ARBITRATION AWARD

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In The Matter of Interest Arbitration Between City of Charleston, IL and Charleston Firefighters Local 3200	Case No. S-MA-90-177 Arbitration Panel Duane L. Traynor, Arbitrator-Chairman Dave Foreman, Arbitrator on behalf of the Union Dr. Roger Rives, Arbitrator on behalf of the Employer

APPEARANCES

FOR THE CITY	-	BRUCE C. BEAL Attorney at Law c/o Claudon, Lloyd, Barnhart & Beal, Ltd. 112 West Elm Street Canton, IL 61520
FOR THE UNION	-	MICHAEL A. LASS Municipal-Labor Associates Support Services, Inc. 6747 South Maplewood Avenue Chicago, IL 60629-1808
TIME AND PLACE OF HEARING	-	October 10, 1990 Charleston City Hall Charleston, IL

PUBLICATION

There is to be no publication of this Award.

COPY

Background Agreements and Issues:

The City of Charleston, with a population of approximately 20,000, is located in East Central Illinois within which is located Eastern Illinois University. The City of Charleston and Charleston Firefighters Local 3200 negotiated their first Collective Bargaining Agreement in December of 1989 retroactive to May 1, 1989. It expired April 30, 1990. Charleston Fire Department has an authorized personnel of 33. At the time of the arbitration hearing it had 32 employees, 27 of which were members of the Union.

Negotiations for a new 2-year contract began on February 26, 1990. The negotiating committees of the City and the Union on June 5 and October 10, 1990 tentatively agreed on contract changes with the exception of wages. One of the tentatively agreed to changes on June 5, 1990 was with respect to Article XV, Hours of Work, Employment and Living Conditions, Sections 2, 3 and 4, which change the scheduled hours of work from 56 hours to 49.8 hours and introduced what is referred to as the "Kelly System". Another was Article XXI, Section 3, Holiday Compensation. Between June 5 and October 10, the Charleston City Council rejected the tentative agreement as to the Article XV changes which also affected the tenatively agreed to Article XXI, Section 3 and the Union negotiating committee was so advised. It appears that this proposal was tentatively agreed to by the City's negotiators on the same day it was proposed without any analysis of its cost impact when that was determined they took no action before the Council urging the adoption of the Kelly System. This constituted another unresolved issue. The new Collective Bargaining Agreement is to contain all of the old contract provisions not modified or changed by the parties tentative agreements or by this Award.

While there was some initial question concerning whether this Award would be retroactive to May 1, 1990, the City, during the hearing, agreed that it would be. The parties also waived the statutory and regulation requirements that the hearing begin within 15 days after the neutral chairman was advised of his appointment. At the conclusion of the hearing, it was agreed that the briefs would be filed by November 24. They were actually received by the Arbitrator on November 28. The parties agreed to waive the 30-day statutory and regulation requirement that an Award be issued after the conclusion of the hearing and agreed to an extension of time for the issuance of the Award to January 28, 1991.

As a result of the City Council's action, the following issues, which will later in the Award be more fully identified, are to be decided by the Arbitration Panel. Namely:

1. Whether the Union's last wage offer of a 5% increase on 5/1/90 and 5/1/91 or the City's final wage offer of 4% increase in each of the years be accepted.

2. Should the language changes proposed by the Union for Article XV, Sections 2, 3, and 4 or the City's proposal for that same Article and Sections be accepted.

3. Should the Union's proposed change to Article XXI - Holidays, Section 3 be adopted or as the City proposes remain the same.

4. Should Bargaining Unit Members be reimbursed for meal expenses, (a) within 45 days of when the expense is incurred or (b) as per the current practice which is not defined and without time limit.

Wage Issue

At the hearing, the City's proposed final offer consisted of offers in the alternative with the alternative offer having been the one that had been submitted across the table during negotiations. These offers were:

1. APPENDIX B - SALARY SCHEDULE

A. Fire Fighters

Years of Service	BASE SALARY Effective 5/1/90	BASE SALARY Effective 5/1/91
Probationary Period (0 through 6 months)	$1473.00 per month	$1566.00 per month
6 months thru 1 year	$1660.00 per month	$1753.00 per month
Second Year	$1938.00 per month	$2031.00 per month
3 Years thru 5 Years	$2141.00 per month	$2234.00 per month
6 Years thru 8 Years	$2231.00 per month	$2324.00 per month
9 Years thru 11 Years	$2276.00 per month	$2369.00 per month
12 Yrs. thru 14 Yrs.	$2315.00 per month	$2408.00 per month
15 Yrs. thru 17 Yrs.	$2359.00 per month	$2452.00 per month
18 Yrs. thru 20 Yrs.	$2403.00 per month	$2496.00 per month
21 Yrs. thru 25 Yrs.	$2438.00 per month	$2531.00 per month
Over 25 Years	$2494.00 per month	$2587.00 per month

(This represents a $1,068.00 increase for each step the first year and a $1,116.00 per year increase for each step the second year for a total of 4% for wages the first year and 4% for wages the second year.)

OR

A. Fire Fighters

Years of Service	BASE SALARY Effective 5/1/90	Effective 5/1/91
Probationary Period (0 through 6 months)	$1439.00 per month	$1497.00 per month
6 months thru 1 year	$1634.00 per month	$1699.00 per month
Second Year	$1923.00 per month	$1999.00 per month
3 Years thru 5 Years	$2134.00 per month	$2219.00 per month
6 Years thru 8 Years	$2228.00 per month	$2317.00 per month
9 Years thru 11 Years	$2274.00 per month	$2365.00 per month
12 Yrs. thru 14 Yrs.	$2315.00 per month	$2408.00 per month
15 Yrs. thru 17 Yrs.	$2361.00 per month	$2455.00 per month
18 Yrs. thru 20 Yrs.	$2407.00 per month	$2503.00 per month
21 Yrs. thru 25 Yrs.	$2443.00 per month	$2541.00 per month
Over 25 Years	$2501.00 per month	$2601.00 per month

(This represents a 4% increase in each Step for the 1st and 2nd Year)

In addition to the base salary, an officer will receive the following when promoted to the rank indicated:

Captain	$230.00 per month
EMT-I	$100.00 per month
EMT-D	$125.00 per month
EMT-P	$175.00 per month

(The above amounts are not cumulative, but represent the total amount received for each position when promoted to the same.) see pg 3-1

An EMT-D shall receive the additional pay thirty (30) days after successful completion and certification of the D-program. An EMT-P shall receive an additional $50.00 thirty (30) days after successful completion and certification of the P-program. In addition to the above provisions, members shall receive:

Cleaning Allowance	$7.00 per month (Payable semi-annually during the months of May and November)
Meal Money	$5.00 per meal

The Chairman ruled that under the provisions of the act it was contemplated that each party submit its last offer of settlement on each economic issue and that if it presented settlement in the alternative, it would require the arbitratration panel in its the Award to make a selection between the two, which is not what the statute contemplates and therefore the City must select which of the two alternative offers it was designating as its final offer. Pursuant to such ruling, the City selected as its final offer the first of the two alternatives, an offer which had not been theretofore presented to the Union during negotiations although the alternative offer had been.

The total effect of this offer is to increase the City's salary costs 4%. It does not necessarily increase each longevity step by that amount. Rather the City felt that its starting salary was too low so in arriving at the figures, it computed the average years of service in the Department to be the salary longevity level of 12 and 14 years. As of April 30, 1990 the annual salary for those fireman with those years of service was $26,712. It multiplied that figure by 4% for a total of $1,068. Its offer then increased the base salary for each of the base salary steps set out in Appendix "B" of the 1989-90 contract by $1,068. In this fashion, every fireman in the wage progression would, under the City's proposal, receive a salary increase of $1,068 or $89 per month increase for each of the salary steps. Under this proposal those on the lower end of the salary scale would receive a higher percentage wage increase than those on the upper end of the salary scale. (The range is 6.4% increase for the lower end and 3.6% increase for the top end, computing out to an overall increase of 4%.)

The Union identified as its last wage offer of settlement the following:

The Union identified as its last wage offer of settlement the following:

LAST OFFER OF SETTLEMENT

Pursuant to the parties Ground Rules for their 1990 Interest Arbitration the Union submits this its Last Offer of Settlement as the Union's issues in dispute as follows:

II. APPENDIX "B" SALARY SCHEDULE

DISPUTED

A. Fire Fighters MONTHLY BASE SALARY

Years of Service	Effective 5/1/90	Effective 5/1/91
Probationary Period (through 6 months)	$1453.20 per month	$1525.86 per month
6 months thru 1 year	1650.60 per month	1733.13 per month
Second Year	1941.45 per month	2038.52 per month
3 years thru 5 years	2154.60 per month	2262.33 per month
6 years thru 8 years	2249.10 per month	2361.56 per month
9 years thru 11 yrs.	2296.35 per month	2411.17 per month
12 yrs. thru 14 yrs.	2337.30 per month	2454.17 per month
15 yrs. thru 17 yrs.	2383.50 per month	2502.68 per month
18 yrs. thru 20 yrs.	2429.70 per month	2551.19 per month
21 yrs. thru 25 yrs.	2466.45 per month	2589.77 per month
Over 25 years	2525.25 per month	2651.51 per month

NOTE: The effective monthly salaries represent a 5% increase per year of the 1989 monthly salaries.

NOT IN DISPUTE

In addition to the base salary, an Officer will receive the following when promoted to the rank indicated:

Captain	230.00 per month
EMT-I	100.00 per month

NOT IN DISPUTE

An EMT-D shall receive an additional $25.00 thirty (30) days after successful completion and certification of the D-program for a total of $125.00 increase above the fire fighter's base salary.

NOT IN DISPUTE

A state certified Paramedic shall receive and additional $50.00 per month for a total of $175.00 increase above the fire fighter's base salary.

NOT IN DISPUTE

In addition to the above provisions, members shall receive:

Cleaning Allowance: $7.00 per month payable semiannually during the months of May and November.

DISPUTED

Meal Money $5.00 per meal

Meal money shall be reimbursed to the employee within 45 days of the expense being incurred.

