

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration :
of a Dispute Between :
City of Berwyn :
and :
Local 506, International Association :
of Firefighters :
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APPEARANCES:

VonBriesen & Purtell, S.C., by Mr. Steven B. Rynecki,
on behalf of the City.
Cornfield & Feldman, by Mr. J. Dale Berry, on
behalf of the Union.

ARBITRATION AWARD

Following collective bargaining negotiations over
a successor contract and the failure to reach a new
agreement, the parties submitted their unresolved dif-
ferences to interest arbitration before the undersigned
pursuant to the Illinois Public Labor Relations Act.

Proceedings were conducted in Berwyn, Illinois,
on February 15, 1991, and March 20 and 21, 1991.

Based upon the evidence and the stipulation of
the parties, and pursuant to the Illinois Public Labor
Relations Act, I hereby issue the following Award.

1. WAGES

The salary schedule effective January 1, 1990,
shall be increased as follows:

- A. Four percent effective January 1, 1991.

- B. Two percent effective April 1, 1991.
- C. Six percent effective January 1, 1992.

The two-percent salary increase effective April 1, 1991, shall not be construed as modifying the parties' practice of making salary increases effective on January 1, the start of the fiscal year.

Agreed March 20, 1991, for the Union by Ronald Vingard.

## 2. MINIMUM MANNING

Article XXIII of the contract, entitled "Minimum Manning," is hereby modified as follows:

### Section 1: Departmental

The City shall maintain at all times three four-man engine companies, and one four-man aerial company, except as agreed to otherwise by both parties in writing and as specified in Appendix B.

### Minimum Manning Agreement - 1991

The parties agree to vary the minimum manning standards for engines from those specified in Article XXIII of the Contract as follows:

South Engine 91 - 3 men

North Engine 92 - 3 men

Main Engine 93 - 4 men as specified by the parties' implementation agreement.

### Main Engine Manning Implementation Agreement

1. The parties agree that Engine 93 shall be manned by a company consisting of a minimum of 4

men when responding to:

- a.) All mutual aid calls; and
- b.) fire calls within the City of Berwyn where there is a good probability that the call involves a working fire.

2. The required 4-man minimum manning complement for Engine 93 shall be accomplished from existing manpower of the department as follows:

- a.) By assigning a firefighter scheduled for duty and not otherwise needed to meet minimum manning required for other apparatus; or if not available,
- b.) by assigning a Deputy Chief to the company as further specified herein; or
- c.) by calling back an off duty employee or member of the Fire Department in an exempt rank, to join the company at the scene of the fire.

3. For Mutual Aid Calls the Deputy Chief shall ride Engine 93 to the scene if another employee or member of the Fire Department in an exempt rank is not available as specified in 2 (a).

- 4. a.) Fire calls shall be evaluated by the highest ranking Fire Officer on duty. If it is determined in the discretion of the Fire Officer that there is a good probability that the call involves

a working fire (e.g. smoke reported) before the Engine leaves the firehouse, the Deputy Chief shall ride the Engine to the scene.

b.) If the Deputy Chief is not in quarters, or decides to respond to the fire scene in his own vehicle before Engine 93 leaves quarters, he shall meet the company at the scene, and function as a member of the fire company until relieved by an employee or member of the Fire Department in an exempt rank, as specified in 2(c).

5. The City agrees to exercise its discretion consistent with the terms of this Agreement so as to produce a fourth man present at the fire scene of a working fire to participate as a member of Engine 93's fire company, at the commencement of the company's initial fire ground attack.

6. The Union may grieve any violation of the terms of this Agreement under the procedures of Article XXIV of the parties' agreement, except that the Arbitrator shall be Mr. Amedeo Greco.

7. This Agreement shall constitute a term of the parties' Agreement.

Agreed March 20, 1991, by Ronald Vingard on behalf of the Union.

