

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**In the Matter of the Arbitration**

**between**

**VILLAGE OF SKOKIE**

**and**

**SKOKIE FIREFIGHTERS LOCAL 3033  
IAFF**

**CASE NO.:** Arb. Ref. 12.250  
(Interest Arbitration)

**OPINION AND AWARD**

**APPEARANCES:**

For the Village: R. Theodore Clark, Jr.

For the Union: Lisa B. Moss, Esq.  
Martin P. Barr, Esq.

Date of Award: March 31, 2014

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## **I. BACKGROUND**

This is an interest arbitration proceeding between the Village of Skokie (“Village”) and Skokie Firefighters Local 3033 IAFF (“Union”) pursuant to Section 14 of the Illinois Public Labor Relations Act (“IPLRA”) to set the terms of a collective bargaining agreement (“Agreement”) for a bargaining unit of Firefighters and Fire Lieutenants, including those assigned as paramedics.<sup>1</sup> The parties’ predecessor Agreement was for the period 2009-2010, expiring April 30, 2010.<sup>2</sup>

## **II. ISSUES IN DISPUTE**

The following issues are in dispute.<sup>3</sup>

1. Duration;
2. Salaries;
3. Longevity pay;
4. EMT-P stipend;
5. Holidays;
6. Work day and week and computation of straight time pay;
7. Serving in an acting capacity;
8. Insurance;

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<sup>1</sup> 5 ILCS 315/14; 2009-2010 Agreement at Article I.

The parties have waived the statutory tri-partite panel established by Section 14 of the IPLRA. Tr. 4.

<sup>2</sup> 2009-2010 Agreement at Article XXV.

<sup>3</sup> See the parties’ final offers. References in the discussion in this matter to the Village’s final offers will be “Village Final Offer at \_\_\_\_”. Because the Union incorporated by reference some of its pre-hearing offers into its final offer, that distinction will be maintained — *i.e.*, “Union Final Offer at \_\_\_\_” or “Union Pre-Hearing Final Offer at \_\_\_\_”.

A number of issues were withdrawn. The Village withdrew issues concerning residency; uniforms and equipment; the non-economic component of serving in an acting capacity; promotions to the rank of captain; two-tier salary and retirement vacation allowance. Village Brief at 2-3. The Union withdrew a number of issues it had characterized as “legal issues to be corrected” (*e.g.*, probationary period, access to personnel files, disciplinary investigations, and the Entire Agreement provision) “... with a reservation of rights how the Village’s refusal to address such issues impacts this proceeding.” Union Brief at 5. The Union also withdrew its offer on promotion to the rank of Captain “... with reservation of rights to argue legal position.” Union Final Offer at 2. Should these withdrawn issues become disputed issues again, if they choose and agree, the parties can address them through the procedure set forth *infra* at V concerning my retained jurisdiction.

9. Physical fitness program;
10. Promotions

For economic issues remaining to be decided (issues 1-8), I am constrained by the IPLRA to select one of the parties' final offers. I therefore have no ability to set an economic term other than one of the offers made by the parties.<sup>4</sup> For the remaining non-economic item (issue 9), I am not statutorily required to accept a final offer, but I can fashion a provision different from those offered by the parties. As discussed *infra* at IV(10), the last issue in dispute involving promotions was previously decided by me in a *September 25, 2013 Interim Award (Promotions)* which followed a bench decision.<sup>5</sup>

### **III. THE STATUTORY FACTORS**

Section 14(h) of the IPLRA lists the following factors for consideration in interest arbitrations:

(h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(1) The lawful authority of the employer.

(2) Stipulations of the parties.

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

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

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<sup>4</sup> Section 14(g) of the IPLRA provides that "... [a]s to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h)."

<sup>5</sup> Tr. 403-404.

- (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 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.

#### **IV. DISCUSSION**

##### **1. Duration**

The Village seeks a five year term, commencing May 1, 2010 with an expiration date of April 30, 2015.<sup>6</sup>

The Union seeks a four year term, commencing May 1, 2010 with an expiration date of April 30, 2014.<sup>7</sup>

In *City of Rock Island and Illinois FOP Labor Council*, S-MA-11-183 (2013) at 5 and quoting my award in *City of Highland Park and Teamsters Local 700*

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<sup>6</sup> Village Final Offer at 1; Village Brief at 15-19.

<sup>7</sup> Union Final Offer at 1; Union Brief at 10-14.

(*Sergeants Unit*), S-MA-09-273 (2013) at 14, I addressed duration of collective bargaining agreements in uncertain economic times [footnotes omitted]:<sup>8</sup>

I have previously recognized a need to give parties a “breather” after difficult and lengthy contract negotiations and therefore have imposed longer contracts. However, I have also recognized that in unstable economic times, shorter contracts or reopeners in the out-years of an agreement are preferable so the parties can adapt to future and unknown ebbs and flows caused by the Great Recession and a struggling and still unknown recovery to more realistically address current existing economic conditions.

We are still in unstable economic times. The country is coming out of the Great Recession, but the recovery is not yet certain.

And that uncertainty of the recovery continues. See my recent award in *City of Highland Park and Illinois Council of Police (Patrol Unit)* (February 8, 2014) at 15-26 quoting a speech by then-Federal Reserve Chairman Ben Bernanke:

The economy is no doubt recovering — but that recovery is on a sluggish, shaky and roller coaster rebound.

In a recent speech to the American Economic Association on January 3, 2014, Federal Reserve Chairman Ben Bernanke reflected on the progress of the economic recovery:

\* \* \*

Despite this progress, the recovery clearly remains incomplete. At 7 percent, the unemployment rate still is elevated. The number of long-term unemployed remains unusually high, and other measures of labor underutilization, such

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<sup>8</sup> All awards cited in this opinion can be found at the Illinois Labor Relations Board’s (“ILRB”) website:

[www.state.il.us/ilrb/subsections/arbitration/IntArbAwardSummary.htm](http://www.state.il.us/ilrb/subsections/arbitration/IntArbAwardSummary.htm)

as the number of people who are working part time for economic reasons, have improved less than the unemployment rate. Labor force participation has continued to decline, and, although some of this decline reflects longer-term trends that were in place prior to the crisis, some of it likely reflects potential workers' discouragement about job prospects.

\* \* \*

To this list of reasons for the slow recovery--the effects of the financial crisis, problems in the housing and mortgage markets, weaker-than-expected productivity growth, and events in Europe and elsewhere--I would add one more significant factor--namely, fiscal policy. ...

We are in a slow and uncertain economic recovery from the Great Recession. Although "breathers" are often valuable to give parties the ability to just stay away from each other in the bargaining process so that they can hopefully be more objective during the next round of negotiations, on balance and given the uncertain recovery, the parties should get back to the bargaining table sooner rather than later to address how the terms and conditions of the next Agreement should reflect the slow and yet uncertain economic recovery.

The Union's offer for the shorter term (four year) Agreement is therefore adopted.<sup>9</sup>

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<sup>9</sup> This Agreement will therefore expire April 30, 2014. Article XXV has an automatic renewal provision which rolls the Agreement over "... from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement" — a notification requirement that cannot be met because of the date of this award and the termination date of the Agreement. Even though the parties were able to negotiate the 2009-2010 Agreement, the Union notes that the predecessor Agreement to that contract was not timely opened. Union Brief at 20 ("Unfortunately for the Union, prior to the expiration of the Agreement, it failed to timely open the contract for successor negotiations."). Given that it was impossible for the Union to open the next contract for negotiations because it did not know the expiration of this Agreement until this award issued, the language in Article XXV of the Agreement set by this award cannot be used to bar the parties from negotiating a new Agreement with a commencement date of May 1, 2014.

**2. Salaries**

**A. The Parties' Offers**

The parties propose the following on salaries:<sup>10</sup>

**TABLE 1**

Effective	Village	Union
5/1/10	2.0%	2.00%
11/1/10	1.0%	1.00%
5/1/11	2.0%	3.00%
11/1/11	1.0%	1.59%
5/1/12	2.0%	3.00%
11/1/12	1.0%	--
5/1/13	2.0%	3.00%
11/1/13	1.0%	--
Total	12.0%	13.59%

**B. The Salary Schedules From The Parties' Offers**

The salary schedules generated by the parties' offers are as follows:

**TABLE 2**  
**Village Offer - Firefighters**

Step	<u>4/30/10</u> <u>(End of</u> <u>Last</u> <u>Contract)</u>	<u>5/1/10</u> <u>(2%)</u>	<u>11/1/10</u> <u>(1%)</u>	<u>5/1/11</u> <u>(2%)</u>	<u>11/1/11</u> <u>(1%)</u>	<u>5/1/12</u> <u>(2%)</u>	<u>11/1/12</u> <u>(1%)</u>	<u>5/1/13</u> <u>(2%)</u>	<u>11/1/13</u> <u>(1%)</u>	Dif.	<u>Actual</u> <u>% Inc.</u>
A	55,323	56,429	56,994	58,134	58,715	59,889	60,488	61,698	62,315	6,992	12.64%
B	58,097	59,259	59,852	61,049	61,659	62,892	63,521	64,792	65,439	7,342	12.64%
C	61,081	62,303	62,926	64,184	64,826	66,123	66,784	68,119	68,801	7,720	12.64%
D	64,121	65,403	66,057	67,379	68,052	69,413	70,108	71,510	72,225	8,104	12.64%
E	67,367	68,714	69,401	70,790	71,497	72,927	73,657	75,130	75,881	8,514	12.64%
F	70,742	72,157	72,878	74,336	75,079	76,581	77,347	78,894	79,683	8,941	12.64%
F+	73,249	74,714	75,461	76,970	77,740	79,295	80,088	81,690	82,506	9,257	12.64%

<sup>10</sup> Village Final Offer at 2; Village Brief at 20; Union Final Offer at 1; Union Brief at 14-16.