It is to be noted that in its last offer of settlement the Union itemized certain things which were not in dispute and were intended to be in the appendix as part of the wages or salaries. Counsel for the City concurred as to those items not in dispute pointing out that the same items were in its alternative offer starting out about two thirds of the way down the page containing the alternative offer there appears the amounts to be paid EMT-I's and EMT-D's and EMT-P's together with a sentence in parenthesis stating: "The above amounts are not cumulative, but represent the total amount received for each position when promoted to the same". He stated that the Union's last offer of settlement concerning these same items presented the matter a little differently but that both parties intended them to say the same thing; "In other words, if a Captain is also an EMT-I, he would get both the $230 and $100, or if he were a Captain and an EMT-P, he would get both the $230 and $175. Consequently, the parties have agreed that there is no dispute between them on the EMT salary or wages and those provisions appearing in the Union's last settlement offer and the City's alternative settlement offer with respect to the EMTs are not matters to be decided by the arbitration panel, but are to be included in the new Collective Bargaining Agreement as part of an Appendix "B" salary schedule.

Evidence in Support of Last Salary Offers

The Union, in support of its last salary offer, relied upon comparables and what it considered to be applicable consumer price index increases. The criteria it used in selecting comparables was that it looked for cities of approximately the same population, cities with a state university within its jurisdiction, department size and a job market considering that people may commute to another city within a given area. The list of comparables is as follows:

I.A.F.F LOCAL 3200

PROPOSED LIST OF COMPARABLE FIRE DEPARTMENTS

Fire Department	Pop. (000)	Total Employees
1 Carbondale [3]	26.0	29
2 Champaign [1] & [3]	60.0	98
3 Collinsville [2]	21.0	25
4 Decatur [1]	94.0	105
5 East Moline [2]	20.9	35
6 Edwardsville [2] & [3]	13.9	15
7 Lincoln [3]	16.5	22
8 Macomb [1] & [3]	20.6	18
9 Mattoon [1] & [2]	19.5	40
10 Urbana [1]	36.0	41
Averages:	32.8	42.8
Charleston	19.4	33

Selection Criteria

[1] Immediate Labor Market Area: (those Departments which compete for fire fighters who have been or might become Charleston fire fighters; are immediately adjacent to Charleston; have received from or granted mutual aid to Charleston; or are within a 35-40 mile radius of Charleston).

[2] Is within plus or minus 25% of Charleston's population and Department size.

[3] Is a Department in similar circumstance having a state university within is jurisdiction.

Source:

Illinois Professional Fire Fighters 1990 Wage Survey and the Illinois Municipal Compensation Survey 1989

The Union witness who identified this exhibit admitted that the inclusion of Macomb as part of the labor market for Charleston was an error. Macomb, however, was of the same population size, plus or minus 25% of Charleston, and had a university. People from Charleston commute to Decatur and Champaign to go to work. He did not know of people who had been employed by the City of Charleston or in its Fire Department who had left to go to work in other communities listed in the exhibit. People from Mattoon and smaller communities around Charleston had been employed in Charleston. The Fire Department Chief testified he knew no Firefighters who had left Charleston for another community. In order to be employed by the City, one has to have a residency in the Unit 1 School District.

The Union's second exhibit purported to show comparable salaries and is as follows:

1989
FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITHOUT LONGEVITY
AND THE ANNUAL AVERAGE WEEKLY HOURS OF WORK
OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Salary Minimum	Salary Maximum	Yrs. Max.	Avg. Hrs./Wk.
1 Carbondale *	$24,524.04	$24,524.04	0	52
2 Champaign	$23,928.00	$27,648.00	1	56
3 Collinsville	$23,675.00	$28,043.00	2	42
4 Decatur *	$24,080.77	$29,070.19	4	56
5 East Moline	$22,908.00	$25,630.00	5	48
6 Edwardsville	$20,407.00	$25,509.00	2	56
7 Lincoln	$20,700.00	$21,900.00	2	53
8 Macomb	$18,804.00	$20,670.00	1	56
9 Mattoon	$19,655.00	$24,155.00	3	56
10 Urbana	$23,759.00	$25,936.00	1	56
Averages:	$22,324.08	$25,308.52	2.1	53.1
Charleston '89	$16,608.00	$24,624.00	3	56

Charleston ranks 7th of 11.

Footnote:

* No Data was available for 1989 salary figures, the Union used the 1990 salary figures less 4% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

The heading 1989 is confusing. Based on Charleston figures contained therein it appears it is to reflect a 1989-90 period. Charleston figures are for the 12/1/89 to 4/30/90 period. In putting together these figures the Union had a Labor Contract of Carbondale, Collinsville, Edwardsville, and Macomb and, he believed, Mattoon and East Moline. They had contact with representatives of the Urbana Fire Department, what that contact was is not identified. They also conversed on the phone with Decatur, East Moline, and Lincoln. The Union witness admitted that there were other cities in the state within a five, six or seven thousand population range of Charleston that they could have compared themselves with but they chose not to do that. A 1987-88 Illinois Road Map introduced into evidence shows Charleston's population at 19,355. Twenty-five percent plus or minus gives a range of approximately 14,500 to 24,000 population. He believed that the minimum pay listed on that exhibit was the pay after the probation entry level which would have been less. As the exhibit indicates, the Union did not have 1989 salary figures for Carbondale and Decatur; and since the City was offering a 4% increase over the current salaries in Charleston, they reduced the 1990 Carbondale and Decatur minimum and maximum salary by 4% in order to arrive at what they believed the Carbondale and Decatur salaries were. The salaries as listed on the exhibit were based upon information the Union had as to what the salaries in those communities were for the first half of 1989. With respect to the East Moline salaries, he was not sure whether they reflected the salaries as of April 30, 1989 or May 1, 1989 when a new contract went into effect. Later in his testimony, he stated that all figures were those which were effective as of April 30, 1989, admitting, however, in his earlier testimony he had stated the figures were for the first six months of 1989. He wasn't able to identify which of the listed salaries were based on that period.

The exhibit lists the Charleston Fire Department 1989 salary as $16,608. He believed it was the beginning salary for Firefighters, but was not sure. He testified that this figure was the total of the first and second six-months probationary period or a twelve-month period. A reference to Appendix "B" of Joint Exhibit 1, the prior contract, shows the starting salary as of 4/30/90 was $1,384 for the first 6 months. This annualizes at $16,608.

The column "year's max" indicate the year in which the longevity system of the various departments would

begin. He defined longevity as a system of assigning dollar amounts to year of service increments. The figures were obtained from contracts where they had them and if they didn't have contracts, they were established by a telephone survey. Where the exhibits show that Charleston ranks 7th among the 10 comparables, this compares Charleston's salaries with those of its comparables. This ranking is based upon maximums. On redirect examination, he stated that the minimum salary listed on the exhibit was the starting salary offered by the Department. The exhibit which purports to reflects figures of April 30, 1989 shows Charleston's maximum salary at $24,624, which was obtained after 3 years.

Exhibit B of the previous contract lists salaries designated as "base salary". According to the Union witness, these figures also include longevity increments. The salary figures appearing on Union Exhibit 2 are without longevity figured in and identified by the witness as being "base salary".

The Union's Exhibit 3 purports to show a comparison of Charleston with the ten union comparables when maximum salary with longevity is compared. This Exhibit is:

1989
FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITH LONGEVITY
OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Maximum Salary W/Longevity	Years to Max.	
1 Carbondale *	$27,589.42	25	
2 Champaign	$30,413.00	20	
3 Collinsville	$30,286.00	16	
4 Decatur *	$30,814.42	25	
5 East Moline	$26,273.00	15	
6 Edwardsville	$26,996.00	15	
7 Lincoln	$26,460.00	30	
8 Macomb	$22,739.07	25	
9 Mattoon	$27,159.00	20	
10 Urbana	$28,636.00	10	
Averages:	$27,736.59	20.1	
			Ranking
Charleston '89	$28,860.00	25	4th
	$27,768.00	20	5th

Footnote:

* No Data was available for 1989 salary figures, the Union used the 1990 salary figures less 4% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

As indicated thereon, the Carbondale and Decatur figures were arrived at by reducing the known 1990 salary figures by 4%. The Exhibit shows that Charleston, on the basis of the figures listed with its 25 years to reaching maximum salary, ranked 4th among the comparables. Since some departments have different maximum periods, the figure of 20 years to maximum was inserted as the average that compares Charleston with the average. While it was not specifically testified to, presumably these figures, like those on the previous chart, would for a 1989-90 one-year period.

Union's Exhibit 4 is a followup to Union Exhibit 2. It purports to show a comparison between the 1990 comparable salaries and Charleston's ranking with respect thereto when compared with the last offered salary proposal of the Union and the City. The computations are without longevity. It is as follows:

1990
FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITHOUT LONGEVITY

OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Salary Minimum	Salary Maximum	Ranking
1 Carbondale	$25,505.00	$25,505.00	
2 Champaign	$24,407.00	$28,201.00	
3 Collinsville	$24,570.00	$28,930.00	
4 Decatur	$25,876.00	$30,233.00	
5 East Moline	$24,322.00	$27,280.00	
6 Edwardsville	$21,106.00	$26,383.00	
7 Lincoln	$21,600.00	$22,800.00	
8 Macomb	$21,258.00	$23,124.00	
9 Mattoon	$20,442.00	$25,121.00	
10 Urbana *	$24,946.95	$27,232.80	
Averages:	$23,403.30	$26,480.98	
PROPOSED			
Union '90 PPL: +5%	$17,438.40	$25,855.20	7th
City '90 PPL: +4%	$17,272.32	$25,608.96	7th

Footnote:

* No Data was available for 1990 salary figures, the Union used the 1989 salary figures plus 5% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

As indicated, the 1990 figures for Urbana were not available as they were in negotiations. The Union there was requesting 6% and the City was offering 3½%. For the purpose of this Exhibit the Union shows a figure of 5% which is in between and which it is seeking in this arbitration. The minimums are computed by annualizing the Charleston's 4/30/90 contract starting salary of $1,384 per month for the first 6 months.

