

IN THE MATTER OF THE INTEREST ARBITRATION  
BETWEEN

EMPLOYER  
CITY OF EDWARDSVILLE  
EDWARDSVILLE, ILLINOIS

AND

UNION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO; LOCAL 1700

FINDINGS AND AWARD

PURSUANT TO

ILLINOIS PUBLIC LABOR RELATIONS ACT  
(Supp. to Ill. Rev. Stat. 1983 ch. 48, par. 1601 et seq)

RENDERED BY:

GEORGE EDWARD LARNEY  
LABOR ARBITRATOR-MEDIATOR  
29 South LaSalle Street  
Suite 800  
Chicago, Illinois 60603  
(312) 444-9565

DATED: Tuesday  
July 1, 1986

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IN THE MATTER OF THE ARBITRATION

BETWEEN

EMPLOYER  
CITY OF EDWARDSVILLE  
EDWARDSVILLE, ILLINOIS

AND

UNION  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO; LOCAL 1700

ISLRB  
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INTEREST ARBITRATION

INITIAL CONTRACT  
NINE (9) ISSUES

FINDINGS AND AWARD

PRELIMINARY INFORMATION

RELEVANT DATES

Written Notification of Arbitrator's  
Selection by Illinois State Labor  
Relations Board

Letter Dated  
Letter Received by Arbitrator

February 13, 1986  
February 18, 1986

Parties Resumed Mediation Under  
Auspices of the Federal Mediation  
and Conciliation Service

February 21, 1986

Notification by Parties to Arbitrator  
Mediation Had Been Utilized Without  
Success and Parties Were Prepared  
to Proceed to Interest Arbitration

June 06, 1986

Hearing Held

June 25, 1986

Transcript Received by Arbitrator  
via Federal Express-Overnight Letter

June 30, 1986

Record of Proceedings Declared Closed  
by Arbitrator as of

June 30, 1986

CASE PRESENTATION-APPEARANCES

EMPLOYER

JAY SCHULTENHENRICH  
Consultant  
DAVID BIRENBAUM & ASSOCIATES  
818 Olive Street, Suite 918  
St. Louis, Missouri 63101  
(314) 241-1445

UNION

MICHAEL A. LASS  
Staff Representative  
IAFF, AFL-CIO  
6747 South Maplewood  
Chicago, Illinois 60629  
(312) 436-7951

MEMBERS, BOARD OF ARBITRATION

EMPLOYER DELEGATE

DAVID BIRENBAUM  
Consultant  
DAVID BIRENBAUM & ASSOCIATES  
818 Olive Street, Suite 918  
St. Louis, Missouri 63101  
(314) 241-1445

UNION DELEGATE

GLENN WALTERS  
President, Associated  
Fire Fighters of Illinois  
(AFFI) and Vice-President  
Illinois State Federation  
of Labor, AFL-CIO

520 South 2nd Street  
Springfield, IL 62701  
(217) 522-8180

COURT REPORTER

SARA ALICE MASUGA, C.S.R.  
KEEFE REPORTING COMPANY  
11 North 44th Street  
Belleville, Illinois 62223  
(618) 277-0190

LOCATION OF HEARING

Edwardsville Municipal Building  
400 North Main Street  
Edwardsville, Illinois 62025

AUTHORITY TO ARBITRATE

Illinois Public Labor Relations Act (Supp. to Ill.Rev.Stat.  
1983 ch. 48, par. 1601 et seq).  
Title 80: Public Officials and Employees Subtitle C:  
Labor Relations  
Chapter IV: Illinois State Labor Relations Board/Illinois  
Local Labor Relations Board  
Part 1230 Impasse Resolution  
Section 1230.40 Impasse Resolution in Units Containing  
Section 14 Employees  
Section 1230.40(e) ¶s 1 through 11, pages 26-28,  
Rules and Regulations (January 25, 1985)

PERSONS IN ATTENDANCE AT THE HEARING

FOR THE EMPLOYER

STEVE DEIST  
Chief, Fire Department

NINA BAIRD  
City Clerk

ROLAND BRUMITT  
City Council Alderman

FOR THE UNION

MICHAEL HOGAN  
President, Local 1700

JOSEPH T. GARRISON  
Vice-President, Central  
AFFI

C. CADELL  
Vice-President,  
Southern AFFI

DONALD LADD  
Captain, Fire Department

LARRY BEST  
Fire Fighter/EMT/P

STIPULATIONS

At the Hearing, the parties at interest agreed to the following:

1. To waive the Board of Arbitration that had been impanelled and to vest full jurisdiction and authority in the neutral Arbitrator as the sole impartial Arbitrator to render the instant Opinion and Award.
2. That all identified issues are properly before the Arbitrator for resolution.

