumstances.

In addition, Arbitrator Hill has opined that the “uncertain economic climate” is not a basis to accept the one-year term, and states “the easy answer to the City’s argument is that no fire fighter (or police officer, or AFSCME member) holds any kind of tenure with the City. A severe downturn presumptively can be remedied with appropriate manpower or other cuts.” First of all, manpower cuts are never “easy” and should not and will not be taken lightly by the City of Sycamore. Such cuts will necessarily affect the lives of the firefighters and their families, and will potentially compromise the level of safety and security both parties have been striving to

accomplish for years. Second, and as importantly, one of the articles which have tentatively been agreed upon dealing with minimum manning, if it is a part of the ultimate contract, makes manpower cuts all but impossible, rendering Arbitrator Hill's suggested remedy an empty one.<sup>1</sup> While the Union's position on wages might not be unreasonable in ordinary circumstances, I could not find it to be the more reasonable of the two in light of the reality of the times we live in. These are extraordinary circumstances and, with all due respect, Arbitrator Hill has made an error in his award of the Union's position on the issue of wages.

Dated this 19<sup>th</sup> day of February, 2009.

  
Keith L. Foster, Panel Member

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<sup>1</sup> it is noted that nowhere in the evidence presented to the neutral Arbitrator were the tentative agreements submitted. Under the "ground rules", the parties were to submit the tentative agreements as "Exhibit 2", but that did not occur. In light of that omission, neither party is presumptively bound by the tentative agreements and, as a consequence, the manpower cut remedies that Arbitrator Hill notes in his opinion are possible but, again, will not be taken lightly by the City of Sycamore.