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**TABLE 3**  
**Village Offer - Lieutenants**

<b>Step</b>	<b><u>4/30/10</u> <u>(End of</u> <u>Last</u> <u>Contract</u></b>	<b><u>5/1/10</u> <u>(2%)</u></b>	<b><u>11/1/10</u> <u>(1%)</u></b>	<b><u>5/1/11</u> <u>(2%)</u></b>	<b><u>11/1/11</u> <u>(1%)</u></b>	<b><u>5/1/12</u> <u>(2%)</u></b>	<b><u>11/1/12</u> <u>(1%)</u></b>	<b><u>5/1/13</u> <u>(2%)</u></b>	<b><u>11/1/13</u> <u>(1%)</u></b>	<b>Dif.</b>	<b><u>Actual</u> <u>% Inc.</u></b>
A	65,627	66,940	67,609	68,961	69,651	71,044	71,754	73,189	73,921	8,294	12.64%
B	68,918	70,296	70,999	72,419	73,144	74,606	75,352	76,859	77,628	8,710	12.64%
C	72,354	73,801	74,539	76,030	76,790	78,326	79,109	80,691	81,498	9,144	12.64%
D	75,998	77,518	78,293	79,859	80,658	82,271	83,093	84,755	85,603	9,605	12.64%
E	79,775	81,371	82,184	83,828	84,666	86,359	87,223	88,968	89,857	10,082	12.64%
F	83,753	85,428	86,282	88,008	88,888	90,666	91,572	93,404	94,338	10,585	12.64%
F+	86,673	88,406	89,291	91,076	91,987	93,827	94,765	96,660	97,627	10,954	12.64%

**TABLE 4**  
**Union Offer - Firefighters**

<b>Step</b>	<b><u>4/30/10</u> <u>(End of</u> <u>Last</u> <u>Con- tract</u></b>	<b><u>5/1/10</u> <u>(2%)</u></b>	<b><u>11/1/10</u> <u>(1%)</u></b>	<b><u>5/1/11</u> <u>(3%)</u></b>	<b><u>11/1/11</u> <u>(1.59%)</u></b>	<b><u>5/1/12</u> <u>(3%)</u></b>	<b><u>5/1/13</u> <u>(3%)</u></b>	<b>Dif.</b>	<b><u>Actual</u> <u>% Inc.</u></b>
A	55,323	56,429	56,994	58,704	59,637	61,426	63,269	7,946	14.36%
B	58,097	59,259	59,852	61,647	62,627	64,506	66,441	8,344	14.36%
C	61,081	62,303	62,926	64,813	65,844	67,819	69,854	8,773	14.36%
D	64,121	65,403	66,057	68,039	69,121	71,195	73,330	9,209	14.36%
E	67,367	68,714	69,401	71,484	72,620	74,799	77,043	9,676	14.36%
F	70,742	72,157	72,878	75,065	76,258	78,546	80,902	10,160	14.36%
F+	73,249	74,714	75,461	77,725	78,961	81,330	83,769	10,520	14.36%

**TABLE 5**  
**Union Offer - Lieutenants**

<b>Step</b>	<b><u>4/30/10</u> <u>(End of</u> <u>Last</u> <u>Contract</u></b>	<b><u>5/1/10</u> <u>(2%)</u></b>	<b><u>11/1/10</u> <u>(1%)</u></b>	<b><u>5/1/11</u> <u>(2%)</u></b>	<b><u>11/1/11</u> <u>(1%)</u></b>	<b><u>5/1/12</u> <u>(2%)</u></b>	<b><u>5/1/13</u> <u>(2%)</u></b>	<b>Dif.</b>	<b><u>Actual</u> <u>% Inc.</u></b>
A	65,627	66,940	67,609	69,637	70,744	72,867	75,053	9,426	14.36%
B	68,918	70,296	70,999	73,129	74,292	76,521	78,816	9,898	14.36%
C	72,354	73,801	74,539	76,775	77,996	80,336	82,746	10,392	14.36%
D	75,998	77,518	78,293	80,642	81,924	84,382	86,913	10,915	14.36%
E	79,775	81,371	82,184	84,650	85,996	88,576	91,233	11,458	14.36%
F	83,753	85,428	86,282	88,871	90,284	92,992	95,782	12,029	14.36%
F+	86,673	88,406	89,291	91,969	93,432	96,234	99,122	12,449	14.36%

**C. Analysis Of The Parties' Salary Offers**

**1. The "Real Numbers"**

What should jump out at anyone analyzing salary offers is that the total percentage wage offers (here, 12% by the Village and 13.59% by the Union) are not real numbers. Like savings accounts (or at least like they used to), wage offers compound over the life of a collective bargaining agreement. After the first wage increase, the remaining years are built upon percentages applied to the prior year's wage increase, which were, in turn, built upon percentage increase applied to the years before that. Therefore, as shown by the above tables 2-5, the Village's 12% offer is really 12.64% and the Union's 13.59% offer is really 14.36%.<sup>11</sup>

**2. Cost of Living**

**a. Over The Life Of The Agreement**

Cost of living is an applicable factor to be considered.<sup>12</sup> Data from the Bureau of Labor Statistics (current data for February 2014) show that for period May 1, 2010 through the present, the cost of living has increased 7.61%.<sup>13</sup>

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<sup>11</sup> For example, a Step F+ Firefighter's actual percentage wage increase is calculated by subtracting the amount earned at the expiration of 2009-2010 Agreement from the amount earned at end of the 2010-2014 Agreement and dividing the result by the amount earned at the expiration of 2009-2010 Agreement. That is  $82,506 - 73,249 = 9,257$ .  $9,257 / 73,249 = 0.12638$  (12.64%). That is how, because of compounding, a 12% offer is really 12.64%.

<sup>12</sup> Section 14(h)(5) ("The average consumer prices for goods and services, commonly known as the cost of living.").

<sup>13</sup> By accessing that website for the BLS data bases, the latest CPI comparisons can be made through designation of year ranges for U.S. All items, 1982-84=100 and retrieving the data. That website is:

<http://data.bls.gov/cgi-bin/surveymost?cu>

The BLS data bases show:

**CPI From January 1, 2013 Through December 31, 2013**

<b>Begin 5/10</b>	<b>End 2/14</b>	<b>CPI Change</b>
218.178	234.781	7.61%

[footnote continued]

Comparison of the parties' offers to the cost of living increase over the life of the Agreement shows the following:

**TABLE 6**  
**Offers Compared To Cost Of Living Increase**

<b>Cost of Living Increase ("COL")</b>	<b>Village Total Offer</b>	<b>Dif. From COL</b>	<b>Village Actual Offer</b>	<b>Dif. From COL</b>	<b>Union Total Offer</b>	<b>Dif. From COL</b>	<b>Union Actual Offer</b>	<b>Dif. From COL</b>
7.61%	12.0%	<b>4.39%</b>	12.64%	<b>5.03%</b>	13.59%	<b>5.98%</b>	14.36%	<b>6.75%</b>

Thus, if the offers are looked at over the life of the Agreement, both offers *far* exceed the cost of living increase for that period, with the Village's total offer of 12% exceeding the cost of living by 4.39% (5.03% as it compounds) and the Union's total offer of 13.59% exceeding the cost of living by 5.98% (6.75% as it compounds).

**b. On A Contract Year Basis**

It is also possible to examine the parties' wage offers by looking at the contract years and comparing the yearly wage offers to cost of living increases for each year. That analysis shows the following:<sup>14</sup>

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[continuation of footnote]

$$234.781 - 218.178 = 16.603. \quad 16.603 / 218.178 = 0.07609 \text{ (7.61\%).}$$

Given that I have accepted the Union's offer for a four year contract, in terms of cost of living BLS data, there are two more months to go before the Agreement expires — March and April 2014. Given the very low rate of inflation rate over the past several years, it is highly doubtful that date for the last two months until the Agreement expires will change the analysis.

<sup>14</sup> As before, the cost of living data come from the BLS data bases described at note 13, *supra*. Because of proposed equity adjustments occurring mid-contract in various contract years, the individual contract years are best examined for comparison purposes by looking at the increases in the contract as they occur and then compare those increases to the cost of living increases for those individual periods. And as before, because of BLS data are only available through February 2014, the last segment can only be looked at up to that period.