3. HOURS OF WORK

Article XIX of the contract, entitled "Hours of Work," is hereby amended to read:

Section 1: Platoon Duty Shift

A. The normal hours of work for employees covered by this Agreement shall be as follows: A work day (duty day) shall consist of 24 hours, commencing at 8:00 a.m. and ending the following 8:00 a.m., followed by 48 consecutive hours off. Effective January 1, 1991, no employee shall be required to work longer than an annual average of 49.8 hours per week.

The next sentence that was in the expired contract - "To accomplish the annual average of 50.02 hours per week, the Employer shall grant each employee thirteen Kelly Days off duty per year" - is hereby deleted and it is to be followed by:

These annual average weekly hours shall be accomplished by scheduling every ninth on duty shift as a Kelly Day off duty. Nothing herein shall be construed as a guarantee of hours of work per week or per day.

B. Employees covered by the terms of this agreement are assigned to a twenty-eight (28) day FLSA work cycle.

The remainder of Paragraph B is hereby deleted.

Agreed March 20, 1991, by Ronald Vingard on behalf of the Union.

4. SIDE LETTER OF AGREEMENT, 1991, RE: ELIMINATION OF LIEUTENANT'S POSITION IN THE FIRE PREVENTION BUREAU

The Union accepts the City's proposal to eliminate the Lieutenant's position in the Fire Prevention Bureau and assign such work to a non-bargaining unit civilian, and the City agrees to fill such position with a person who possesses the following qualifications:

1. Certified as Fire Inspector I by the State Fire Marshal's Office; and

2. B.O.C.A. certified as a Fire Inspector.

Agreed on behalf of the Union March 20, 1991,  
by Ronald Vingard.

5. SIDE LETTER OF AGREEMENT, 1991, RE: FILLING OF VACANCIES

VARIANCE TO ARTICLE XXI, SECTION L, Filling of Vacancies

The Union agrees that in the event a bargaining unit employee retires during 1991, the Employer may fill the vacancy in more than thirty days after the date the vacancy occurs, provided that the vacancy shall be filled no later than December 1, 1991.

Agreed March 20, 1991, by Ronald Vingard on behalf of the Union.

6. SIDE LETTER OF AGREEMENT, 1991, RE: ASSISTANT CHIEF'S POSITION

The City recently created an Assistant Fire Chief position and promoted a Lieutenant to Deputy Chief as part of the Department's "reorganization." The Union took issue with such reorganization. The parties

subsequently reached a collective bargaining agreement (1991-1992). As part of this agreement, the Union waived and released the City from liability for any claims it has related to this reorganization at issue.

The parties further agree that the Union's agreement to withdraw and waive its objection as to the specific foregoing action shall not be construed as prejudicing any right the Union may have to enforce Article I - Recognition of the Contract as to any further appointments the City may choose to make of a similar nature.

Article I - Recognition be amended as follows:

Section 2: Bargaining Unit

The following persons are specifically excluded from the terms and conditions of this Agreement: The Fire Chief, the Assistant Fire Chief and the three (3) Deputy Chiefs.

Agreed March 20, 1991, by Ronald Vingard on behalf of the Union.

7. DURATION

Article XXVIII, entitled "Duration Of Agreement," is hereby modified to read as follows:

This Agreement and each of its provisions shall be effective as of January 1, 1990, and shall continue in full force and effect until December 31, 1992, and thereafter unless either party shall notify the other in writing 120 days (or by August 1st) prior to the

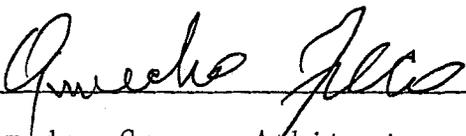
anniversary date of this contract, that it desires to modify and/or amend this Agreement.

Agreed March 20, 1991, by Ronald Vingard on behalf of the Union.

CONCLUSION

In light of the above, I therefore find that the parties shall incorporate the aforementioned items into their 1991-1992 collective bargaining agreement.

Dated this 3rd day of April, 1991.

  
Amedeo Greco, Arbitrator