ISSUES AT IMPASSE

Basically, the parties were in agreement as to which issues were still at impasse and the number of open items to be resolved. According to the evidence adduced, the following constituted the issues to be determined by the Arbitrator.

1. Article Three - Recognition
2. Article Fifteen - Salary
3. Article Sixteen - Educational Incentives  
Section 16.2
4. Article Sixteen - Educational Incentives  
Section 16.3
5. Article Seventeen - Overtime, Ambulance Call Out,  
Special Duty, Shift Exchange  
Section 17.2 & 17.3
6. Article Seventeen - Overtime, Ambulance Call Out,  
Special Duty, Shift Exchange  
Section 17.10
7. Article Twenty-One - Uniform and Equipment  
Section 21.3
8. Article Twenty-Two - Physical Examination
9. Article Twenty-Eight - Duration Clause

FINDINGS AND AWARD

ISSUE NUMBER 1

The Arbitrator determines that the following Recognition Clause will, at one and the same time, allay the concerns of the Union regarding the possible elimination of the rank of Captain, a bargaining unit position, and preserve the right of the Employer to add to the management structure of the Fire Department. The Recognition Clause shall read as follows:

The City of Edwardsville recognizes the Fire Fighters Union Local #1700 as the sole and exclusive representative and bargaining agent for all uniformed employees including but not limited to Fire Fighters and Captains of the Fire Department; but excluding the Fire Chief and Assistant Chief(s), for all matters concerning Wages, Hours of Work, and Conditions of Employment.

ISSUE NUMBER 2

In assessing all the arguments advanced by the parties the Arbitrator is persuaded that the Union's position relative to maintaining parity with negotiated salaries of police officers employed by the City is justified and fair. The following language shall thus constitute the provisions of Article Fifteen - Salary.

The annual twelve (12) month cycle of this Contract will commence on the first of November and end on the thirty-first of October the following year in each of the three (3) years of this Agreement.

Effective November 1, 1985 the Base Salary shall be increased by \$600.00 which represents the payment previously applicable to EMT Certification. Where applicable, the Base Salary shall further be increased by \$800.00 which represents attainment of Paramedic Certification.

For purposes of the first year commencing November 1, 1985 and ending October 31, 1986, salaries will be increased by applying Fair Labor Standard Act (FLSA) payments retroactive to November 1, 1985.

For the second year of this Contract, November 1, 1986 through October 31, 1987, the Base Salary shall be increased by an amount equal to an increase in the hourly rate of twenty cents (20¢).

For the third year of this Contract, November 1, 1987 through October 31, 1988, the Base Salary shall be increased by an amount equal to an increase in the hourly rate of nineteen cents (19¢).

ISSUE NUMBER 3

Given the unique circumstances of the City's responsibility to provide ambulance service to the community, and with the understanding that Paramedic Certification shall remain a voluntary election on the part of each employee covered by this Contract, the Arbitrator determines that Section 16.2 of Article Sixteen shall read as follows:

Each Fire Fighter within the bargaining unit shall acquire and maintain an Emergency Medical Technician/Ambulance (EMT) status.

ISSUE NUMBER 4

Based on the same rationale as offered for Issue Number 3, the Arbitrator determines that Section 16.3 of Article Sixteen shall read as follows:

It is understood that all tuitions and fees as may be approved by the Chief of the Department, that is required to obtain and maintain any EMT Certification shall be paid by the City.