The specific numeric breakdown for the cost of living change over the six month intervals caused by the mid-year equity adjustments in each of the contract year is as follows:

[footnote continued]

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**TABLE 7**

<b>Contract Year</b>	<b>Contract Period</b>	<b>Cost of Living Increase ("COL")</b>	<b>Village Offer</b>	<b>Dif. From COL</b>	<b>Union Offer</b>	<b>Dif. From COL</b>
2010-2011	5/1/10 - 10/30/10	0.24%	2.00%	<b>1.76%</b>	2.00%	<b>1.76%</b>
	11/1/10 - 4/30/11	2.79%	1.00%	<b>-1.79%</b>	1.00%	<b>-1.79%</b>
2011-2012	5/1/11 - 10/30/11	0.20%	2.00%	<b>1.80%</b>	3.00%	<b>2.80%</b>
	11/1/11 - 4/30/12	1.70%	1.00%	<b>-0.70%</b>	1.59%	<b>-0.11%</b>
2012-2013	5/1/12 - 10/30/12	0.65%	2.00%	<b>1.35%</b>	3.00%	<b>2.35%</b>
	11/1/12 - 4/30/13	1.00%	1.00%	<b>0.00%</b>	--	<b>-1.00%</b>
2013-2014	5/1/13 - 10/30/13	0.26%	2.00%	<b>1.74%</b>	3.00%	<b>2.74%</b>
	11/1/13 - 2/28/14	0.73%	1.00%	<b>0.27%</b>	--	<b>-0.73%</b>

Under this view of the cost of living comparisons, the first year of the Agreement favors neither party (the offers were the same).

In the remaining six contractual six-month periods for years 2011-2012, 2012-2013 and 2013-2014, the Village's offer equals or exceeds changes in the cost of living in five of the six contractual six-month periods.<sup>15</sup> The Union's offer exceeds the cost of living in three of the six contractual six-month periods for years 2011-2012, however, two of the periods are below the cost of living only because the Union did not make an offer for those periods (the periods ef-

*[continuation of footnote]*

<b>Contract Year</b>	<b>Period</b>	<b>Begin</b>	<b>End</b>	<b>Dif.</b>	<b>COL Increase</b>
2010-2011	5/10-10/10	218.178	218.711	0.533	0.24%
	11/10-4/11	218.803	224.906	6.103	2.79%
2011-2012	5/11-10/11	225.964	226.421	0.457	0.20%
	11/11-4/12	226.230	230.085	3.855	1.70%
2012-2013	5/12-10/12	229.815	231.317	1.502	0.65%
	11/12-4/13	230.221	232.531	2.310	1.00%
2013-2014	5/13-10/13	232.945	233.546	0.601	0.26%
	11/13-2/14	233.069	234.781	1.712	0.73%

<sup>15</sup> See "Dif. From COL" for the Village's offer for periods beginning May 1, 2011, May 1, 2012, November 1, 2012, May 1, 2013 and November 1, 2013 in Table 7 which are all equal to or greater than the cost of living change for that period.

fective November 1, 2012 and November 1, 2013) but instead made 3.0% offers effective May 1 of those years.<sup>16</sup> But the key is how far the Union's three, 3.0% offers were in excess of the cost of living for all of the periods in which they were made (2011, 2012 and 2013). The Union's 3% offers effective May 1, 2011, May 1, 2012 and May 1, 2013, exceeded the cost of living by 2.80%, 2.35% and 2.74% respectively for those three six-month periods, which is far more than the Village's offers beginning on those dates, which *also* exceeded the cost of living (by 1.80%, 1.35% and 1.74%).<sup>17</sup> By seeking 3% increases in each of those years effective May 1, the Union's offers for those years drove the percentages far in excess of the cost of living increases for those periods when the Village's offers were closer to, but still also substantially in excess of the cost of living changes.

### **c. Conclusion On The Cost Of Living**

Looking at the parties' offers either on an overall or contract year basis, the cost of living factor clearly favors the Village's offer as it is closest to the cost of living increases for the periods involved.

### **3. Overall Compensation**

Another applicable factor is the overall compensation presently received by the employees, including direct wage compensation.<sup>18</sup>

There are seven steps on the salary schedule (A-F+) based on length of service and a requirement of having to meet of Departmental standards.<sup>19</sup>

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<sup>16</sup> See "Dif. From COL" for the Union's offer in Table 7.

<sup>17</sup> See "Dif. From COL" for the Union's and the Village's offers in Table 7.

<sup>18</sup> Section 14(h)(6).

<sup>19</sup> Agreement at Sections 6.1 and 6.2.

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According to the Village, as of May 1, 2010, there were 74 employees who had “topped out” (*i.e.*, were at Step F+).<sup>20</sup> As shown by the above Tables 2-3, for a Firefighter who “topped out” at Step F+ prior to May 1, 2010 and makes no further step movements over the life of the Agreement, that individual will receive a 12.64% actual increase under the Village’s offer and a 14.36% actual increase under the Union’s offer.

However, according to the Village, in addition to the 74 employees who have topped out, as of May 1, 2010, there were 11 employees who were below Step F+. Therefore, over the life of the Agreement, those 11 employees make step movements.<sup>21</sup> The distribution of those employees was as follows:<sup>22</sup>

**TABLE 8**

<b>Step</b>	<b>No. of Employees</b>
C	1
D	4
E	2
F	4

To keep the analysis simple, I will assume for the sake of discussion that those 11 employees are Firefighters and that all remained employed over the life of the Agreement.<sup>23</sup>

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<sup>20</sup> Village Exhibits at Tab 6.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> That is not completely the case as one employee resigned and others have been hired after the commencement of the Agreement. *Id.* However, those occurrences do not change the analysis of how step movements further impact wage offers for considering total compensation. The numbers of employees may change at the various step levels, but the percentage increases will be applicable as they are uniform.

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Under Section 6.2, Step movements after Step C to F are at yearly intervals. And to move from Step F to F+, an employee must be in Step F for one year. Therefore, given the four year agreement and assuming for the sake of discussion that we are looking at Firefighters, the impact of the wage offers on step movements (or lack thereof for those who have topped out), the following results from the parties offers:<sup>24</sup>

**TABLE 9**  
**Village Offer With Step Movements**

<b>Step/Step Movements</b>	<b>No. of Employees</b>	<b>No. of Step Movements</b>	<b>4/30/10 (End of 2009-2010 Agreement)</b>	<b>4/30/14 (End of 2010-2014 Agreement)</b>	<b>Total Increase</b>	<b>Actual Percentage Wage Increase</b>
<b>Step C to F</b>	1	4	61,081 (C)	79,683 (F)	18,602	30.45%
<b>Step D to F</b>	4	3	64,121 (D)	79,683 (F)	15,562	24.27%
<b>Step E to F+</b>	2	2	67,367 (E)	82,506 (F+)	15,139	22.47%
<b>Step F to F+</b>	4	1	70,742 (F)	82,506 (F+)	11,764	16.63%
<b>Step F+</b>	74	0	73,249 (F+)	82,506 (F+)	9,257	12.64%

**TABLE 10**  
**Union Offer With Step Movements**

<b>Step/Step Movements</b>	<b>No. of Employees</b>	<b>No. of Step Movements</b>	<b>4/30/10 (End of 2009-2010 Agreement)</b>	<b>4/30/14 (End of 2010-2014 Agreement)</b>	<b>Total Increase</b>	<b>Actual Percentage Wage Increase</b>
<b>Step C to F</b>	1	4	61,081 (C)	80,902 (F)	19,821	32.45%
<b>Step D to F</b>	4	3	64,121 (D)	80,902 (F)	16,781	26.17%
<b>Step E to F+</b>	2	2	67,367 (E)	83,769 (F+)	16,402	24.35%
<b>Step F to F+</b>	4	1	70,742 (F)	83,769 (F+)	13,027	18.41%
<b>Step F+</b>	74	0	73,249 (F+)	83,769 (F+)	10,520	14.36%

<sup>24</sup> See Tables 2-5, *supra*. Actual hire dates may vary these numbers. Also, meeting Departmental standards as required in Section 6.2 will be assumed.

In brief, as shown by the above example, in terms of *real* percentage increases and *real* money, over the life of the four year Agreement, the Village's 12% offer increases employees' income from \$9,257 to \$18,602, which is from 12.64% to 30.45% (Table 9), while the Union's 13.59% offer increases employees' income from \$10,520 to \$19,821, which is from 14.36% to 32.45% (Table 10).

Given the *actual* impact of the offers, the Village's offer of 12% is certainly substantial and the overall compensation factor for wages therefore favors the Village's offer.

Further, under this award, there are other areas of compensation where the employees' received increases over the 2009-2010 Agreement. As discussed *infra* at IV(3), (4) and (7), in addition to the wage increases, the employees will be receiving increases in longevity pay, EMT-P stipend and acting-up pay. Additionally, as discussed *infra* at IV(8), there will be no increase in the employees' insurance premium percentage payments.

Under the Village's wage offer and taking into consideration how that wage offer really works with the step movements along with increases in other economic terms, these are all substantial increases over the 2009-2010 Agreement. The overall compensation factor clearly favors the Village's offer.

#### **4. Internal Comparability**

Internal comparability should also be considered.

The police are represented by the Fraternal Order of Police ("FOP"). There was a contract covering the period May 1, 2008 through April 30, 2012 between the Village and the FOP and an interest arbitration in *Village of Skokie and Illinois Fraternal Order of Police Labor Council*, S-MA-12-124 (Perkovich,

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January 6, 2014) for a new three year agreement which goes through April 30, 2015. In his January 6, 2014 award, Arbitrator Robert Perkovich remanded the wage issue to the parties for further bargaining because of an intervening award by Arbitrator Steven Bierig concerning which comparables could be used for determining an equity adjustment for the police. In the end, by Supplemental Award and Order dated March 10, 2014, Arbitrator Perkovich noted that he was notified by the FOP that “in the interests of both parties for (it) to accept the (Employer’s) final wage offer ....” and Arbitrator Perkovich adopted the Village’s final offer in that proceeding.