The figures shown for Charleston are based on the last offer made by it during negotiations as set out in the City's alternate proposal presented to the Hearing Board. The City's last offer to be considered by the Board is different. The City's last offer presented to the Board for a starting salary was $1,473 per month which when annualized is $17,676. Its maximum offer for over 25 years of service without longevity is $2,141 per month which when annualized is $25,692. Inserting these figures on the exhibit would not change the City's 7th ranking.

The Union introduced the following exhibits reporting to show the maximum salaries with longevity of its comparable cities. It is as follows:

1990
FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITH LONGEVITY
OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Maximum Salary W/Longevity	Years to Max.
1 Carbondale	$28,693.00	25
2 Champaign	$31,021.00	20
3 Collinsville	$31,253.00	16
4 Decatur	$32,047.00	25
5 East Moline	$27,923.00	15
6 Edwardsville	$27,870.00	15
7 Lincoln	$27,360.00	30
8 Macomb	$25,438.71	25
9 Mattoon	$28,245.00	20
10 Urbana *	$30,067.80	10
Averages:	$28,991.85	20.1

			Ranking
PROPOSED Union '90 PPL: proposal	$30,303.00	25	4th
	$29,156.40	20	5th
City '90 PPL	$30,014.40	25	5th
	$28,878.72	20	5th

Footnote:

* No Data was available for 1990 salary figures, the Union used the 1989 salary figures plus 5% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

This information was obtained from the same sources with regard to labor agreements and telephone surveys. In the Union's Exhibit 4 maximum salary listed therein is the maximum salary without longevity. That was the salary at the end of the probationary period. The figures in the above exhibit the maximum salary is increased by longevity increments. The Union witness did not know what the probationary period was in each of its comparable cities. Since Charleston has a 25 year period to reach the maximum salary with longevity and since the average of the comparable cities was 20 years, the Union computed the rankings using both the Union's and City's proposals for each of those two periods. It is to be noted that the Union's exhibits which refer to Charleston's proposals as to wages are computed on the wages set forth in the City's alternate last offer which were the only figures that had been discussed with the Union during negotiations. They do not make a comparison as to ranking based on the last offer presented before the arbitration panel. The Union proposed maximum salary with longevity is set forth at $30,303 or $2,525.25 per month. This computation was based upon over 25 years to maximum not 25 years and used the first contract year proposal. The City's final offer for over 25 years was $2494 per month or $29,928 a year. An analysis of the exhibit by the Board reflects that the Union's $29,156.40 figure represents a Union proposal up to the 20th year or $2429.70 a month. Under the City's proposal the monthly salary of 18 years through 20 years service is $2403 per month or $28,836. An examination of the exhibit shows that the Union when ranking the City fifth where a 20 year maximum was used merely compared its 20 year figure against the maximum salary with longevity of its comparable cities without regard to the years of maximum those cities required which range from 10 to 30, only 3 of which had maximums of 25 years comparable to Charleston and 1 with 30 years maximum. Using the same method of computation that the Union used, the Board computed Charleston's 20 year maximum salary with longevity as appears in the City's last offer at $28,836. Thus, even using the City's last offers, the rankings as appeared on the exhibit would not change.

The Union introduced as an exhibit a computation of the 1991 Firefighters annual salary data with years to maximum without longevity covering its comparables which is as follows:

1991
FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITHOUT LONGEVITY

OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Salary Minimum	Salary Maximum	Ranking
1 Carbondale *	$26,780.25	$26,780.25	
2 Champaign *	$25,627.35	$29,611.05	
3 Collinsville *	$25,798.50	$30,376.50	
4 Decatur *	$27,169.80	$31,744.65	
5 East Moline *	$25,538.10	$28,644.00	
6 Edwardsville	$21,689.00	$27,111.00	
7 Lincoln	$22,500.00	$23,700.00	
8 Macomb	$22,258.00	$23,124.00	
9 Mattoon *	$21,464.10	$26,377.05	
10 Urbana *	$26,194.35	$28,594.65	
Averages:	$24,501.95	$27,606.32	
PROPOSED Union '90 PPL: +5%	$18,309.90	$27,147.75	6th
City '90 PPL: +4%	$17,962.88	$26,633.36	8th

Footnote:

* No Data was available for 1991 salary figures, the Union used the 1990 salary figures plus 5% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

The Union witness testified that Edwardsville, Lincoln and Macomb had data available on current contracts due to be extended into 1991. As the asterisks indicate, seven of the comparable cities did not have such data so that for purposes of comparison their maximum salary without longevity was increased by 5% which the Union was seeking in this case. He testified that the minimum salary on this exhibit is the starting salary and the maximum salary is at the end of probation. He testified

that if the City of Charleston was to give them 5% and the other asterisk cities were to get 5%, this would show how their standing improved or declined.

The maximum figure used by the Union computes out to $2,262.33 per month beginning 5/1/91 of its salary proposal. The computed City maximum is shown as $26,633.36 or $2,219.44 per month which is the 5/1/91 proposed 3-5 year level. For comparison purposes, the City figures on the exhibit need to be adjusted due to the fact that its last offer as presented to the Board is different from its alternate offer figure used by the Union. As computed by the Board, the City's maximum offer for over 25 years without longevity (2,234 x 12) is $26,808 ranking it 5th rather than 8th.

The Union also introduced as an exhibit as computation of Firefighters salaries in 1991 with years to a maximum salary with longevity comparing the City and the Union's proposal with its comparables. It is as follows:

1991

FIRE FIGHTERS ANNUAL SALARY DATA
WITH YEARS TO MAXIMUM SALARY WITH LONGEVITY
OF
THE UNION'S COMPARABLE DEPARTMENTS

Fire Department	Maximum Salary W/Longevity	Years to Max.
1 Carbondale *	$30,127.65	25
2 Champaign *	$32,572.05	20
3 Collinsville *	$32,815.65	16
4 Decatur *	$33,649.35	25
5 East Moline *	$29,287.00	15
6 Edwardsville	$28,598.00	15
7 Lincoln	$28,260.00	30
8 Macomb	25438.7124	25
9 Mattoon *	$29,657.25	20
10 Urbana *	$31,571.40	10
Averages:	$30,197.71	20.1

			Ranking
PROPOSED			
Union '90 PPL:	$31,818.15	25	4th
	$30,613.80	20	5th
City '90 PPL	$31,214.56	25	5th
	$30,034.16	20	6th

Footnote:

* No Data was available for 1991 salary figures, the Union used the 1990 salary figures plus 5% for its comparison.

Source:

Labor Agreements and Telephone Surveys.

Again the figures for the City are not based upon the City's last salary offer as presented to the arbitration panel. The figures are computed on the over 25 years maximum not 25 years. They also are computed on the second contract year figures not the first. Under the City's last proposal, the maximum salary with longevity for over 25 years for the second contract year would be $31,044 rather than the $31,214 shown in the exhibit for over 25 years and $29,952 instead of $30,034 for 20 years as shown in the exhibit, thus ranking the City 5th for 25 year maximum and 5th rather than 6th for a 20 year maximum. As noted on the exhibit, all but Edwardsville, Lincoln and Macomb have estimated figures adjusting the 1990 maximum salary with longevity by 5%.

A Union witness testified that with 27 bargaining unit members, the total cost of the City including longevity and not including any rank pay was presently $676,860 for a year. The $676,860 figure was a Union estimate made by taking as of May 1,1990 the base salary including longevity for each of the 27 Firemen and totaling them. A 4% increase would cost the City $703,934 and a 5% increase as the Union proposed would cost the City $710,703 or a difference of $6,769. Thus, a base pay increase would cost the City $6,769 more under the Union proposal than the City proposal. By presenting that difference he wasn't trying to say the City is crazy for arbitrating this matter because it would only cost $6,769 to give the Union what it wanted.

The Union introduced as an exhibit the U.S. Department of Labor, Bureau of Labor statistics released for August of 1990. This showed that the percentage of change from August 1989 to August 1990 both in the CPI-U and CPI-W was 6%.

The Union also introduced as an exhibit a U.S. Department of Labor, Bureau of Labor statistics news release of August 23, 1990 showing State and Local Government Collective Bargaining settlements in the first six months of 1990. It stated that three fourths of the 322,000 State and Local Government workers under settlements in the first half of 1990 were employed by Local Government. Their wage-rate adjustments average 4.8% in the first contract year and 5.3% annually over the contract term. The tables appearing in such release indicate that the statistics contained therein are based upon the Collective Bargaining Agreements covering either 5,000 or more workers or those covering 1,000 or more workers.

City's Comparables

In their comparables, the Employer picked those cities it felt represented the best available areas to compare with Charleston. Criteria was that all were rural towns not influenced by big cities like Chicago or St. Louis, were downstate cities plus or minus 6,000 of Charleston's population, and their work week was very similar. In gathering data for the exhibits on comparables, the following survey form was sent and answers received from all of its comparable cities. This form is:

1. Name of City:_____

2. County:_____

3. City Population:_____

4. Total Employees in Fire Department:_____

5. Please indicate number of employees for each category for the following:
   a) Captians_____ b) Lieutenants_____
   c) EMT_____ d) EMT-I_____
   e) EMT-D_____ f) EMT-P_____
   g) Other_____ Classification_____

6. Number of fire calls per year:_____

7. Number of ambulance calls per year:_____

8. Total overtime in hours for fire:_____

9. Total overtime in hours for ambulance:_____

10. How many ambulances do you have:_____

11. How many fire trucks and related support equipment excluding ambulances do you have_____

12. Please state your shift rotation (i.e. kelly system, 24 hour on - 24 hour off, etc.) for the following:
    a) Firefighters_____
    b) EMT--EMT-P_____

13. Are you unionized_____
    If so, which union_____

14. Please give wage information as follows:

	Starting	Middle	Top	Dept. Average
Captain				
Lieutenant				
Fireman				
Other (identify)				