ISSUE NUMBER 5

In recognition of the compensation principle that there should be as direct a relationship as possible between pay and the amount of time worked, the Arbitrator determines this principle is better served by eliminating a flat payment for call-in pay and moving to compensation based on time. Therefore, the Arbitrator determines that Section 17.2 & 17.3 of Article Seventeen read as follows:

Each Fire Fighter who is called on his allotted day off to man the Fire Station because of a fire or ambulance call will be compensated at the employee's regular overtime rate. Such call in shall be a minimum pay of one (1) hour irrespective of the time actually worked.

ISSUE NUMBER 6

Based on the positions advanced by the parties, the Arbitrator is persuaded that the following language will best meet the parties' expressed mutual needs, specifically, the ability of the City to meet its manning requirements and the employees' needs for flexibility in taking time off. The Arbitrator determines that Section 17.10 of Article Seventeen read as follows:

Fire Fighters shall have the right to exchange shifts, or any part of a shift, when such exchange does not interfere with the operation of the Department and is approved by the Chief or his designate. Such approval shall not be unreasonably withheld or denied. The Employer agrees that vacation time shall be credited as hours worked in the calculation of overtime pay due an employee.

ISSUE NUMBER 7

Given the fact of continual price increases for uniforms and the fact that a second set of turnout gear has been added to required equipment, such provides justification for increasing the annual clothing allowance. The Arbitrator therefore determines that the following language shall constitute Section 21.3 of Article Twenty-One.

It is further agreed that during the length of this Agreement and in lieu of replacement of clothing and turnout gear damaged in the line of duty, there will be available to each Fire Fighter a clothing allowance of \$450.00 cash payable annually in the first paycheck of each calendar year, that is, on or after the first of January.

Additionally, a one time payment of \$75.00 for clothing allowance shall be made to each Fire Fighter on January 1, 1987. This one time payment of \$75.00 represents the retroactive benefit due from January 1, 1986. It is understood that as soon as practicable thereafter, each Fire Fighter will be responsible to secure a second set of turnout gear.

ISSUE NUMBER 8

Based on increasing costs of medical care, the Arbitrator determines an increase of \$5.00 toward the payment for an annual physical examination to be an ultimately fair benefit improvement. Accordingly, the Arbitrator determines the following language shall constitute Article Twenty-Two of the Contract:

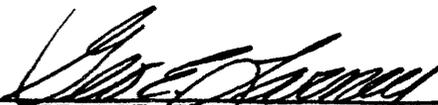
Each Fire Fighter shall undergo a physical examination and an annual eye examination. The City shall pay an amount not to exceed \$80.00 of the cost of the physical examination and \$50.00 of the cost of the eye examination. The practitioners performing said examinations shall be of the Fire Fighter's choosing subject to the approval of the Fire Chief. Each Fire Fighter shall return to the Fire Chief whatever forms or statements relative to said examinations as he may require. The City shall pay for new eye wear as may be required by prescription changes or non-negligent damage in the line of duty to the extent of \$100.00 per pair.

ISSUE NUMBER 9

The Arbitrator is persuaded by the evidence of record that the City's demand to change the annual cycle, that is, the beginning and end of each Contract year to be meritorious. Further, however, the Arbitrator is cognizant that such a change in the cycle has a decided impact on the timing of negotiations. Therefore, the Arbitrator is of the view that the Union's concerns relative to the timing of bargaining be addressed. Accordingly, the Arbitrator determines that the following language of Article Twenty-Eight adequately meets the needs of each party and preserves a balance in the bargaining relationship:

This Agreement shall be effective as of the 1st day of November, 1985 and shall remain in full force and effect until the 31st day of October 1988. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 15, 1988 that it desires to modify or terminate this Agreement. In the event that such a notice is given, negotiations shall begin no later than February 15, 1988. This Agreement shall remain in full force and effect during the period of negotiations until a successor Agreement is entered into by the parties.

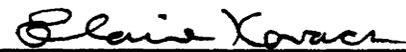
There being no further issues at impasse, the Arbitrator closes  
this interest arbitration and orders that this Award be  
implemented by the parties at once.

  
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GEORGE EDWARD LARNEY  
Arbitrator

29 South LaSalle Street  
Chicago, IL 60603  
(312) 444-9565

July 1, 1986

SUBSCRIBED AND SWORN to before  
me this 2nd day of July, 1986.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: April 3, 1987