When the smoke clears from the Village’s litigation with the FOP, for the overlapping periods covered by this dispute and the two FOP contracts, the police received wage increases as follows which are compared to the parties’ offers in this case:<sup>25</sup>

**TABLE 11**

<b>Effective</b>	<b>Police Increase</b>	<b>Village Offer</b>	<b>Union Offer</b>
5/1/10	2.00%	2.00%	2.00%
11/1/10	1.00%	1.00%	1.00%
5/1/11	3.00%	2.00%	3.00%
11/1/11	1.59%	1.00%	1.59%
5/1/12	2.25%	2.00%	3.00%
11/1/12	--	1.00%	--
5/1/13	2.50%	2.00%	3.00%
11/1/13	--	1.00%	--
<b>Total</b>	<b>12.34%</b>	<b>12.0%</b>	<b>13.59%</b>

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<sup>25</sup> External and Internal Comparables, Volume 2, Tab 16 at Article XIII; Perkovich Police Award adopting the Village’s offer; Village Brief at 36.

Just looking at the results of the internal comparable police unit for the relevant period, the Village's 12% offer in this case is closer to the wage increases received by the police (12.34%) than is the Union's 13.59% offer. Internal comparability favors the Village's offer on wages.

## **5. External Comparables And The "Rigoni Promise"**

### **a. External Comparability**

As interest arbitrations followed the passage of the IPLRA, the arbitrators (including the undersigned) utilized the external comparability factor as *the* driving force for deciding the disputes.<sup>26</sup> The arbitrators did so, even though the IPLRA did not define "comparable communities" and that factor was just part of one of the eight listed in Section 14(h). And even though there was no definition for "comparable communities", as the years went by the parties got creative in defining "comparable communities" and how to use them through

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<sup>26</sup> Section 14(h)(4) (the "[c]omparison 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) [i]n public employment in comparable communities."). See Benn, "A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act," Illinois Public Employee Relations Report, Vol. 15, No. 4 (Autumn 1998) at 6, note 4 [emphasis added]:

... The parties in these proceedings often choose to give comparability the most attention. See Peter Feuille, "Compulsory Interest Arbitration Comes to Illinois," Illinois Public Employee Relations Report, Spring, 1986 at 2 ("Based on what has happened in other states, most of the parties' supporting evidence will fall under the comparability, ability to pay, and cost of living criteria. ... [o]f these three, comparability usually is the most important.").

See also, my awards in *Village of Streamwood and Laborers International Union of North America*, S-MA-89-89 (1989); *City of Springfield and Policemen's Benevolent and Protective Association, Unit No. 5*, S-MA-89-74 (1990); *City of Countryside and Illinois Fraternal Order of Police Labor Council*, S-MA-92-155 (1994); *City of Naperville and Illinois Fraternal Order of Police Labor Council*, S-MA-92-98 (1994); *Village of Libertyville and Illinois Fraternal Order of Police Labor Council*, S-MA-93-148 (1995); *Village of Algonquin and Metropolitan Alliance of Police*, S-MA-95-85 (1996); *County of Will/Will County Sheriff and MAP Chapter #123*, S-MA-00-123 (2002) and *County of Winnebago and Sheriff of Winnebago County and Illinois Fraternal Order of Police Labor Council*, S-MA-00-285 (2002), where issues were decided by my placing heavy emphasis on external comparable communities.

application of what appeared to be randomly chosen geographic circles, medians, averages, etc.<sup>27</sup>

What the parties appeared to be doing was determining comparability with the bottom line that a community was “comparable” if it paid or provided benefits at levels which were comparable to what the party was seeking for the community involved in the interest arbitration proceeding. There is nothing wrong with that — that is just good advocacy. See my award in *Village of Streamwood*, *supra* at 21-22:

It is not unusual in interest arbitrations for parties to choose for comparison purposes those communities supportive of their respective positions. The concept of a true “comparable” is often times elusive to the fact finder. Differences due to geography, population, department size, budgetary constraints, future financial well-being, and a myriad of other factors often lead to the conclusion that true reliable comparables cannot be found. The notion that two municipalities can be so similar (or dissimilar) in all respects that definitive conclusions can be drawn tilts more towards hope than reality. The best we can hope for is to get a general picture of the existing market by examining a number of surrounding communities.

My approach for selecting comparable communities focused on the Section 14(h)(2)’s “[s]tipulations of the parties” factor. Utilizing that section, I looked to see if the parties agreed upon — *i.e.*, “stipulated” — to any communi-

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<sup>27</sup> There was even a “scientific” methodology attempted. *Agglomerative Hierarchical Cluster Analysis* from Bingham and Felbinger, *Municipal Labor Negotiations: Identifying Comparable Cities*, J. Collective Negotiations, Vol. 18(3) 193-207 (1989) which “explains a method for systematically and empirically identifying comparable communities for local labor disputes” which used 33 variables and were subjected to a factor analysis ultimately resulting in seven factors (poverty/dependence, working class, aging, manufacturing, density, bedroom and size) with an observation that “... nothing (sic) is more arbitrary than arbitrators”. *Id.* at 197. The problem with that method (aside from its castigation of arbitrators, which was not wise if the authors wanted arbitrators to use the methodology) was that when the methodology was applied, suburban Chicago communities, were more comparable to Springfield than Urbana, Champaign and Normal — a somewhat dubious result. *City of Springfield*, *supra* at 13, note 15.

ties as being “comparable” and, if they did, I used those communities to set a range and then looked at reasonably relevant factors such as population, distance from community, department size, number of employees, median income of community, sales tax revenue, EAV, general fund revenue, etc., to see how often contested communities fell within (or came close to) the range of communities agreed upon by the parties as being comparable. If there were sufficient contacts with the range of agreed-upon communities, then contested communities were also “comparable communities”.<sup>28</sup>

But comparability was still *the* driving factor for these cases. I just used what I thought was a reasonable method of determining comparability when the IPLRA gave no guidance as to how to do so, except for telling interest arbitrators in Section 14(h) that they *could* consider — through use of the phrase “as applicable” and not “shall consider” — “comparable communities” as one of the factors. However, given the weight that was attached to comparables as the interest arbitration awards rolled out after passage of the IPLRA, once those comparable communities were established, the decision was, for all purposes, over.

With respect to collective bargaining and interest arbitrations, the advocates in this case are as skilled and experienced as they come. And their conclusions on what the external comparables show in this matter makes the point about how uncertain and vague the notion of what “comparable communities” means and how they should be used.

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<sup>28</sup> “A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act,” *supra*.

According to the Village, after making comparisons, the Village concludes, "... Skokie's ranking improves from 9th as of May 1, 2008 to 8th place as of November 1, 2013."<sup>29</sup> According to the Union, however, after making the comparisons, "[b]y 2013, the Union offer improves the Village's rank from No. 9 in May 2008, to No. 8 in May 2013 [and i]n contrast, the Village's final wage offer in November 2012 increases the Firefighter rank from 11 to 10, but by May 2013 the rank decreases again to 11."<sup>30</sup> So with the same information in the public domain, the Village concludes that by 2013, "... Skokie's ranking improves ... to 8th place ..." and the Union concludes, "... the [Village's] rank decreases again to 11."

How can there be such a disparity if the parties are using the same information? The answer is that "comparable communities" is not defined by the statute; is wide-open to interpretation; and, through good advocacy, its use can be easily manipulated. But the external comparability factor was (and for some continues to be) *the* driving force for resolving these disputes. It is no wonder these cases became hard to settle.

And then the Great Recession of 2008 hit us and crushed the economy. Revenue streams dried up, massive layoffs occurred and parties in the public sector had to scramble to deal with the new landscape.

Even though I was a staunch advocate for placing heavy reliance on external comparability, after the Great Recession hit I questioned the heavy reliance on external comparables to establish wage and benefit rates in one community based on the experiences in other communities when the contracts that

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<sup>29</sup> Village Brief at 26.

<sup>30</sup> Union Brief at 23.

were being used for comparison purposes were negotiated before the Great Recession or were in communities that may not have all fared the same in dealing with the Great Recession and its aftermath. See my award in *Highland Park Patrol Unit*, *supra* at 13-15, 18 [citations omitted]:

... [S]ince the jolt of the Great Recession which started in 2008 and until the economy sufficiently recovers, I have, for now, turned away from looking at external comparables to decide these cases. In a time of (and following) such a massive economic upheaval, it just does not make sense to me to impose wage and benefit rates on one community based upon experiences in other communities where contracts in those other communities may have been negotiated before the Great Recession, new contracts following the Great Recession may have been negotiated or imposed on a non-precedential basis to buffer against the uncertainties caused by the Great Recession, or where the communities in question may have experienced the long-term effects of the Great Recession in different ways.

\* \* \*

I am still not persuaded that the “good old days” are back “where external comparables play an important role.” The economy is no doubt recovering — but that recovery is on a sluggish, shaky and roller coaster rebound.

\* \* \*

Section 14(h) provides that I look at “... the following factors, *as applicable*” [emphasis added]. As far as I am concerned, we are not yet at a point in the recovery from the Great Recession to cause these cases to again be decided so heavily on external comparability, which literally amounts to setting a wage or benefit rate in one community based upon how other communities set their rates (either voluntarily or through the interest arbitration process) when the experiences of the comparable communities may be vastly different coming out of the Great Recession and when, in Chairman Bernanke’s words, “... the recovery clearly remains incomplete ... [and is a] slow recovery ...” and a stock market starting the year with “stocks slide as jitters persist” with a “bad 2014 omen” and “... reports suggesting the U.S. economy entered 2014 on a weaker footing than previously thought” which are followed by “slow jobs growth stirs worry”. As far

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as the economy is concerned, these kinds of reports do not cause one to be confident that we are really out of the woods.

