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SPRINGFIELD, IL

INTEREST ARBITRATION
BEFORE THE INTEREST ARBITRATOR

-----X
In the Matter of Interest
Arbitration Between

CITY OF PARK RIDGE, ILLINOIS

and

LOCAL 2697, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO
-----X

Case No. S-MA-89-79

APPEARANCES: Asher, Pavalon, Gittler & Greenfield, Ltd.,
Attorneys at Law, by PATRICIA A. COLLINS,
appearing on behalf of the Association.

Seyfarth, Shaw, Fairweather & Geraldson,
Attorneys at Law, by JOHN T. WEISE, appearing
on behalf of the City.

ARBITRATION AWARD

The City of Park Ridge, Illinois, hereinafter referred to as the City, and Local 2697, International Association of Firefighters, AFL-CIO, hereinafter referred to as the Association, are parties to a collective bargaining agreement, effective from May 1, 1987 through April 30, 1989, and from year to year thereafter until changed by mutual agreement. For a period of time prior to March 24, 1989, the parties engaged in negotiations over changes to be included in a new agreement to be effective May 1, 1989 through April 30, 1991. Having failed to reach agreement by March 24, 1989, they entered into an agreement setting forth an alternate impasse resolution procedure, pursuant to Section 14(p) of the Illinois Public Labor Relations Act, for the reasons and

purposes set forth therein, including their desire that any agreement reached or award issued after May 1, 1989 could include retroactive wages and other forms of compensation.

When further negotiations failed to produce agreement on all of the remaining issues in dispute, the parties selected the undersigned, to serve as the sole neutral arbitrator, pursuant to the provisions of their alternate impasse resolution procedure. Hearings were scheduled for December 12 and December 21, 1989 at Park Ridge, Illinois.

With encouragement from the undersigned, the parties engaged in a bilateral effort to modify their final offers in order to more closely approximate the position of the other party, with a view toward eliminating some or all of the remaining issues in dispute. While the parties failed to reach agreement on all remaining issues in dispute, they both indicated a willingness to modify their final offers to the point where, if they were incorporated in a final and binding arbitration award, found to be consistent with the statutory criteria, all remaining issues in dispute, except one, would be resolved by such an award. Further, they both indicated a willingness to modify their final offers with regard to the one remaining issue in dispute, to establish a procedure for resolving that issue or submitting it to the undersigned for resolution in interest arbitration, if the agreed to procedure failed to produce an agreement.

At approximately 3:20 p.m. on December 12, 1989, the parties set forth their proposed modifications in their final offers, on

the record, with the understanding that the undersigned could issue an arbitration award consistent with those proposed modifications, if the undersigned found them to be consistent with the statutory criteria, and that if he did so, the undersigned would also retain jurisdiction for the purpose of resolving any dispute which may arise concerning the content of the agreed to modifications, which will be final and binding on both parties, without either party having the opportunity to conduct a ratification vote to reject any of the proposed modifications in whole or in part. The undersigned has reviewed the proposed modifications and finds them to be consistent with the intent and requirements of the statutory criteria and therefore, issues the following:

AWARD

1. The provisions of the May 1, 1987 collective bargaining agreement will continue in full force and effect except as changed herein and unless changed by the "agreed items list" reflected in attachment number 1 to City Exhibit No. 6 and consisting of some 40 items of agreement and attachments "A" and "B", dealing with labor management conferences and drug and alcohol testing.

2. Salary. The sum of \$900.00 will be paid to each bargaining unit firefighter, in the form of retroactive pay, by December 31, 1989. The wage rates in effect on April 30, 1989, shall be increased by 6%, effective December 1, 1989 and by 5%, effective May 1, 1990.

3. Overtime. Effective "immediately," i.e., for the period covered by the paycheck issued on December 29, 1989, the first 8

hours worked outside the regularly scheduled hours will be compensated at the overtime rate of time and one-half. Hours beyond 8 will be compensated either at the straight time or time and one-half rate, as the case may be, based upon the provisions of the Fair Labor Standards Act and set forth in the prior agreement. Effective on May 1, 1990, the first 12 hours worked outside the regularly scheduled hours will be compensated at the overtime rate of time and one-half. Hours beyond 12 will be compensated either at the straight time rate or time and one-half rate, as the case may be, based upon the provisions of the Fair Labor Standards Act and as set forth in the prior agreement. Effective April 30, 1991, all hours worked outside the regularly scheduled hours, will be compensated at the overtime rate of time and one-half. As part of this agreement, it is understood that, even though there should be no overtime hours within the regularly scheduled shift, the hours worked within the regularly scheduled shift are still subject to the overtime requirements of the Fair Labor Standards Act and overtime under that act will continue to be paid for hire back, call back and end of watch work, as in the past.