15. Please state additional compensation for following:

	Monthly	or	Annually
a) EMT			
b) EMT-I			
c) EMT-D			
d) EMT-P			

16. Annual number of holidays:_____

17. Annual number of personal days:_____

18. Annual number of sick leave:_____

19. Maximum accumulation of sic leave:_____

20. Vacation schedule:
    1 week after_____
    2 weeks after_____
    3 weeks after_____
    4 weeks after_____
    5 weeks after_____
    6 weeks after_____

21. Do you have a health plan?_____

22. If so, how much do you pay per month for the basic plan:
    a) Employee_____
    b) Dependant_____

    For Dental:
    a) Employee_____
    b) Dependant_____

    For Eye Care:
    a) Employee_____
    b) Dependant_____

After getting the surveys, they had phone conversations with the various departments to verify information which they needed to prepare their exhibits. The survey results are represented in the following exhibits:

COMPARABLE CITIES

+/- 6000 RURAL POPULATION

City	Population	Workweek	Total Employees In Department
Belvidere	15,200	56 hrs.	22
Carbondale	27,500	53 hrs.	30
Centralia	15,500	56 hrs.	22
Macomb	20,600	56 hrs.	12
Mattoon	20,000	52 hrs.	40
Mt. Vernon	17,500	56 hrs.	26
Lincoln	18,000	56 hrs.	29
Dixon	15,700	56 hrs.	16
Jacksonville	20,300	56 hrs.	26
Charleston	21,000	56 hrs.	27
Average:	19,130	55.3 hrs.	25

City	No. Fire Calls Per Year	No. Ambulance Calls Per Year	No. Ambulance Vehicles
Belvidere	N/A	N/A	N/A
Carbondale	572	N/A	N/A
Centralia	540	N/A	N/A
Macomb	350	N/A	1
Mattoon	800	N/A	N/A
Mt. Vernon	600	900	1
Lincoln	387	352	N/A
Dixon	245	594	2
Jacksonville	500	N/A	N/A
Charleston	223	1,356	3
Average:	469	801	

Where N/A appears, this indicates that the city didn't have that information.

City	Vacation Minimum/Days	Vacation Maximum/Days	Time Required
Belvidere	7	14	15 Years
Carbondale	4.33 (104 Hrs.)	8.66 (208 Hrs.)	10 Years
Centralia	4	12	5 Years
Macomb	10	18	15 Years
Mattoon	5	11	20 Years
Mt. Vernon	5	10	12 Years
Lincoln	3	12	20 Years
Dixon	5	10	15 Years
Jacksonville	2	10	10 Years
Charleston	4 (96 Hrs.)	12 (288 Hrs.)	14 Years
Average:	4.9	11.76	13.6 Years

The foregoing exhibit references the minimum and maximum days of vacation and the time required for each of these steps. The parties agreed that there is no dispute on time off for vacation. Cross examination pointed out that in this and other city exhibits the average was calculated by including Charleston while the Union's exhibits calculated the averages without including Charleston making it difficult to compare averages between the two.

City	No. EMT/ EMT-P	EMT/EMT-P Pay	Wages - 1990 Fiscal Yr.	Captains	Firefighters
Belvidere	N/A	EMT - No Pay EMT-P - None	St: Av: Top:	 31,500	22,578 28,841/25
Carbondale	N/A	N/A	St: Av: Top:	28,064 35,271	19,953 28,029/25
Centralia	EMT-12	EMT -$25/mo	St: Av: Top:	24,446 28,113	21,048 26,301/20
Macomb	EMT- 8	EMT-$0	St: Av: Top:	 25,657 	20,258 22,601 24,951/25
Mattoon	N/A	N/A	Top: St: Top:	 27,129	24,931/25 20,441 25,899/10
Mt. Vernon	EMT-28 EMT-P-11	EMT-$20.83 EMT-P-$125/mo.	St: Top:	 31,473	22,490 27,167/20
Lincoln	EMT-12 EMT-P- 0	EMT-$35/mo. EMT-P-$0	St: Top:	22,800 27,420	21,600 23,640/20
Dixon	EMT- 3 EMT-P-12	EMT-$0 EMT-P-$66/mo.	St: Top:	 	18,600 26,750
Jacksonville	EMT- 6	EMT-N/A EMT-P-N/A	St: Top:	 35,152	21,853 28,755/20
Charleston	EMT-10 EMT-1- 4 EMT-D- 9 EMT-P- 0	EMT-0 EMT-1-$100 EMT-D-$125 EMT-P-$175	St: Av: Top:	 32,772	* 17,272 ** 18,340/17,962 * 24,204 ** 25,272/26,283 * 30,014/25 ** 31,082/31,215
Average:	EMT-ALL 16	EMT-P-$122	St: Top:		*** 20,980 *** 26,701

* These amounts do not include any increases for the 1990 Fiscal Year.

** These amount include the fixed dollar/percentage increase proposed by City.

*** Average is without Charleston increases.

The City witness testified that the starting salary on the above exhibit would be that paid for the first six months of employment. The top wage is the maximum that one can obtain in each classification, such as Firefighter, Captain, or Lieutenant. The average wage is indicated as being based on years of service. Some cities might have 9 to 12 as an average wage in terms of service so that the average taken was the middle wage between the top and low on each city's survey. As noted on the exhibit, the average is without Charleston's proposed increases.

The witness pointed out that Charleston is above average in EMT-P pay, Firefighter's pay, and Captain's pay with the exception of the starting salary of Firefighters where it is low. The EMT-P classification has not heretofore been in the Charleston contract, but as a result of negotiations is to be included in the current contract.

The City, in order to demonstrate the total cost to the City of the agreed to economic package including its last wage offer, had admitted into evidence the following exhibit:

PERCENTAGE INCREASE FOR:

1. PARAMEDIC = $75.00/MO.

75
÷242 HRS./MO. (2912-12)
.31/HR. INCREASE

BASE	9.36
EMT-D	.52
	9.88

% INCREASE	.31
	÷9.88
	3.1%

2. LIFE INSURANCE:

PREMIUM INCREASE FOR 12,000 = 5.20/MO.
x 12 MO.
62.40
x 27 MEN
1,685

TOTAL COST: 1,685 = .23% 00L3
TOTAL PAYROLL: 733,692

3. WAGES:

	05/01/90	05/01/91
START:	6.4%	6.3%
AVG. DEPT. SALARY:	4.0%	4.0%
TOP:	3.6%	3.6%

The paramedic increase would be in addition to that offered as a base wage increase. Because of the delay in getting a contract, the testimony indicated that in all probability the City would incur no cost for the new paramedic pay during the fiscal year 1990. The parties agreed to an increase in life insurance coverage from $11,000 in the 89-90 Contract to $12,000. It was explained that the life insurance costs represents $5.20 per month increase being paid for each Firefighter or an increase of little over two tenths of a percent. The City has two other Bargaining Units, the Police and the Operating Engineers.

The following exhibit was introduced by the City to make a comparison between what the City of Charleston's Firefighters' pay and the City pays towards Life Insurance and what is paid by its comparable cities. This exhibit is as follows:

City	Insurance Employees (Paid by ER)	Insurance Employee Pays For Dependant	1990 Fiscal Year Wage Increase	1991 Fiscal Year Wage Increase
Belvidere	100%	$ 95.00	4% Not Retroactive	4%
Carbondale	100%	50%	5%	To Be Negotiated
Centralia	100%	$ 25.00	4%	To Be Negotiated
Macomb	100%	$154.00	4.5%	4.4%
Mattoon	100%	$ 35.00	4%	To Be Negotiated
Mt. Vernon	100%	$211.00	2.3%	To Be Negotiated
Lincoln	100%	$200.00	4%	4%
Dixon	100%	$ .00	7%	4%
Jacksonville	100%	$100.00	4%	To Be Negotiated
Charleston	100%	$42.00/$59.00	To Be Determined	To Be Determined
Average:		$110.00	4.31%	

The City also introduced as an exhibit a comparison between its comparables and the City of Charleston with respect to the number of paid holidays, sick leave days, personal leave days, and whether comparable cities had longevity pay steps. This exhibit is as follows:

City	No. of Holidays	No. of Sick Leave	Personal Leave	Longevity Steps
Belvidere	11	N/A	1	Yes
Carbondale	10/Yr.	11/Yr.	3	Yes
Centralia	10/Yr.	12/Yr.	4	Yes
Macomb	10	12	3	Yes
Mattoon	1	5/Yr.	7/Yr. Kelly	Yes
Mt. Vernon	96 Hrs. Pd. at 40 rate added to base	12/Yr.	2	Yes
Lincoln	5/Yr.	12/Yr.	7/Yr.	Yes
Dixon	10/Yr.	4/Yr.	3	Yes
Jacksonville	6	5	1/Yr.	Yes
Charleston	11.5	12	3	Yes
Average:	7.75	9.44	3.4	

While there was no disagreement with respect to insurance and the other matters set forth in the above two exhibits, they were introduced for the purpose of indicating how the City of Charleston's total economic package compared with its comparable cities.

The City introduced into evidence a May 18, 1990 page from Commerce Clearing House, Inc.'s Labor Law Reports showing a rise in consumer prices. It is there stated: "The CPI-W, which is used as an escalator in Union contracts and Federal entitled payments, registered an April level of 127.3 (1982-1984 = 100) which is a 4½% increase over April 1989. The CPI-U registered an April level of 128.9 (1982-1984 = 100) which is 4.7% higher than April of 1989."

Other Evidence Bearing on Salary Increases

It was testified that the traditional comparables used by the parties prior to this arbitration was Carbondale and Macomb comparing wages, salaries and medical

insurance plans. The City witness testified that in the past they have compared themselves with what went on in negotiations at Eastern Illinois University, but not recently. That institution settled their contract recently for a 2% raise in wages.

During negotiations for the 1989 contract the Charleston Firefighters negotiated and received a 4.17% wage increase while the other City Bargaining Units, the Police and Operating Engineers, and other City employees received a 4% increase.

While the evidence was not entirely clear, it appeared that the Police and Operating Engineers negotiated their contracts about two years ago calling for a 4% increase in the 1991 Fiscal Year.

During contract negotiations and prior to the June 5, 1990 negotiations up to this the Union's demand with respect to wages was a 4% increase in the 1990-91 Fiscal Year and 4½% in the 1991-92 Fiscal Year.