Since the Great Recession began in 2008, my focus in deciding these disputes has shifted to the economy (as best reflected through the cost of living factor) along with the overall compensation factor, and internal comparability so as to better reflect what is going on in the particular community where the interest arbitration is occurring.<sup>31</sup>

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<sup>31</sup> See my award in *City of Rock Island*, *supra* at 16-18 [emphasis in original]:

... As I have discussed in other interest arbitration awards, while external comparability was at one time (prior to the Great Recession) *the* driving factor in resolving wage disputes in interest arbitrations (and I was a big proponent of use of that factor), since the crash and until there is a sufficient recovery, I have turned to more reliable factors geared towards the state of the economy — particularly the cost of living. See my recent award in *City of Highland Park [and Teamsters Local 700 (Sergeants Unit)]*, S-MA-09-273 (February 25, 2013)] at 11-12 [citations and footnotes omitted]:

The external comparability factor has been the source of some controversy since the country was hit with the Great Recession in 2008. As the Union points out, I have previously found that the impact of the Great Recession has caused external comparability to take a back seat to factors more geared to reflect the status of the economy, such as the cost-of-living. I do not know how the non-precedential comparable communities chosen by the parties did during the Great Recession. Were some hit harder than others? How did their experiences compare with the City's experience? Were contracts they negotiated with their various labor organizations negotiated on a non-precedential basis and therefore are of questionable reliance? While the factors in Section 14(h) are vague and in many cases not defined (*e.g.*, what *exactly* are "comparable communities" and what *exactly* are "[s]uch other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in 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"?), under Section 14(h) those vague factors are to be chosen for analysis only "... as applicable".

\* \* \*

Of late and until the economy sufficiently turns around so that interest arbitrators and the parties can again make "apples to apples" comparisons for comparability purposes, my focus has been on the best indicator of how the economy is doing — *i.e.*, the cost-of-living factor. ...

I am still not yet satisfied that the economy has sufficiently recovered to return to a time when one municipality's fate should be determined by the outcome of interest arbitration proceedings or negotiations in other communities — even if those other communities are technically "comparable". ... I know there is disagreement on the use of external comparables, but I am just not convinced that we are out of the woods yet ... to conclude that the economy is on sufficiently sound footing to

[footnote continued]

In this case, the parties discuss comparability at length and their arguments hinge in great part on that factor.<sup>32</sup> Taken independently from the implications of the “Rigoni Promise” discussed *infra* at IV(2)(C)(5)(b), as I stated in the *Highland Park Patrol Unit* award quoted *supra* (which issued February 8, 2014), I am still not of the opinion that the economy has sufficiently recovered from the Great Recession to allow external comparability to again drive these cases like it did before the Great Recession. Section 14(h) provides that I look at “... the following factors, as applicable ...” As far as I am concerned, we are not yet there for the return of external comparability as an “applicable factor”. For now, external comparability it is not, in my opinion, an “applicable” factor.<sup>33</sup>

What does my hiatus on use of external comparability do for the collective bargaining process? It forces *the parties* to settle these disputes with less of a need to go through long and drawn-out interest arbitration proceedings. As the parties tip-toe through the aftermath of the Great Recession, the wild-card external comparability factor is best kept out of the picture. The parties

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[continuation of footnote]

again give such great — indeed, determinative — weight based on what happened in communities outside of the one in dispute.

I find that in this case that the external comparability factor is not an “applicable” factor under Section 14(h) and I give it no weight.

See also, *Highland Park Patrol Unit*, *supra* at 20-28.

<sup>32</sup> Union Brief at 23-28; Village Brief at 23-28.

<sup>33</sup> “Wisdom too often never comes, and so one ought not to reject it merely because it comes late.” *Henslee v. Union Planters National Bank & Trust Co.*, 335 U.S. 595, 600 (1949) (Frankfurter, dissenting) — a quote brought to my attention by Arbitrator John Fletcher.

Maybe the interest arbitrators and the parties simply put too much emphasis on one factor in deciding these cases and that emphasis left the process rudderless at a time when direction was sorely need as the Great Recession caused such havoc on so many for so long. But the decisive weight we all gave to the external comparability factor must cause a second look (at least it does for me) as to why the successes or failures in one community should *drive* the results in another community which, although “comparable” may in reality have had different experiences (both positive and negative) during and coming out of the Great Recession.

know what the cost of living is and what the economic projections show; they know what has happened or is going to happen internally; and they know the overall impact of the various wage and benefit offers. And they also know that the interest arbitrator (if he or she is doing the job correctly by consistently following their own prior decisions to provide stability) is not going to award a breakthrough either through establishing a new benefit or reducing an existing one unless there is a showing that the existing system is broken — which is a heavy burden to meet. And that means that through prior awards of the arbitrator, the interest arbitrator has effectively drawn a circle — an outer boundary — within which the parties can navigate and negotiate and if there are any major changes outside of that boundary, *the parties* will have to bargain and trade for those changes because an interest arbitrator is not going to give it to them.

I recognize that my arbitrator colleagues may differ on this approach and many have returned (or never left) their heavy reliance upon external comparability. I respect that. However, since the passage of the IPLRA, as an arbitrator and mediator, I have been involved in many interest arbitration proceedings and negotiations for collective bargaining agreements in the public sector in this state. At this uncertain time, I see no other practical way to get through what was a nightmare caused by the Great Recession — one which may not yet be over. I just cannot give weight to external comparability.<sup>34</sup>

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<sup>34</sup> The ILRB website posts the interest arbitration awards issued since the passage of the IPLRA:

[www.state.il.us/ilrb/subsections/arbitration/IntArbAwardSummary.htm](http://www.state.il.us/ilrb/subsections/arbitration/IntArbAwardSummary.htm)

The ILRB also lists the Mediation/Arbitration Roster:

[www.state.il.us/ilrb/subsections/arbitration/roster.htm](http://www.state.il.us/ilrb/subsections/arbitration/roster.htm)

According to the ILRB website, with this award and the interim award in this matter, I have now issued some 70 interest arbitration awards since the passage of the IPLRA, far in excess of

*[footnote continued]*

**b. The “Rigoni Promise”**

However, notwithstanding my current reluctance to place decisive weight on a factor that I do not believe is “as applicable” as stated in Section 14(h) as it once was, the parties are free to do so.

And from the record, it appears that the parties were looking at comparable communities when they negotiated the 2009-2010 Agreement with an eye towards this Agreement.

The 2009-2010 Agreement came after the Union failed to timely reopen the 2006-2009 Agreement.<sup>35</sup> Nevertheless, the parties negotiated the 2009-2010 Agreement.<sup>36</sup>

By letter dated July 20, 2009 to former Village Manager Albert Rigoni, the Union’s Executive Board expressed its dissatisfaction with the terms on the table for the 2009-2010 Agreement:<sup>37</sup>

\* \* \*

On its face, the above terms are not acceptable to the membership or this Executive Board. Currently, we are near the bottom of our comparable jurisdictions when looking at base salary for firefighters, firefighter/paramedics and fire-

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[continuation of footnote]

any other arbitrator on the roster. I do not make this point from ego — the advocates and my colleagues know me better. I only make this point from long experience in this process. The parties have to be turned loose to resolve these matters *on their own* and, if an interest arbitrator is needed, ideally the arbitrator should be functioning in the role of assisting through “med-arb” and being in the position to outline in all likelihood what is going to happen if the parties do not settle and if the dispute goes to full interest arbitration. By taking the wild-card external comparability out of the mix for now as a factor which is not “applicable” and knowing what the arbitrator is going to do if the case goes to full interest arbitration, that is what happens — the parties are better equipped to chart their own fates rather than having an outsider do it for them. Interest arbitration “... must be the *absolute* last resort.” *Highland Park Sergeants, supra* at 5 [emphasis in the original].

<sup>35</sup> Union Brief at 20.

<sup>36</sup> *Id.*

<sup>37</sup> Union Exhibit Book 1 at Tab 17. The offer at that time from the Village was a 1% wage increase; a reduction in employee contribution of total health insurance premium to 12%; and wage adjustments equal to that offered Village-wide effective November 1, 2009). *Id.*

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fighter/Lieutenants. When looking at our total benefit package (salary, longevity, furlough days, Kelly days, holiday pay, specialty pay, etc...) we are at the bottom of our comparable jurisdictions. Agreeing to the Village's proposal will further diminish our ranking among the comparables.

Our current standing among our comparables is unacceptable to the membership on many levels. The membership cannot accept the fact that our department is at the top of the list when it comes to professionalism, productivity and work product but at the bottom when it comes to wages and benefits. While not affecting our work on the street or at the firehouses, our respective positioning is killing morale. The membership is disgruntled and rightfully so.

\* \* \*

By letter dated July 28, 2009, Village Manager Rigoni responded to Union Vice President Stanley Goolish:<sup>38</sup>

\* \* \*

I believe the offer to be a magnanimous gesture by the Village given that the Union missed the notice deadline and therefore the Union is entitled to no change at all in wages and benefits for Fiscal Year 2009/10. All other employees of the Village have accepted the wage offering. Yet, the Union has rejected the Village off the record proposal.

