

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF ROBBINS

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73**

CASE NOS.: Arb. Ref. 12.274
(Fire Department
Interest Arbitration)

AWARD

This is an interest arbitration proceeding between the Village of Robbins (“Village”) and Service Employees International Union, Local 73 (“Union”) pursuant to Section 14 of the Illinois Public Labor Relations Act (“IPLRA”) to set the terms of a collective bargaining agreement (“Agreement”) for the Village’s employees represented by the Union in the Village’s Fire Department.

The parties have waived the statutory tri-partite panel established by Section 14 of the IPLRA. The parties have further waived the requirement in Section 14(g) of the IPLRA that I am limited to selection of one of the parties’ last offers. I can therefore fashion an award with provisions different from those offered by the parties.

Upon presentation of the parties’ arguments and evidence, it is hereby found and ordered:

Background

1. This is the parties’ first Agreement.
2. The Village is an economically stressed community.

Wages

3. Employees in the Fire Department covered by this proceeding currently earn \$9.50 per hour, which is \$1.25 per hour above the minimum wage in Illinois.

4. The Union proposes the following wage schedule (with full retroactivity):

Rank/Effective Date	7/1/11	7/1/12	7/1/13
Firefighter			
Start	10.50	10.92	11.36
Step 1	13.00	13.52	14.06
Step 2	13.65	14.20	14.76
Step 3	14.33	14.90	15.49
Step 4	15.04	15.64	16.27
Step 5	15.80	16.43	17.08
Engineer (5% over top Firefighter rate)			
Lieutenant (5% over top Engineer rate)			
Captain (5% over top Lieutenant rate)			

5. The Village proposes that all employees be compensated at the rate of \$10.00 per hour, except that newly-hired Firefighters would receive \$9.50 per hour (for six months).

6. Section 14(h) of the IPLRA provides that I am to “... base [my] findings, opinions and order upon the following factors, as applicable” Section 14(h)(3) of the IPLRA provides that I can consider as a factor “[t]he interests and welfare of the public and the financial ability of the unit of government to meet those costs.” Section 14(h)(6) of the IPLRA provides that I can consider as a factor “[t]he overall compensation presently received by the employees” In this case, I find that Sections 14(h)(3) and 14(h)(6) of the IPLRA are the most “applicable” factors.

7. Taking into account that: (1) the Village is an economically stressed community; (2) that the employees are firefighters whose jobs are to protect life and property in the Village, which puts these employees in harm's way; (3) that the employees' present compensation is at a level of being compared to jobs paying near the minimum wage; (4) that it is in the interests of the public for the Village to attract and hold employees as qualified and trained firefighters, which may not be easy to do when firefighters' compensation is at a level comparative to the minimum wage; and (5) considering that the parties have given me authority to set wages at rates different from the parties' final offers, on balance, the wage rates for the employees covered by the Agreement shall be as follows:

A. The hourly rates of pay shall be:

Rank	Rate
Firefighter	\$11.50
Engineer	\$12.00
Lieutenant	\$12.50
Captain	\$13.00

B. The effective date for the increased wage rates set forth above shall be April 1, 2014.

C. The wage rates set forth above shall continue through the expiration of the Agreement (June 30, 2015).

D. There shall be no retroactive payment component to the wage rates set forth above.

Insurance

8. The Village's current insurance program is adopted.

Promotions of Employees to Full-Time Status

9. The Union requests that four employees be promoted to full-time status. I have no basis to require the Village to take that action. The Union's proposal is therefore rejected.

"Me Too" Provision

10. The Union requests that a "me too" provision be placed in the Agreement, which would require that in the event better wages or benefits are granted or imposed in another bargaining unit from those paid to employees in this bargaining unit, that the employees in this bargaining unit will get those increased wages or benefits. I have no basis in this case to require such a provision. The Union's proposal is therefore rejected.

Previously Reached Tentative Agreements

11. Previously reached tentative agreements are incorporated into this award.

Retained Jurisdiction

12. This matter is now remanded to the parties to draft language consistent with the terms of this award. I will retain jurisdiction for a period of 45 days (or to any other date agreed to by the parties) to resolve disputes concerning the drafting of that language.



Edwin H. Benn
Arbitrator

Dated: March 31, 2014