Finding of Facts
With Respect to the Salary Issue

Both the Statute and Regulations set forth eight factors which are to be considered by the Arbitratration Panel on each of the economic issues. We will only discuss those factors which have application to this arbitration. The first of these factors to be considered are the interests and welfare of the public and financial ability of the units of government to meet the increased costs. There was no evidence introduced to show that the City could not meet the costs of either last wage offer. The Board recognizes, however, that in the absence of extenuating circumstances the interests and welfare of the public is best served by uniformity of pay raises offered City employees. Extenuating circumstances includes disparate treatment with respect to wages and conditions of employment for persons similarly employed; costs of living; and disparate treatment with respect to vacations, holidays, and other excused time; insurance and pensions; medical and hospital benefits. Findings of facts with respect to these matters will hereinafter be considered.

The Union proposed what it considered to be ten comparable cities. The City proposed nine. Their exhibits show that they are in agreement that Carbondale, Macomb, Mattoon, and Lincoln are comparable to Charleston and they agree that Macomb and Carbondale have been considered by the parties in the past when comparing wages, salaries, and medical insurance plans.

It is rare that any two cities will have identical economic packages and salary ranges. For purposes of comparison, however, population size is a necessary criteria as it tends to indicate a comparable tax base which can limit the amount of funds which are available to each of the cities. In making comparisons, another important element is the number of Fireman in the Department and the hours they are required to work for the salaries offered. Since large urban areas tend to generate collar communities closely crowded together, high employment rates, higher living costs, greater competition for employees, all inflate salaries when compared with other areas of the State. Those areas, as a general rule, do not lend themselves to a fair comparison with cities located in areas of the State which do not fall within those categories.

The City proposes among its comparables Belvidere and Dixon, Illinois. The Board notes that both of these cities are within the confluence of Rockford, Illinois, a highly industrialized city which tends to influence wages in those areas. The Union proposes as comparables such cities as Decatur, East Moline, and Collinsville among others. Decatur, with a population of 94,000 and 105 Fire Department employees, hardly seems to be a comparable when one considers that it is a highly industrial city. East Moline is adjacent to the tri-cities of Moline and Rock Island, Illinois and Davenport, Iowa; again a high industrial area which influences wages in that area of the State. Both Collinsville and Edwardsville are within the confluence of St. Louis which affects wages in that area. Thus, those cities as proposed by both the City and the Union for those reasons are not comparable to a City like Charleston located in an area not subjected to those influences.

The parties agree on four comparables; Carbondale, Macomb, Mattoon, and Lincoln; with their admission that in that past Carbondale and Macomb have been used for comparison as they are university cities such as Charleston and with the agreement that all four cities are comparable,

the Board believes that for the purpose of a comparison with the wage offer, hours and conditions of employment, the comparison should be made with those four cities. Another reason for limiting the comparables to those cities is that the Union's evidence with respect to many of its comparables was vacilating and uncertain raising some question as to its reliability. (See pages 10 and 11 supra) In many cases the figures are based on assumed or arbitrary adjustment in percentage increases or decreases from other years with no certainty they will turn out to be accurate.

Charleston has a population of 19,400 with 33 Fire Department employees, 27 of whom are in the Bargaining Unit and a work week of 56 hours. The following chart based upon both the Union and the City's exhibits as they relate to those four cities sets out the 1990-91 and 1991-92 starting and top salaries for each of those cities, identification as to their population, number of employees, and work week, and where known or can be computed the percentage of wage increase appear therein. The figures underlined indicate discrepancies of more than a $1000, if dollars are involved, between the Union and City's exhibits. Asterisks figures indicate the Union's speculation of maximum salaries based on a computation of an assumed 5% increase over the previous year's wages but not as yet negotiated.

Statistical Data	Union's Comparables 1990-91	Union's Comparables 1991-92	City's Comparables 1990-91	City's Comparables 1991-92
	Start to Maximum	Maximum	Start to Maximum	Maximum
Carbondale City-27,300 53 Hours 30 Employees Jn-26,000 29 Employees	$25,505 - $28,693/ 5% increase	$30,127/* Maximum 25 yrs.	$19,953 - $28,029 Maximum 25 yrs. 5% increase	No evidence
Macomb 20,600 56 Hours Jn-20,600 18 Employees	$21,258 - $25,438/ Maximum 25 yrs.	$25,438* Maximum 25 yrs.	$20,258 - $24,952 Maximum 25 yrs. 4.5 % increase	$25,949 4% increase
Mattoon 20,000 40 Employees 56 Hours Jn- 19,500 18 Employees	$20,442 - $28,245 Maximum 20 yrs.	$29,657* Approximately a 4.5% increase	$20,441 - $25,889 $24,931 Maximum $25,899 figure 10 yrs. $24,932 - figure 25 yrs.	No evidence
Lincoln 18,000 29 Employees 56 Hours Jn-16,500 22 Employees	$21,600 - $27,360 Maximum 30 yrs.	$28,360 Represents almost a 4% increase	$21,600 - $23,640 Maximum 20 yrs. This is a 4% increase	Negotiated a 4% increase
	Charleston 1989 Contract			
	$16,608-$28,860		$16,608-$28,860	
		Last Offer		
	$17,436-30,303	$18,310-31,818	$17,676-29,928	18,792-31,044

The City's figures for Mattoon are confusing while the Union's figures for 1990-91 appear to indicate a more reasonable spread in going from a starting salary to a maximum in 20 years. The same appears to be true for Lincoln.

The comparison with the Union's and City's final offers with the data on the above chart shows that each 1990-91 salary proposal as a starting salary is roughly $2,000 below all four agreed to comparables. The Union's final 1990-91 maximum salary offer of $30,303 exceeds that of all of the comparables by $2,000 to $4,000. The City's final 1990-91 maximum salary offer of $29,928 exceeds the comparables by $1,000 plus to approximately $4,000.

The chart shows, with respect to percentage of increases obtained by the above comparables, to be:

Carbondale	5% (1990-91)	(1990-92 to be negotiated)
Macomb	4.5% (1990-91)	4.4% (1991-92)
Lincoln	4% (1990-91)	4% (1991-92)
Mattoon	4% (1990-91)	4% (1991-92)

There is really no way to compare the 1991-92 offers as the Union was the only one to present any figures which, with the exception of Lincoln, are figures adjusted on the basis of the 1990-91 figures by 5% which it seeks in this arbitration. We have no way, if as a result of negotiations the Firefighters in those communities would get a 5% increase. Comparisons are thus too speculative. Even if we were to accept the Union's computations, both the Union and City's final offers of $31,818 and $31,044 would exceed the computed maximums of the highest comparable, Carbondale, by roughly 5% and Lincoln's, the lowest, by 7 to 8%. These figures indicate that under either offer Charleston Firefighters' maximum salary would exceed those of the comparable communities and would be lower for the starting Firemen with the City's offer for the starting salary being slightly higher.

The Union contends that salaries are affected by those paid Firefighters in the immediate labor market area, identifying Champaign with a population of 60,000 and 98 Fire Department employees; Decatur with a population

of 94,000 and 105 Fire Department employees; Mattoon with a population of 19,500 and 18 Fire Department employees; and Urbana with a population of 36,000 and 41 Fire Department employees as those cities with whom Charleston must compete for employees.

The Union evidence was to the effect that there were people in Charleston who commuted to Champaign and Decatur to go to work. The witness did not know if any people employed by the City of Charleston or its Fire Department had left to go to work in other communities listed in the Union's list of comparables. People from Mattoon and the smaller communities around Charleston had been employed in Charleston, thus indicating the salaries in that City had attraction for them. There was no evidence that Charleston was having trouble recruiting Firefighters on the basis of their past salaries. As a result of this evidence, we find that competition in the immediate labor market area doesn't impact on Charleston's salaries.

Not only do Charleston Firefighters under both salary offers fare better in the salary area than do Firefighters in comparable cities, but the City's exhibits indicate that generally the total economic package offered is better than that of the comparable cities. All comparables, like Charleston, pays 100% of the Firefighters insurance. The cost of dependent coverage in Charleston is $42/$59 which is much lower than in other comparable cities except Mattoon which is $35. Charleston has more holidays. The number of sick leave days is higher than Mattoon and Carbondale and the same as Lincoln and Macomb, only Lincoln has more personal days and only Macomb offer more vacation days. These later benefits are one of the things the Statute and Regulations mandate we consider when evaluating the last offers.

The Statute and Regulations also mandates that the Board consider the average consumer prices for goods and services commonly known as cost of living. The Union evidence was that as of August 1990 there was a percentage change from August 1989 in both the CPI-U and the CPI-W of 6%. Its evidence also showed that settlements in the first 6 months of 1990 in State and Local Government Collective Bargaining Agreements involving contracts covering 5,000 or more workers or those covering 1,000 or more workers resulted in an average wage adjustment of 4.8% in the first contract year and 5.3% annually over

agreement is to go into effect is the appropriate one. Such conclusion is obvious in a situation such as presented to this Board where it is agreed that the wage increases are to be retroactive to May 1, 1990. We, therefore, find that the City's evidence, with respect to the cost of living, is to be considered in evaluating the wage offers.

The final Statutory and Regulations factor to be considered are "such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in public service or private employment.

Under this heading, we have to consider the fact that the Firefighters, during their last negotiations, received a 4.17% increase while other Bargaining Units and City employees received only a 4% increase. This was done so that the Firefighters could "catch up". Presumably such increase made their wages comparable to other City employees doing like or similar work. We also have to consider the fact that other Bargaining Units and City employees for the 1990-91 period received only a 4% increase in wages. We also have to consider the fact that the parties have agreed to a 3.1% increase in Paramedic compensation and an approximately two tenths of a percent increase cost to the City for insurance premium payments. These are factors in addition to any granted wage increase which increase the City's costs.

The City also urges that we consider the fact that the Union prior to the arbitration hearing last offer during negotiations were willing to accept a 4% increase for the 1991 year and a 4½% increase for the 1991-92 year. The evidence shows that during negotiations on 6/5/90 it changed its previous wage demand so that it coincides with its last offer.