In our phone conversation, you represented that the firefighters are now in 10th position. You asked that I commit to moving the ranking up from that position. Provided we are discussing a multi-year contract, I am please to make that commitment.

\* \* \*

In conclusion, I suggest the Union accept the Village off the record offer for 2009/10 and close this fiscal year, the Union drop the litigation and we begin immediate negotiations for a multi-year contract which would be effective May 1, 2010, and several years beyond.

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<sup>38</sup> *Id.*

Although having its genesis as “off the record”, the subject of ranking in comparable communities was made part of a side-letter to the 2009-2010 Agreement:<sup>39</sup>

**SIDE LETTER**

\* \* \*

6. The Village will make a prompt good faith effort to discuss a multi-year contract beyond the 2009/10 fiscal year agreement. Provided the parties are discussing a multi-year contract, the Village will make a good faith effort to move the ranking up from their current position.

According to the Union:<sup>40</sup>

... [E]ffective May 1, 2008, Skokie ranked ninth (9th) among the fifteen (15) comparable communities. Accordingly, in order to fulfill the Rigoni Promise, it was incumbent upon the Village to make a good faith effort to raise its firefighters' rank in compensation above the rank of ninth among the comparable communities.

The Union then argues that “... based upon their proposals for 2011-2013, the Union improves the rank while the Village’s offer actually lowers it further ....”<sup>41</sup>

In light of the Side Letter to the 2009-2010 Agreement, whatever was discussed “off the record” must remain “off the record”. To find otherwise will make negotiations for future collective bargaining agreements most difficult as “off the record” discussions with “supposals” later become “on the record” and used against a party. With that kind of sword hanging over their heads, the parties will understandably be reluctant to explore possibilities for settlements

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<sup>39</sup> *Id.*

<sup>40</sup> Union Brief at 21.

<sup>41</sup> *Id.* at 22.

of these disputes through the most effective tools of off the record discussions and proposals. Collective bargaining negotiations cannot be realistically conducted if off the record discussions during negotiations are turned on the record in an interest arbitration proceeding.

Because it was reduced to contract language, the Side Letter to the 2009-2010 letter contains the real “Rigoni Promise”. And that “promise” was not to “move the ranking up from their current position”, but was a commitment to “*make a good faith effort to move the ranking up from their current position*” [emphasis added].

So that is the question here. Did the Village “*make a good faith effort to move the ranking up from their current position*”? I find that it did.

First, the analysis of the Village’s offer set forth above shows that (1) the Village has made a 12% offer which, if no step movements are made, is really a 12.64% offer; (2) that 12.64% actual offer is over 5.0% greater than the cost of living increase for the period of the Agreement; and (3) if step movements are made by employees (*e.g.*, Firefighters), those movements can range from 16.63% to 30.45% actual increases over the life of the Agreement for those eligible for those step movements. This is not a case where the Village is offering no increases or cuts. The Village’s wage offer is a substantial one in the current economic climate.

Second, there is a bona fide dispute whether, in fact, the employees moved up or down in the comparable rankings. Again, according to the Village, after making comparisons, the Village concludes “... Skokie’s ranking improves from 9th as of May 1, 2008 to 8th place as of November 1, 2013.”<sup>42</sup> According

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<sup>42</sup> Village Brief at 26.

to the Union, however, after making the comparisons “[b]y 2013, the Union offer improves the Village’s rank from No. 9 in May 2008, to No. 8 in May 2013 [and i]n contrast, the Village’s final wage offer in November 2012 increases the firefighter rank from 11 to 10, but by May 2013 the rank decreases again to 11.”<sup>43</sup>

But again, the Side Letter was only a commitment to “make a good faith effort to move the ranking up from their current position.” The point here is that there must be a showing under the Side Letter that the Village did not “make a good faith effort to move the ranking up from their current position”. Given the Village’s 12% offer and how that offer impacts the employees and their placement and that the parties have a bona fide dispute over whether there was an up or down movement in the comparables by the Village’s offer, I cannot make that finding as urged by the Union.

The Union is correct that if the “Rigoni Promise” was not kept, its wage offer should be adopted. However, I find that the Village kept the “Rigoni Promise”. The conclusion to adopt the Village’s wage offer remains unchanged.

#### **D. Conclusion On The Wage Offers**

Based on the above, the Village’s wage offer is therefore adopted for the four year term.

### **3. Longevity Pay**

Section 6.3 of the 2009-2010 Agreement provides for longevity pay as follows:

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<sup>43</sup> Union Brief at 23.

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Section 6.3 Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive monthly longevity pay in accordance with the following schedule:

<u>Years of Continuous Unbroken Completed Service</u>	<u>Amount</u>
8 years but less than 15 years	\$58.33
15 years but less than 20 years	\$83.33
20 years but less than 25 years	\$108.33
25 years or more	\$133.33

\* \* \*

The parties offers are as follows:<sup>44</sup>

**TABLE 12**

<b><u>Years of Continuous Unbroken Completed Service</u></b>	<b><u>Effective Date</u></b>	<b><u>Amount (Union)</u></b>	<b><u>Amount (Village)</u></b>
	5/1/10		
8 years but less than 15 years		\$66.66	\$58.33
15 years but less than 20 years		\$91.66	\$83.33
20 years but less than 25 years		\$116.66	\$108.33
25 years or more		\$145.83	\$133.33
	5/1/11		
8 years but less than 15 years		\$66.66	\$66.66
15 years but less than 20 years		\$91.66	\$91.66
20 years but less than 25 years		\$116.66	\$116.66
25 years or more		\$145.83	\$145.83
	5/1/12		
8 years but less than 15 years		\$74.99	\$66.66
15 years but less than 20 years		\$99.99	\$91.66
20 years but less than 25 years		\$124.99	\$116.66
25 years or more		\$158.33	\$145.83

<sup>44</sup> Union Pre-Hearing Final Offer at 2; Union Brief at 31-36; Village Final Offer at 2; Village Brief at 47-52.

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Thus, the Union seeks two increases over the life of the Agreement (effective May 1, 2010 and May 1, 2012) and the Village seeks one increase (effective May 1, 2011).

In terms of percentage increases, the parties' offers look like this:

**TABLE 13**

<b>Years</b>	<b><u>End of 2009-2010 Agreement</u></b>	<b><u>Union Of- fer At End of 2010- 2014 Agreement</u></b>	<b><u>Inc. Over 2009- 2010</u></b>	<b><u>% Inc.</u></b>	<b><u>Village Offer At End of 2010-2014 Agreement</u></b>	<b><u>Inc. Over 2009- 2010</u></b>	<b><u>% Inc.</u></b>
8-15	\$58.33	\$74.99	\$16.66	28.56%	\$66.66	\$8.33	14.28%
15-20	\$83.33	\$99.99	\$16.66	19.99%	\$91.66	\$8.33	9.99%
20-25	\$108.33	\$124.99	\$16.66	15.38%	\$116.66	\$8.33	7.69%
25+	\$133.33	\$158.33	\$25.00	18.75%	\$145.83	\$12.50	9.37%

The Village's offer is adopted.

First, from a cost of living standpoint, the Union's offer which ranges in percentage increases from 18.75% to 28.56% over the life of the Agreement cannot be justified with the actual cost of living increase of 7.61% over the life of the Agreement.<sup>45</sup> The Village's offer which ranges in percentage increases from 9.37% to 14.28% far exceeds the cost of living and, of the two offers, is closer to the cost of living increase over the life of the Agreement.

Second, turning to the internal comparable police unit, in *Village of Skokie and Illinois FOP Labor Council*, S-MA-08-139 (Briggs, 2010) at 19-24, the police received the same longevity payments offered by the Village in this matter but with a May 1, 2010 effective date under the 2008-2012 contract. That *status quo* for those longevity payments for the police was continued through

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<sup>45</sup> See discussion *supra* at IV(2)(C)(2).

the current 2012-2015 police contract.<sup>46</sup> While the police received the longevity payment increase one year before it takes effect under the Village's offer in this case, in the end, for three years of this Agreement (May 1, 2011 through April 30, 2014) the police and fire units will have the same longevity payments. There is no internal comparison which justifies the Union's second increase sought for May 1, 2012. This is an economic issue and I can only pick one of the offers. The Village's offer is closer on the relevant factors.

The Village's offer on longevity pay is therefore adopted.

#### **4. EMT-P Stipend**

Under Section 6.4, the EMT-P Stipend at the end of the 2009-2010 Agreement was \$4,150 per fiscal year (pro-rata if less than a year).

The parties offer the following changes:<sup>47</sup>

**TABLE 14**

<b>Effective Date</b>	<b>Village</b>	<b>Union</b>
5/1/10	\$4,150	\$4,300
5/1/11	\$4,250	\$4,450
5/1/12	\$4,400	\$4,600
5/1/13	--	\$4,750

In terms of dollar and percentage changes from the end of the 2009-2010 Agreement, the parties' offers look like this:<sup>48</sup>

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<sup>46</sup> Village Brief at 50. Longevity pay was not an issue in the Perkovich Police interest award issued January 6, 2014.

<sup>47</sup> Union Pre-Hearing Final Offer at 3; Union Brief at 36; Village Final Offer at 3 Village Brief at 53.

<sup>48</sup> Annual increases are computed based on the prior year. Total over contract is based on the entire term of the Agreement. For example, the May 2012 increase for the Village's offer (\$4,400) is \$150 over the May 2011 rate (\$4,250), or 3.53% ( $\$4,400 - \$4,250 = \$150$ .  $\$150/\$4250 = 0.03529$  (3.53%)). The Total Over Contract calculations look at the changes

*[footnote continued]*

**TABLE 15**

<b>Effective Date</b>	<b>End of 2009-2010 Agreement</b>	<b>Village Offer</b>	<b>Inc.</b>	<b>% Inc.</b>	<b>Union Offer</b>	<b>Inc.</b>	<b>% Inc.</b>
4/30/10	\$4,150						
5/1/10		\$4,150	\$0	0.00%	\$4,300	\$150	3.61%
5/1/11		\$4,250	\$100	2.41%	\$4,450	\$150	3.49%
5/1/12		\$4,400	\$150	3.53%	\$4,600	\$150	3.37%
5/1/13		--	\$0	0.00%	\$4,750	\$150	3.26%
<b>Total Over Contract</b>			\$250	6.02%		\$600	14.46%

In terms of the cost of living, the Villages 6.02% increase is much closer to the actual cost of living increase of 7.61% over the life of the Agreement than is the Union's 14.46% increase.<sup>49</sup>

Considering the other economic increases imposed by this award, the overall compensation factor also favors the Village's offer.

The Village's offer on EMT-P stipend is therefore adopted.

### **5. Holidays**

Under Section 7.6 of the 2009-2010 Agreement, employees who work eight-hour shifts have eight designated holidays and receive holiday pay for working those days. However, employees who work 24-hour shifts do not receive (and have never received) holiday pay compensation.

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[continuation of footnote]

over the life of 2010-2014 Agreement compared to the last rate at the expiration of the 2009-2010 Agreement (\$4,150). Again, for example, the Village's offer increased the \$4,150 to \$4,400, which is a \$250 increase, or 6.02% ( $\$250/\$4,150 = 0.06024$  (6.02%)).

<sup>49</sup> See discussion *supra* at IV(2)(C)(2).

The Union seeks to add two holidays for 24-hour shift personnel (Thanksgiving Day and Christmas Day).<sup>50</sup> The Village seeks to maintain the *status quo*.<sup>51</sup>

The Union's proposal to add two holidays for 24-hour personnel is a breakthrough.

The interest arbitration process is very conservative and frowns upon breakthroughs and places a heavy burden on the party seeking the breakthrough to demonstrate that the existing system is broken. See my award in the *Highland Park Sergeants*, *supra* at 5 [emphasis in the original]:

In simple terms, the interest arbitration process is *very* conservative; frowns upon breakthroughs; and imposes a burden on the party seeking a change to show that the existing system is broken and therefore in need of change (which means that "good ideas" alone to make something work better are not good enough to meet this burden to show that an existing term or condition is broken). The rationale for this approach is that the parties should negotiate their own terms and conditions and the process of interest arbitration — where an outsider imposes terms and conditions of employment on the parties — must be the *absolute* last resort.

...

See also, *September 25, 2013 Interim Award (Promotions)* at 6-7.

The Union's argument is mainly one of external comparability.<sup>52</sup> However, as explained *supra* at IV(2)(C)(5)(a), I cannot give external comparability the weight the Union seeks.

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<sup>50</sup> Union Pre-Hearing Final Offer at 4; Union Brief at 40-44.

<sup>51</sup> Village Final Offer at 5; Village Brief at 58-65.

<sup>52</sup> Union Brief at 41-44.

The employees are receiving substantial monetary increases with this award. The Union's argument relying on external comparability is, at best, a "good idea", but it cannot be persuasive for this breakthrough item.

The Union also seeks changes for Section 9.1 in the second paragraph for "Housekeeping Only".<sup>53</sup> If only a housekeeping matter, that is for the parties to address upon remand of this matter for the drafting of language consistent with this award (*see infra* at V). However, for changes that may be substantive and not housekeeping, there is no showing why this breakthrough item for holidays should be granted.

The Village's offer on holidays is therefore adopted.

#### **6. Work Day And Week And Computation Of Straight Time Pay**

Under Article X, effective January 1, 2014, the Union seeks to have a Kelly Day after every 14 duty days as a replacement for the present provision for a Kelly Day after every 18 duty days; the employee's Kelly day every 14th shift begins at 8 p.m. on the shift of the 27th day of the work cycle and ends at 8 p.m. on the first day of the succeeding work cycle; and that annual hours of work for employees assigned to 24-hour shifts shall be 2,713 from 2,750, with the annual hours for calculating overtime as 2,650.<sup>54</sup>

The Village seeks to maintain the *status quo*.<sup>55</sup>

The Union's position — which results in approximately two additional 24-hour work shifts off — is based on external comparability.<sup>56</sup> Again, the

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<sup>53</sup> Union Pre-Hearing Final Offer at 4-5; Union Brief at 42.

<sup>54</sup> Union Pre-Hearing Final Offer at 5-6; Union Brief at 45-49.

<sup>55</sup> Village Final Offer at 4; Village Brief at 66-71.

<sup>56</sup> Union Brief at 45-49.

driving factors here have to be the cost of living factor and overall compensation. For reasons expressed *supra* at IV(2)(C)(5)(a); the increased wages and other economic provisions outweigh the external comparability factor. The Village's offer is therefore adopted.

### **7. Serving In An Acting Capacity**

Section 12.21 of the 2009-2010 Agreement provides for acting-up pay over their respective hourly rates for Firefighters assigned to act up as Lieutenants (5%) and Lieutenants assigned to act up as captains (4%). The parties seek to increase the percentage amounts as follows:<sup>57</sup>

**TABLE 16**

Effective Date	Union Offer - FF acting as Lt.	Union Offer - Lt. acting as Capt.	Village Offer - FF acting as Lt.	Village Offer - Lt. acting as Capt.
5/1/10	5%	4%	5%	4%
5/1/11			6%	5%
5/1/13	9%	8%	7%	6%

The offers should be examined in terms of the real impact on wages earned. For example purposes, I will consider the impact on 24-hour shift employees.

Under Section 10.7 of the Agreement ("Calculation of Straight Time Hourly Rate of Pay), the hourly rate of pay for 24-hour shift employees at the end of the 2009-2010 Agreement was calculated by dividing their annual salary by 2,650 hours per year.<sup>58</sup> Using salary schedules set forth *supra* at IV(2)(B)

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<sup>57</sup> Village Final Offer at 4; Village Brief at 72-73; Union Pre-Hearing Offer at 6; Union Brief at 49-52.

<sup>58</sup> Section 10.7 provides "[t]he annual hours of work for employees assigned to 24-hour shifts shall be 2,750 (2,650 hours effective May 1, 2007)."

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(Tables 2-3) which are the result of the Village's offer on wages which I have adopted, the parties' offers based on the hourly rate paid for acting up show the following for a Firefighter at the Step F+:

**TABLE 17**

Effective Date	FF F+ (Annual Salary)	FF F+ Hourly Rate	FF F+ Acting as Lt. (Village Offer)	FF F+ Acting as Lt. (Union Offer)
5/1/10	\$74,714	\$28.19	\$29.60	\$29.60
5/1/11	\$76,970	\$29.04	\$30.79	\$29.60
5/1/13	\$81,690	\$30.82	\$32.98	\$33.60
11/1/13	\$82,506	\$31.34	\$33.31	\$33.93

Assume that the Firefighter F+ acts up as a Lieutenant for two 24-hour shifts per contract year — one on each of the effective dates of the contract wage increases. That would yield the following payments under the two offers:

**TABLE 18**

Date Acting-Up Shift	FF F+ (Annual Salary)	FF F+ Hourly Rate	FF F+ Acting as Lt. (Village Offer)	24-Hour Acting-Up Pay (Village Offer)	FF F+ Acting as Lt. (Union Offer)	24-Hour Acting-Up Pay (Union Offer)	Diff.
5/1/10	\$74,714	\$28.19	\$29.60	\$710.40	\$29.60	\$710.40	
11/1/10	\$75,461	\$28.47	\$29.90	\$710.40	\$29.60	\$710.40	
5/1/11	\$76,970	\$29.04	\$30.79	\$738.96	\$29.60	\$710.40	
11/1/11	\$77,740	\$29.33	\$31.09	\$746.16	\$29.60	\$710.40	
5/1/12	\$79,295	\$29.92	\$31.71	\$761.04	\$29.60	\$710.40	
11/1/12	\$80,088	\$30.22	\$32.03	\$768.72	\$29.60	\$710.40	
5/1/13	\$81,690	\$30.82	\$32.98	\$791.52	\$33.60	\$806.40	
11/1/13	\$82,506	\$31.13	\$33.31	\$799.44	\$33.93	\$814.32	
<b>Totals</b>				\$6,026.64		\$5,883.12	<b>\$143.52</b>

Thus, under this scenario, the Village's offer is more beneficial to the employees. I understand that there will be many variations on this scenario. For example, if an employee worked more acting-up shifts after May 1, 2013 when the Union's offer takes effect than he/she did before, the Union's offer

could be more beneficial to the employee. And, on the other side of the coin, if the employee worked more acting-up shifts before May 1, 2013 when the Union's offer takes effect, the employee could make more under the Village's offer. But for purposes of analysis, it is fair to examine this issue spread evenly over the length of the Agreement making uniform assumptions.<sup>59</sup>

Given that this Agreement will expire April 30, 2014, this particular dispute is really about retroactive payments and positioning for the next round of bargaining, which will begin shortly. This contract is, for all purposes, over. The bottom line is that at the end of the Agreement, the Village has increased the acting-up pay by an additional 2% total, while the Union seeks an increase of 4% - with that 4% increase coming in the last year of Agreement. I can find no justification to increase a benefit by 4% in the last year of the Agreement as the Union requests, particularly where it may well be that the Village's offer is more beneficial to the employees over the life of the Agreement. Any further changes will have to come through the bargaining process, which should begin shortly.

The Village's offer on serving in an acting capacity is therefore adopted.

### **8. Insurance**

Section 15.1 of the 2009-2010 Agreement, provides, in pertinent part:

Section 15.1. Comprehensive Medical Program and  
Dental Insurance Program.

\* \* \*

... Effective May 1, 2009, and retroactive to May 1, 2009, the employee shall pay 12% of the premium or cost for single or

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<sup>59</sup> Given the similarity of the offers for the Lieutenants acting up as Captains, the result would be the same, only with different numbers.

family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee's paycheck.

The Village's offer on insurance is as follows:<sup>60</sup>

Effective not earlier than January 1, 2014, increase the amount that employees pay toward to cost of the premium for the coverage selected by the employee to 13%, provided that as of the effective date the Village's unrepresented employees are paying at least the same percentage premium contribution.

The Union seeks to maintain the *status quo* to keep the current language (and premium contribution percentage).<sup>61</sup>

Two reasons require the adoption of the Union's position.

First, from an internal comparability standpoint, Arbitrator Perkovich rejected the Village's same proposal for the 2012-2015 police contract.<sup>62</sup>

Second, given that this Agreement expires April 30, 2014, the parties will soon be back at the bargaining table. Given the uncertainty of insurance at this time due to implementation of the Affordable Care Act and the recovering economy, the parties will be in a better position to discuss insurance on a going-forward basis rather than to have me change the *status quo* in a contract that is, for all purposes, expired.

The Union's offer on insurance is therefore adopted.

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<sup>60</sup> Village Final Offer at 5; Village Brief at 79-84.

<sup>61</sup> Union Pre-Hearing Final Offer at 7; Union Brief at 53-57.

<sup>62</sup> Perkovich *Police Interest Award* at 5-6.

### **9. Physical Fitness Program**

The Union seeks to change Section 12.5 of the 2009-2010 Agreement to provide as follows:<sup>63</sup>

Section 12.5. Physical Fitness Program. In order to maintain and improve efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established, provided that an employee has complied with the standard within the prescribed time. ~~Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.~~ For the duration of this Agreement, the Physical Fitness Program shall be as set forth in Skokie Fire Department SOG #453 effective September 1, 2011 attached hereto as Appendix \_\_\_\_\_.

The foregoing shall not be construed to either relieve an employee of his/her obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

The Village seeks to maintain the existing language and thus not incorporate SOG #453 into the Agreement.<sup>64</sup>

The burden here is on the Union to demonstrate that the existing contract language is broken and "good ideas" are not enough to meet that burden. *Highland Park Sergeants, supra* at 5; *September 25, 2013 Interim Award (Promotions)* at 6-7 and awards cited. The Union cannot meet that burden.

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<sup>63</sup> Union Final Offer at 2; Union Brief at 57-59.

<sup>64</sup> Village Final Offer at 5; Village Brief at 85-91.

According to the Union:<sup>65</sup>

The record discloses that leading up to the last bargaining session on May 20, 2011, the parties discussed the physical fitness program on at least nine (9) occasions and exchanged proposals. ... During the pendency of the interest arbitration procedure, the Village unilaterally implemented, effective September 1, 2011, Standard Operating Guideline (“SOG”) 453, ‘Wellness/Fitness Program’. ... In response, the Union filed an unfair labor charge in Case No. S-CA-12-109 alleging that the Village’s unilateral implementation had violated its duty to bargain in good faith and, therefore, Section 10(a)(4) of the Act. ... After the Board issued a Complaint for Hearing, an Administrative Law Judge issued, in response to the Village’s motion, a recommended Decision and Order Deferring To Arbitration the Union’s charge. ... Subsequently, in view of impending interest arbitration, and without waiving its position concerning the dispute, the Union withdrew the matter from grievance arbitration. ...

The Arbitrator should adopt the Union’s proposal. The existing contract language merely requires that before it implements a physical fitness program, the Village shall review and discuss the program at a meeting of the Labor Management Committee. The requirement has no binding effect and would permit the Village to avoid its obligation to bargain with the Union over any changes to the program, the subject of which is admittedly a mandatory subject of bargaining. ... The Union’s proposal to incorporate the SOG into the new agreement, on the other hand, serves two purposes: first it preserves the *status quo*, the physical fitness policy in effect at the time of the interest arbitration proceeding before the Arbitrator. Second, it preserves the Union’s statutory right to bargain any changes the Village may desire to make to the program for the duration of the new agreement. Indeed, by resisting the Union’s offer to incorporate the SOG into the new agreement, the Village is seeking the Union’s waiver of its right to bargain. Waiver of such a right is a permissive subject of bargaining and, by insisting on the Union’s waiver, the Village arguably violates Section 10(a)(4) of the Act.

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<sup>65</sup> Union Brief at 58-59 [footnote and record citations omitted].

It is not the function of an interest arbitration proceeding under Section 14 of the IPLRA to decide unfair labor practices or to resolve grievances or matters that were deferred to the contractual grievance process as a result of unfair labor practice charges. Giving the Union the benefit of the doubt, at best, the Union's proposal is a "good idea". But what is *broken* about the existing language in Section 12.5 that could require me to impose the language of SOG #453 into the Agreement as a contract term? Basically, the Union argues unfair labor practice and contract violation theories. This forum determines the terms of contract and makes changes to the *status quo* only if the existing system is broken. This forum does not find unfair labor practices or contract violations. This is not the forum to accomplish what the Union seeks.

The Village's offer on physical fitness program is therefore adopted.

### **10. Promotions**

The Union has sought to make certain changes to the promotional language contained in Article XXI of the Agreement.<sup>66</sup>

The Village seeks to maintain the *status quo*.

At the hearing on August 29, 2013 and because of a need for a quick ruling as the promotional process potentially could have been implemented in the relatively near future, I issued a bench ruling which was followed by the *September 25, 2013 Interim Award (Promotions)* denying the Union's requested changes.

The *September 25, 2013 Interim Award (Promotions)* shall be considered as an appendix to this award and its terms are incorporated into this award.

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<sup>66</sup> Union Final Offer at 4-14.

The Village's offer on promotions is therefore adopted.<sup>67</sup>

**V. CONCLUSION**

In sum the issues in this matter are resolved as follows:

**1. Duration**

Union offer: four year term.

**2. Salaries**

Village offer:

<b>Effective</b>	<b>Increase</b>
5/1/10	2.0%
11/1/10	1.0%
5/1/11	2.0%
11/1/11	1.0%
5/1/12	2.0%
11/1/12	1.0%
5/1/13	2.0%
11/1/13	1.0%
Total	12.0%

**3. Longevity Pay**

Village offer:

<b><u>Years of Continuous Unbroken Completed Service</u></b>	<b><u>Effective Date</u></b>	<b><u>Amount</u></b>
	5/1/10	
8 years but less than 15 years		\$58.33
15 years but less than 20 years		\$83.33
20 years but less than 25 years		\$108.33
25 years or more		\$133.33

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<sup>67</sup> The Union filed suit in the Circuit Court of Cook County to vacate the *September 25, 2013 Interim Award (Promotions)* (2013 CH 22972). Union Brief at 9, note 7. The Union also filed an unfair labor practice charge against the Village (Case No. S-CA-14-053). *Id.* I have performed my function as an interest arbitrator under Section 14 of the IPLRA. I leave it to the courts and the ILRB to determine if my function conflicted with other external law.

	5/1/11	
8 years but less than 15 years		\$66.66
15 years but less than 20 years		\$91.66
20 years but less than 25 years		\$116.66
25 years or more		\$145.83
	5/1/12	
8 years but less than 15 years		\$66.66
15 years but less than 20 years		\$91.66
20 years but less than 25 years		\$116.66
25 years or more		\$145.83

**4. EMT-P Stipend**

Village offer:

Effective Date	Amount
5/1/10	\$4,150
5/1/11	\$4,250
5/1/12	\$4,400
5/1/13	--

**5. Holidays**

Village offer: *status quo*.

**6. Work day and week and computation of straight time pay**

Village offer: *status quo*.

**7. Serving in an acting capacity.**

Village offer:

Effective Date	Firefighter acting as Lieutenant	Lieutenant acting as Captain
5/1/11	6%	5%
5/1/13	7%	6%

**8. Insurance**

Union offer: *status quo*.

**9. Physical Fitness Program**

Village offer: *status quo*.

**10. Promotions**

Village offer: *status quo*.

This matter is now remanded to the parties for drafting of language consistent with the terms of this award and tentative agreements reached by the parties on other issues, with economic provisions retroactive to the appropriate dates. With the consent of the parties, I will retain jurisdiction to resolve disputes which may arise concerning that language or any other disputes agreed to by the parties for submission.

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Edwin H. Benn  
Arbitrator

Dated: March 31, 2014