4. Uniform Allowance. The City will provide and pay for the mandated changes in uniforms which are expected to occur during the term of the agreement. For the two-year term of the agreement, the normal \$300.00 per year uniform allowance will be reduced to \$150.00 per year. Before the changes are implemented they will be discussed and reviewed by the safety committee, which will submit

a recommendation to the City's director of public safety, who will make the ultimate decision concerning what uniform changes are to be mandated. Payment for the mandated changes and temporary reduction in the normal uniform allowance are to be considered "one time" occurrences for the duration of this agreement only.

5. Earned Time Off. The provisions of the agreement dealing with earned time off shall remain unchanged, i.e., 21 days off, with ability to sell back 3 days each year.

6. Animal Control. A committee, consisting of equal representatives of the Association and the City, shall be formed to resolve the issues relating to animal control. In the event that no resolution of those issues is arrived at by May 1, 1990, the matter will be submitted to interest arbitration before Arbitrator George R. Fleischli. It is agreed that Arbitrator George R. Fleischli retains jurisdiction in this proceeding for the purpose of resolving those issues, if the need arises.

7. Holiday Schedules. A side letter shall be drafted to reflect the normal work schedule on the six holidays: Christmas day; New Years day; Thanksgiving day; Fourth of July; Memorial Day and Labor Day. The terms of the side letter shall reflect that firefighters may be assigned duties between the hours of 8:00 a.m. and noon, but will be given no assigned duties (as distinguished from necessary or emergency firefighter or paramedic duties) thereafter. It is understood that firefighters may be called upon to perform incidental holiday duties, such as those which have been performed on the Fourth of July, as in the past. It is also

understood that the limitation on the assignment of duties shall apply on the day of observance and that, in the case of the Fourth of July, the day of observance shall be the day of observance by City Hall.

8. Normal Work Schedule. An exception shall be made to the normal work schedule of 24 hours on and 48 hours off, referred to in Article 6, Section a, for the purpose of making shift transfers on January 1, 1990.

9. Shift Changes. An exception shall likewise be made to the normal rule which assures that employees whose regular shift is being changed are off for 48 hours or more before the beginning of the changed shift, in the case of the shift changes which are to occur on January 1, 1990. In that case, employees affected by the shift change will only be assured of 24 hours or more off prior to the start of their changed shift.

10. Insurance. The new City plan shall be made effective January 1, 1990, under the following agreed to conditions:

- (a) Plan Changes. Effective January 1, 1990, reduce the present \$200/\$400 deductible to \$150/\$300 deductible, but extend the applicability of the deductible to out-patient coverages in addition to in-patient coverage.
- (b) Employee Contributions. No employee contribution for single coverage. For family coverage, the employee contribution shall continue to be \$60.18 per month until the effective date of the plan changes listed in (a) above. The employee contribution for dependent coverage shall then be reduced to \$43 per month and this \$43 per month contribution shall remain in effect

until April 30, 1990. Beginning May 1, 1990 through April 30, 1991, the employee contribution for dependent coverage shall be \$35 per month, except that any change in the dependent portion of coverage (up or down) which comes into effect after May 1, 1990, shall be shared on a 2/3 City and 1/3 employee basis, to a maximum total employee contribution of \$43 per month.

(c) Retiree. Not a contract item. The City will issue a memo indicating that for retirees eligible to participate in medical coverage, there shall be three levels of premium: (1) retiree-only; (2) retiree and spouse; and (3) retiree and family.

(d) Dental. Employee contribution for family coverage shall be \$12.50 per month. This \$12.50 contribution shall continue in effect for the full two years of the labor contract.

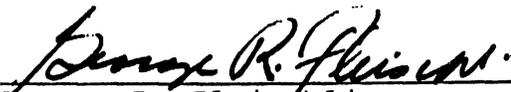
11. Shift Schedule. The status quo regarding shift schedule, as outlined in Article 6, Sections B(1) and (3), and elsewhere, shall be retained. In other words, except for the changes in overtime agreed to above, other matters discussed, such as the 27 day work cycle and the 24 and 1/4 hour work day, meal periods, etc., shall stay the same.

12. Longevity Payment. The step G payment for satisfactory completion of 10 years of continuous service shall be increased from \$500.00 to \$550.00, effective retroactively to May 1, 1989 and from \$550.00 to \$600.00, effective May 1, 1990. The step H and step I payments shall remain the same as they were in the prior agreement.

13. Paramedic Differential. The differential for paramedics shall be increased from \$1,800.00 to \$2,000.00 retroactively to May 1, 1989 and shall be further increased to \$2,100.00, effective May 1, 1990.

14. Arbitrator George R. Fleischli shall retain jurisdiction in this proceeding for the purpose of resolving any dispute over the actual terms of the agreement outlined above. Such retained jurisdiction shall be limited to the function of actually determining what the parties agreed to, except as provided in item number 6 above, but shall include the authority to modify the wording of this award to more accurately reflect that agreement.

Dated at Madison, Wisconsin this 27th day of December, 1989.



George R. Fleischli
Arbitrator