Interest arbitration is an extension of the Collecting Bargaining process. The Illinois Public Relations Act has, for its purpose, the regulation of labor relations between public employers and employees, including the designated employee representatives, negotiations of wages, hours, and other conditions of employment, and the resolution of disputes arising under the Collective

the contract term. The City's evidence quoting Commerce Clearing House, Inc. Labor Law Reports was to the effect that the CPI-W which is used as an escalator in Union contracts and Federal entitle payments for the period of April 1989 to April 1990 showed there had been a 4½% increase over that period and the CPI-U for the same period was an increase of 4.7%.

The City argues that the Union's cost of living figures should not be used as they are of August 1990 while the new two-year contract is to run from May 1, 1990. It urges, based upon arbitrable authority (City of Decatur and IAFF Local 505, ISLRB Case No. S-MA-29 and Village of Skokie and Skokie Firefighters Local 3033, ISLRB Case No. S-MA-89-123), holding in effect that the cost of living increases is to use the year since the parties last negotiated over wages is the standard to be applied by the Board.

The Union urges that under the Statute and Regulations one of the factors the Arbitration Board is to consider is changes in any of the foregoing circumstances, cost of living being one of them, during pendency of the arbitration proceedings justifies the use of the August 1990 figures. Elkouri and Elkouri in their Volume on How Arbitration Works, 4th Edition, Page 821, states:

> "An appropriate base period must be selected in applying the cost of living standard. The base period that is selected determines the real wage that is to be maintained by the standard. Generally the date of the last arbitration award or of the parties' last wage negotiations is used a the base date."

The notation under that heading indicates that a date other than that of the last negotiations may be selected as the base period. Citing cases of an earlier date selected before the National Labor Board. Subsequent arbitrations held the earlier cases were outmoded. While the factor of changes in any of the foregoing circumstances during the pendency of the arbitration proceeding might well have application to such criteria as comparables selected, vacations, holidays, pensions, and medical hospitalization benefits, interests and welfare of the public and the financial ability of the unit of government to meet costs might be considered under the factor of changed circumstances. It appears the only cost of living standard is that existing at the time the new wage

Bargaining Agreements. Rules and regulations have been published by the Board seeking to implement the Acts provisions. The act recognizes that since public employees, such as Firefighters, are not permitted to strike, they must have a mechanism to settle their differences. The mechanism provided is interest arbitration. The rules and regulations on Page 45 have a heading: "SUBPART B: IMPASSE PROCEDURES FOR PROTECTIVE SERVICES UNITS". Such a heading and, in fact, the Statute indicates that the parties only get to interest arbitration after they have, through negotiations, engaged in good faith bargaining to persuade the other party to accept their respective positions and have been unable to do so. As a result of those negotiations, the parameters of their dispute have been set. In this case, those parameters were the City's offer of 4% increase each year and the Union's offer of 5% increase each year. This is the impasse. When the Statute and Regulations require a submission to the Board of their final offers, it contemplates the parties in their last offer either refusing to move from last offers made in or negotiate a compromise in which one side or the other, as is done in negotiations, modifying its position within those parameters. In other words, a continuation of good faith bargaining. The Union has refused to move from its 5% offer and, therefore, is entitled to have the Board consider it without regard to a prior offer made in negotiations for less. In this case, the City repackaged its final offer from that discussed during negotiations, but kept it within the parameters by continuing to offer a 4% increase in each of the contract years. Its alternate proposal was the one discussed during negotiations prior to arbitration. It was only after the Chairman ruled that it must select one or the other that it selected the repackage offer. So long as it didn't change its offer made in negotiations from a 4% total wage increase, it can be said this offer was a continuation of good faith bargaining. As such, it is entitled to have the Board consider it as a last offer.

We are mandated to select one of the two last offers. With both offers exceeding salaries paid Firefighters in comparable cities and with the only evidence justifying a 5% raise being based upon the Union's cost of living figures which we have rejected in favor of those submitted by the City. With other Union contracts with the City settled at 4%; with 3 of the chosen comparable cities settling for a 4% increase and the fourth at 4.5%; and

a 4% increase being close to the selected cost of living index the evidence preponderates in favor of the City's last offer as opposed to that of the Union. It is, therefore, the holding of the Board that on the economic issue of wages, the City's last offer, together with admission that there should be added thereto "cleaning allowance, $7.00 per month payable semi-annually during the months of May and November and Meal Money - $5.00 per meal" is adopted by the Board.

Article XV, Section 2,3, & 4
Changes Issue

Article XV, in the 1989-90 contract, in part, reads as follows:

ARTICLE XV

HOURS OF WORK, EMPLOYMENT AND LIVING CONDITIONS

SECTION 1. APPLICATION

This Article is intended to define the normal hours of work per day and per week in effect at the time of execution of this Agreement, and shall not be construed as a guarantee of days of work per week.

SECTION 2. WORK SCHEDULE AND TOURS OF DUTY

The work week for members of the bargaining unit shall consist of an average of fifty-six (56) hours on a schedule of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) consecutive hours off duty. The 24 hour shift shall commence at 0700 hours and continues through to 0700 hours the following day and shall include two (2) paid meal periods provided that an emergency situation does not occur which would automatically preclude either or both. Each such twenty-four (24) hour work day shall be considered as one (1) tour of duty.

Parties agree that the work period for firefighters included under the overtime provisions of the Fair Labor Standards Act and under this agreement shall be twenty-eight (28) days. The parties further agree that overtime compensation on an hourly basis is not required to be paid under the Fair Labor Standards Act until and unless a firefighter has worked more than two hundred twelve (212) hours in a twenty-eight day work period. For the purposes of this contract the Employer and the Union shall agree to a work period of twenty-eight (28) days and two hundred twelve (212) hours.

SECTION 3. DUTY SHIFTS

The normal duty shifts for firefighters covered by this Agreement shall be as follows:

a. 56 Hour Per Week Employees

In the case of firefighters on a fifty-six (56) hour per week work schedule, duty shifts represent each of the three (3) consecutive twenty-four (24) hours periods during a given seventy-two (72) hour period to which these firefighters are assigned. The Fire Chief shall be responsible for determining the number and types of duty shifts which shall be used in the Fire Department. The Fire Chief is also authorized at his own discretion to make duty shift assignments among the firefighters.

SECTION 4. EXCHANGING TOURS OF DUTY

The Fire Chief may, at his own discretion, grant the request of any two (2) firefighters to exchange tours of duty or days off (or parts of tours of duty or days off), without a change in pay, provided that, in the opinion of the Fire Chief, the firefighters involved are equally capable of performing each other's respective jobs, and are able and willing to make the exchange. Requests to exchange tours of duty or days off should be submitted with a minimum of forty-eight (48) hours advance notice as is reasonably possible. Such requests shall only be granted upon the favorable recommendation of the Fire Chief. Such recommendation shall not be unreasonably withheld. Any unauthorized exchanging of tour of duty shall expressly be prohibited.

During negotiations, the Union proposed that Sections 2,3, and 4 of Article XV be changed. The Union's proposals were tentatively agreed to on June 5, 1990. These proposed changes are as follows:

ARTICLE XV HOURS OF WORK, EMPLOYMENT & LIVING CONDITIONS

SECTION 2. WORK SCHEDULE AND TOURS OF DUTY

TA 6/5

The work week for members of the bargaining unit shall consist of an average of forty-nine and eight tenths (49.8) hours on a schedule of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) consecutive hours off duty. The 24 hour shift shall commence at 0700 hours and continues through to 0700 hours the following day and shall include two (2) paid meal periods provided that an emergency situation does not occur which would automatically preclude either or both. Each such twenty-four (24) hour work day shall be considered as one (1) tour of duty. The annual average weekly hours shall normally not exceed 49.8 hours per week. The average weekly hours shall be accomplished by scheduling every ninth (9th) on duty shift as a "Kelly Day" off duty.

Parties agree that the work period for fire fighters included under the overtime provisions of the Fair Labor Standards Act and under this Agreement shall be twenty-seven (27) days. The parties further agree that overtime compensation, for scheduled tours of duty, on an hourly basis is not required to be paid under the Fair Labor Standards Act until and unless a fire fighter has worked more than two hundred four (204) hours in a twenty-seven day work period. For the purposes of this contract the Employer and the Union shall agree to a work period of twenty-seven (27) days and two hundred four (204) hours.

SECTION 3. DUTY SHIFTS

The normal duty shifts for fire fighters covered by this Agreement shall be as follows:

TA 6/5/90

A. 49.8 Hour Per week Employees

In the case of fire fighters on a forty-nine and eight tenths (49.8) hour per week work schedule, duty shifts represent each of the three (3) consecutive twenty-four (24) hours periods during a given seventy-two (72) hour period to which these fire fighters are assigned. Effective within thirty (30) days following the execution of this Agreement, employees covered by the terms of this Agreement shall be phased in assigned to a 27 day FLSA work period and a regualar "Kelly Day" off duty in accordance with their seniority and shift.

SECTION 4. EXCHANGING TOURS OF DUTY

TA 6/5/90

The Fire Chief may, at his own discretion, grant the request of any two (2) fire fighters to exchange tours of duty or "Kelly Days" off, (or parts of tours of duty or "Kelly Days" off), without a change in pay; provided that, in the opinion of the Fire Chief, the fire fighters involved are equally capable of performing each other's respective jobs, and are able and willing to make the exchange. Request to exchange tours of duty or days off should be submitted with a minimum of forty-eight (48) hours advance notice as is reasonably possible. Such request shall only be granted upon the favorable recommendation of the Fire Chief. Such recommendation shall not be unreasonably withheld. Any unauthorized exchanging of tour of duty shall expressly be prohibited.

This proposal is what is referred to as the "Kelly System" since it proposes a change in hours of work and affects holidays, it is an economic issue. That proposal remains the Union's final offer with respect to those contract changes.

After the Council rejected that tentative agreement, the City proposed contract language changes for Sections 2 and 3 and sought to have Section 4 remain the same. The City's proposals are as follows with the underlining being the specific contract language change which it sought:

ARTICLE XV

SECTION 2. WORK SCHEDULE AND TOURS OF DUTY

The normal work week for members of the bargaining unit shall consist of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. The Employer may vary the work schedule in order to accommodate the efficient operation of all shifts during the twenty-eight (28) day work period using the normal week as a guideline. The twenty-four (24) hour shift shall commence at 0700 hours and continues through 0700 hours the following day and shall include two (2) paid meal periods provided that an emergency situation does not occur which would automatically preclude either or both. Each such twenty-four (24) hour work day shall be considered as one (1) tour of duty.

Parties agree that the work period for fire fighters included under the overtime provisions of the Fair Labor Standards Act and under this Agreement shall be twenty-eight (28) days. The parties further agree that overtime compensation on an hourly basis is not required to be paid under the Fair Labor Standards Act until and unless a fire fighter has worked more than two hundred twelve (212) hours in a twenty-eight (28) day work period. For the purposes of this contract the Employer and the Union shall agree to a work period of twenty-eight (28) days and two hundred twelve (212) hours.

SECTION 3. DUTY SHIFTS

Normal duty shifts represent each of the three (3) consecutive twenty-four (24) hour periods during a given seventy-two (72) hour period to which fire fighters are assigned. The Fire Chief shall be responsible for determining the number and types of duty shifts which shall be used in the fire department and which may vary slightly from the twenty-four (24) hours on, forty-eight (48) hours off in order to schedule the normal two hundred and twelve (212) hours twenty-eight (28) day work period. The Fire Chief is also authorized at his own discretion to make duty shift assignments among the fire fighters.

Sections 2 and 3 of Article XV, when incorporated into the 1989-90 contract, merely put into writing the practice with respect to work schedules and duty shifts which the Fire Chief had followed since 1985. Under the practice and under the provisions of the contract, the employees worked an average of 56 hours on a schedule of 24 consecutive hours on duty immediately followed by 48 hours off duty. In order to comply with the Fair Labor Standards Act, the work period was over a 28 day period and overtime was not required to be paid until and unless a Firefighter worked more than 212 hours in a 28 day period. When administering the work rotation of 24 hours on and 48 hours off over a 28 day period, at the end of every third month, there would be built in an extra day of work which created overtime above and beyond 212 hours.

The 1989-90 contract was signed in December 1989 retroactive to April 1. The Chief's scheduling practice was that when the extra day of work showed up at the end of the three month schedule, in order to avoid paying overtime for that one day, he scheduled the individual off. The practice was that the man scheduled off voluntarily took a vacation, holiday, or personal day off thereby losing no pay. Shortly after the first contract was signed and a new schedule was posted, a Fireman refused to voluntarily take a paid day off when this extra day occurred with the Union contending that the man had a guaranteed right to be scheduled on overtime for that day and the employer could not require the employee to take the time off. As a result of that

position, the City posted in February 1990 a schedule wherein four times a year when the overtime occurred, the employee was scheduled off work. No straight time was lost, but one day's overtime was lost since the individual was scheduled off and as the Union contended was denied contractual right to work the day on overtime. Two things resulted from those actions. First, the employer noted an increase use of sick time for those days off suspicioning the "blue flu syndrome", although not so designated by the parties. Secondly, a grievance was filed and was pending at the time of this arbitration hearing.

During negotiations discussions were held in an attempt to solve the problem, particularly with reducing scheduled overtime and adequate staffing with the Union's proposal tentatively agreed to and referred to as the "Kelly System".

Under the "Kelly System" as proposed, the Firemen would receive shorter work week hours, 49.2 as opposed to 56 hours. They would receive the same wage as if they had worked the 56 hour work week and would receive 13½ paid days off giving up the prior contractual 11 holidays.

The Assistant to the Mayor testified that after the proposal was tentatively agreed to, the Fire Chief calculated what the economic cost to the City would be if the Kelly System was adopted. It was determined that it would cause the City approximately a 1% wage increase for the Firemen so that the 4% increase offered by the City would round out at 5%. It was for this reason that the Council had rejected the Kelly System proposal.

The following exhibit showing the computation of the Kelly System cost was admitted into evidence:

KELLY SYSTEM COST

TOTAL STRAIGHT TIME PAYROLL:	$906,728.00
LESS ADMINISTRATIVE SALARY:	171,127.00
TOTAL BARGAINING UNIT PAYROLL:	$735,601.00
NUMBER BARGAINING UNIT EMPLOYEES:	÷ 27
AVERAGE STRAIGHT TIME SALARY:	$ 27,244.00
HOURS WORKED PER YEAR (56 x 52 WKS.):	÷ 2,912
CURRENT HOURLY WAGE:	$ 9.36/HR.

Scheduled

HOURLY WAGE USING KELLY SYSTEM:

49.8 HOURS
x 52 WEEKS
2589.6

AVERAGE STRAIGHT TIME SALARY:	$ 27,244.00
	÷ 2,589.6
	$ 10.52/HR.

TOTAL 1989-1990 FISCAL YEAR:	
OVERTIME:	$ 58,842.00
OVERTIME RATE:	÷ 14.04
	4,191 HRS./YR.
	4,191 HOURS
KELLY SYSTEM O/T RATE:	x15.78
KELLY SYSTEM COST O/T:	66,134
LESS REGULAR O/T COST:	58,842
EXTRA COST:	7,292
TOTAL BARGAINING UNIT PAYROLL:	$ 735,601.00
TOTAL REGULAR O/T	58,842.00
	$ 794,443.00

PERCENTAGE INCREASE: $\frac{7,292}{794,443} = .91\%$ .0041

The exhibit shows a percentage increase of .91%. This figure should actually be .0091%.

The Assistant to the Mayor explained the exhibit stating that it represented the total cost for operating the Kelly System as best the City could calculate it. The figures of the total straight time payroll and the Administrative salary were taken off of the payroll records. The actual cost of overtime in 1989-90 was

$58,842 which when divided by time and a half of the actual hourly rate results in 4,191 hours per year. Using that figure and the hourly calculated rate at overtime under the Kelly System shows that it would cost the City $7,292 more per year if the same amount of overtime was utilized.

The Fire Chief, who purportedly prepared the exhibits, was utterly confused when testifying with respect thereto. He originally testified that these calculations were based upon a 21 day period rather than the 27 day period actually used in the Kelly System. He finally admitted that he had erred in his testimony and that he had computed the costs on the basis of a 27 day period and the exhibits reflected that. He testified that beside the increase cost as computed for the Kelly System, there were additional costs to the City because under the Kelly System two Bargaining Unit members would be off every day of the year with 27 Firemen working 3 shifts. Theoretically, 9 are available on each shift. Management feels that a minimum manning on a shift is 8. With 2 being off, it would be necessary to call back a Battalion Chief and pay him overtime in order to get an 8 man coverage. Under cross examination he admitted that due to agreed to contract language on sufficient manning and call backs that a minimum level of 7 personnel might be reduced to 6 where there are insufficient number of employees available from the call list or the personnel available on duty and/or the call list are not qualified to fill the vacancy. The Chief also pointed out that with 2 men off each day under the Kelly System, if he gave a man a vacation day, that would have a potential of having 3 men off which would create additional overtime to maintain their minimum manning of 8. He also expected the overtime costs to go up in view of the agreement on Paramedics. He would have to release at least 3 employees for training, thus requiring an additional overtime replacement. He testified that for each pay period of 21 days, 72 hours of overtime would be created, thus increasing the City's cost in the amount of $14,000 per year. This testimony was given before he rehabilitated his testimony by testifying he erred when he testified that the computations were on a 21 day pay period and that his calculations were on a 27 day one. This was calculated as a 2% increase.

A cross examination of the Assistant to the Mayor brought out the fact that with 11 holidays and 4 days a year being scheduled off under the present operating

procedures, each employee would be off 15 days whereas if the Kelly System was adopted, they would be off only 13½ days.

City's Proposal

The City is proposing a modification of Article XV, Sections 2 and 3 as heretofore set up and a continuation of Section 4 without change. It maintains that the language merely codifies a past practice. Under the uncontradicted evidence since at least 1985 Firefighters had been scheduled 1 day off at the end of each 3-month work cycle and had voluntarily taken a day off utilizing vacation, holiday or personal days in order to receive compensation for that day. This practice was discontinued in part when, due to a Firefighter refusing to take a voluntary day off and claiming a right to overtime for that day, the Fire Chief scheduled the Fireman for an unpaid day off at the end of each 3-month cycle.

Findings of Fact With Respect To Changes in Article XV

The Union argues in support of its Kelly System proposal that the system requires only 13½ - 24-hour shift days off duty without pay per employee annually. The net results and benefits to the City and the Union being:

1. The employees' work week would be reduced from 56 to 49.8 hours increasing the employees' hourly rate with no increase in the annual base salary.

2. The City would have 1.5 more 24-hour duty days of work per employee reducing minimum staffing overtime exposure.

3. The employee would be paid for holidays worked, if eligible, at the rate of an additional halftime per day. The average additional hours per employee per year would be approximately 36 hours.

4. The City would have its previously bunching of holidays with other paid off distributed throughout the whole year, significantly easing its scheduling and staffing problems.

Pointing out the confusion in the Fire Chief's testimony it maintains that the figures are fatally flawed as they were computed on a 21-day work period, not a 27-day period. It attacks the City's projected increase overtime costs due to the Kelly Day System as taking into account the hourly rate increase, with the roll up effect on the overtime rate of pay, the estimated overtime costs included in the City's computation has no breakdown of the portion of the overtime due to current overtime costs resulting from the current holiday benefit, assigned overtime reduction days, EMS training time, vacation and other paid time off and minimum staffing. It contends the City asserted that overtime assignments were solely Management's right and that the contract minimum staffing requirement of 7 employees per shift were regularly exceeded by the City's wanting a minimum of 8 employees per shift with additional overtime. Such additional costs cannot be used to justify the City's withdrawal from its June 5, 1990 agreement especially when the City made no demand for increase in staffing to 8, but instead negotiated a variance to allow a minimum staffing to drop below 7 per shift. With the City's failure to hire enough personnel to adequately staff the Fire Departments' shifts consistent with the hours and benefits negotiated, builds in an overtime requirement. The City's inadequate staffing levels must not be used to the disadvantage of the Union's position on this issue.

It further argues that contrary to acceptable Collective Bargaining principles and practices, that when the parties reach a tentative agreement, which is usually subject to reaching an entire agreement, it is bad faith not to recommend or affirmatively support such tentative agreements ratification. It charges the absence of an affirmative support for the negotiated agreements must be view as bad faith bargaining.

The City argues that the Kelly System was tentatively agreed to on the same day that it was presented without an opportunity to discover the economic impact of such scheduling. When presented to the City Council, an analysis based upon current payroll for the Bargaining Unit, known practice, such as actual time worked 52 weeks and the average salary earned by each of the employees under the original system resulted in a determination if the same overtime hours were worked in 1990-91 as in the previous year additional costs of $7,292 or

approximately 1% of the total straight time payroll would be incurred. It was also discovered that by reduction of the hours there would be additional overtime costs for Battalion Chiefs who would have to cover those hours. The Fire Chief also discovered that operating on a 27-day cycle that an additional $14,000 expense to the City would be incurred.

The Board is mandated by Statute and Regulations to choose between the contract language modification of Article XV known as the Kelly System or the modifications of language of Sections 2 and 3 of Article XV proposed by the City. In so doing, we are to apply those applicable 8 statutory factors in reaching our decision. None of the factors listed seemingly have application to the resolution of this issue unless it is Factor #8: "Such other factors not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary Collective Bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment".

In this case the evidence shows that the parties bargained and negotiated over the merits of the Kelly System and the City's proposed language change. After doing so, the City tentatively agreed to the Union's Kelly System proposal. Based upon the evidence presented and arguments made in the parties' briefs, we find as follows:

1. That the Kelly System would solve the scheduling problems giving rise to the grievance resulting from the City operating under the old contract language by scheduling an employee off without pay four times a year.

2. That the adoption of the Kelly System would increase the Fire Department's operating costs due to increased overtime or requiring it to hire more Firefighters to avoid the overtime costs. The exact amount of increase being not definitely shown other than a possible 3% increase in the total Department salary structure. (1% per the City's exhibit and 2% for the Chief's $14,000 calculation.)

3. The City's obligation, under its last offer as adopted by us, contemplates a 4% salary increase in each of 2 years, operating the Department on a schedule 24 hours

on duty and 48 hours off together with a 56 hour work week without regard to any overtime obligation. To adopt the Kelly System, in addition to greater overtime costs to the City, it also increases the salary obligations called for under its last offer by obligating it to pay salaries for 13.5 days rather than the 11 holidays. It also would reduce the number of hours worked per week. These two items add additional costs to the contemplated budgetary 4% salary increase using prior years operating procedures and in a sense results in more than a 4% salary increase. This is particularly true when it gets less hours of work for the same money.

4. That the City Council has rejected the Kelly System.

5. That the adoption of the City's contract language proposal purportedly, and we need not so determine, codifies a past practice with respect to maintaining a 28-day work cycle and permits the scheduling off without pay each Firefighter 4 days a year.

6. That if the City's final offer is approved, Section 4 of Article XV is to remain as part of the contract as it appears in the previous contract.

Decision With Respect To Issues
Modification of Article XV

The issue of whether the Union or the City's proposal on the changes of Article XV creates a dilemma for the Board. The City Council has rejected the Kelly Day System. While there may be some merit to the Union charge that because the City's negotiators did not support the tentative agreement to accept the Kelly Day System, they engaged in bad faith bargaining that is not one of the factors we can apply in choosing between the two final offers. The evidence preponderates in favor of the belief that the Council rejected it because of increased costs to the City which it was not willing to finance and which costs were unknown to the City's negotiators at the time of the tentative agreement.

Under the Statute and Regulations, this Award is to be reviewed by the City Council, which, if it rejects our decision, requires the expense and time of a further hearing. Having once rejected the Kelly System, it doesn't seem reasonable to select that system in this Award.

A more compelling reason for rejecting the system is that the evidence indicates that its adoption materially increases the costs to the City over operating costs under the old contract provisions as they were administered prior to 1990. The City has already agreed to increase the Fire Department's Budget materially with the addition of the paramedic, insurance premiums and a 4% salary increase. Reasons advanced by the Union for the adoption of the Kelly System are not persuasive when, by our adoption of the City's last salary offer, the City is obligated to increase its salary budget by 4%. Where, as the evidence shows, the adoptiong of the Kelly System the straight time salary budget would be increased over that figure, that the City will receive less man hours of work per week and incur greater overtime obligations, we are not justified in adopting that system.

If the Union had not elected to make the Kelly System its last offer, but merely made its last offer retention of the current Article XV language, the Board could well have rejected the City's proposed contract lanaguage change leaving the decision to the Arbitrator handling the grievance protesting the failure of the City to pay overtime on the 4 days which the Fire Chief had scheduled the employees off without pay.

We, however, must select either the Kelly System or the contract language change proposed by the City. For the reasons stated we reject the Kelly System proposal and adopt the City's proposal.

Award on Article XV Issue

The Board adopts the City proposal or offer.

Change of Article XXI Issue

Article XXI, Section 3 of the 1989-90 Collective Bargaining Agreement provides:

SECTION 3. HOLIDAY SCHEDULING

Both parties agree that the twenty-four (24) hour scheduling of employees of the Fire Department may require certain employees to work on City holidays granted to other employees. Consequently, firefighters shall receive eleven (11) floating holidays per fiscal year. Such holidays may be taken at any time during the year at the selection of the employee with the approval of the Fire Chief or his designee and subject to holiday procedures established by this Agreement. Holidays shall be granted on the basis of seniority. Vacation leave shall have precedence over holiday leave. Holidays cannot be taken unless requested forty-eight (48) hours prior to the date on which the holiday is to be taken unless otherwise approved by the Fire Chief or his designee.

To be eligible for holiday leave, the employee shall have worked both his last scheduled workshift before the holiday and his first scheduled workshift after the holiday unless he has been granted approved leave; otherwise the holiday leave will be refused and the time considered unpaid leave.

If an employee terminates employment with the Department, the employee shall, before final check is issued, be required to reimburse the Employer for any holiday time used in excess of the amount owed on a prorated basis for the portion of the completed year's service. For the purpose of this reimbursement, holidays shall be calculated at 11/12ths per month. This section is not intended as a means or method of distribution on use, but rather a means of calculation for excess used time at time of termination only.

During negotiations which resulted in a tentative agreement on the Kelly Day System it was found necessary to modify Section 3 to be compatible with the provisions of that system and the parties, therefore, tentatively agreed to the modification as follows:

"SECTION 3. HOLIDAY COMPENSATION

Both parties agree that the twenty-four (24) hours scheduling of employees of the Fire Department may require certain employees to work on City holidays granted to other employees. Consequently, Firefighters shall receive holiday pay at the rate of time and one half the employee's straighttime hourly rate for all hours worked on the above listed holidays period.

To be eligible for holiday pay, the employee shall have worked both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday unless he has been granted approved leave."

This issue was stated as follows:

"Should the Union's proposed change to Article XXI - Holidays, Section 3 be adopted or as the City proposed remain the same."

The only finding of fact the Board need make in connection with these two final offers is that if the Award adopts the Kelly Day System, it should adopt the proposed change.

AWARD

Since we have not adopted the Kelly Day System, the Board adopts the City's proposal that there be no change in Section 3 of Article XXI.

Meal Issue

Under the 1989-90 contract, Appendix B - Salary Schedule, it was provided that members should receive meal money at $4.00 per meal. Both final offers, with respect to the salary issue, increased the meal money allowance to $5.00 per meal. Because there are times when the City only has a few requests for reimbursement for meals and other times that there are a number of such requests for reimbursement because the City Clerk doesn't like to write checks in small amounts such as $5.00 or $10.00, the City has adopted a practice in the past of accumulating a number of requests for meal reimbursement till it got to a point that the City Clerk thought it was a "half-way decent figure" before issuing one check to cover all the reimbursement requests. While there was no testimony as to what period of time had elapsed between the expenditure by the employee for a meal and the reimbursement payment was made by the City, apparently it frequently is more than a 45 day period, since the Union's last offer on this issue is that the City be required to make reimbursement within 45 days. While there was no direct testimony on it, from the testimony it would appear that the City's last offer with respect to this issue is that the practice remain the same.

This meal money expenditure is incurred by an employee when he is going out of town when he is transporting by ambulance patients to out-of-town hospitals. The Chief

of the Fire Department did not know what the average monthly meal money claims were. He testified that a 45-day limitation period was not really unreasonable.

The issue to be decided is: Should Bargaining Unit members be reimbursed for meal expenses, (a) within 45 days of when the expense is incurred or (b) the current practice which is not defined and without time limit.

Findings of Fact and Decision

None of the Statutory or Regulation factors which the Board is to consider in deciding on each economic issue have application to this issue unless it is Number 3: "The interests and welfare of the public and the financial ability of the unit of government to meet those costs." It certainly is in the interests and welfare of the public, which includes the Firefighters, that the City promptly pay its obligations. The fact that the City Clerk always pays these requests but doesn't do so promptly because the Clerk does not like to write small checks is ample evidence that the City is able to meet these costs. The City employees have a right to expect that their requests for repayment of expenses advanced be handled in the same manner as any other creditor's billings. The general accepted business practice is payments within 30 days. Any insistance by the City that the practice continue is unreasonable. The City could furnish the Fire Department Chief with a contingency fund which it replenishes from time to time to pay these requests.

AWARD

The Board adopts the Union proposal or offer that the Meal Provision of the salary offer provide that Bargaining Unit members be reimbursed for meal expenses within 45 days of when the expense is incurred.

AWARD

On the meal issue, the Appendix B - Salary Schedule as heretofore adopted by the Board in this Award should have added to it, with respect to the meal money provision, that the statement that "meal money reimbursements requests shall be paid within 45 days of submission".

Dated this 28th day of January, 1991.

Chairman

I disagree with this Award: