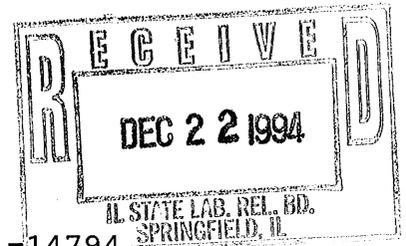


ILRB
#109

INTEREST ARBITRATION



CITY OF CARBONDALE
Employer
and
I.A.F.F. LOCAL 1961
Union

FMCS # 94-14794
S-MA-94-198
Barbara W. Doering
Impartial Arbitrator
December 19, 1994

Opinion and Award

ADVOCATE MEMBERS OF ARBITRATION PANEL

David Keim, Union Panelist Anthony Byergo, City Panelist

APPEARANCES

For the City: Robert Long, Attorney
 Cliff Manis, Fire Chief
 Jeff Doherty, City Manager
 Paul Sorgen, Finance Director
 Jane Hughes, Human Resources Dir.
 Sharon Hanmer, City Attorney

For the Union: Michael Lass, Labor Consultant
 Theodore S. Lomax, President
 Dennis Palmer, Secretary
 Gary Heern, Treasurer
 Ron Stolz, Bargaining Teamd

PROCEDURE

This arbitration, called for in Section 14 IPLRA, occurs under ground rules negotiated by the parties. Hearings were conducted on August 23, 24 and September 12, and 13, 1994 in Carbondale. It was agreed that Final Offers would be finalized not later than the start of the 2nd day of hearing, August 24, and that thereafter positions on the 7 issues submitted to the arbitrators could only be modified through settlement. That is, failing settlement, the arbitrators would select one offer or the other as they were put forward on 8/24/94 without option for compromise, correction or further revision to address weaknesses which might thereafter be exposed by the other side. Post-hearing briefs were received on November 3, 1994. An executive session was held on November 30, 1994, and after further study, the following award is submitted to resolve the issues at impasse.

THE ISSUES

	Union	City
1. DURATION	2 years 5-1-94 - 4-30-96	3 years 5-1-94 - 4/30/97
2. WAGES	add step at 4th yr. of 2.5%	no added steps
	5-1-94 3.0%	3.0% 3.0%
	11-1-94 2.0%	
	5-1-95 3.0%	3.0% 3.0%
	11-1-95 2.0%	
	5-1-96 ---	4.0%
3. INSURANCE	Status quo-continue substantially same group hosp. & med plan as provided in May 1991. Cost fam cov. shared as in App A w/ 1994 premium to continue in effect until suc- cessor agreement is negotiated.	Change definitional lang. to assure same coverage as all other city employees Cost of fam.cov. -City pays 50% of most expensive dependent option cost agst that or other dep. options. Costs or coverage may be re- vised annually, so long as same as all other City ees.
4. SCBA	Comprehensive prop. incl. yr paid leave if cannot pass.	Be in compliance applicable law. Maint.confidentiality. Issue SOP.
5. FIRE INSPECTOR	1 40 hr. position, fill by F&PC, can resign w/ 30d notice days & hrs in contr. translates vacations benefits, etc.	authority to assign to 40 hr. sched. translates vacations, benefits
6. HOURS of WORK - status quo		provision to avoid double Kellys
7. FUNERAL LV. - status quo [2 duty days sibl grndp. no new inclusions]		1 duty day siblings grandparent 3 new: step, half, grand child

BACKGROUND

Carbondale is a city of 27,000 in Southern Illinois. It is the home of Southern Illinois University and 11,000 (or more) of its population of 27,000 are students. Although it is a regional shopping center and has businesses providing support services to the university, SIU, with its 6000 employees, is by far the largest employer, and there is very little in the way of manufacturing or industrial activity to create high-wage hourly employment opportunities either in Carbondale, or anywhere nearby, and the mining activities, which presumably gave the city its name, have declined over the years. Carbondale is almost 100 miles south and east of St. Louis, and it is also about 100 miles due south of Springfield.

Carbondale is a "home rule" municipality, with council/manager form of government. The City itself has over 200 employees, of whom 31 are employed in the fire department and 56 are employed in the police department. Both of these departments are represented by Unions, the IAFF and the FOP, for purposes of collective bargaining, as are two other groups of city employees. The City bargains with the Teamsters who represent streets, solid waste and cemetery workers and with the Plumbers, who represent water and sewer employees. Other city employees are not represented by unions and are covered by a merit pay plan which is reviewed annually by the City Council.

The fire fighters' 2 year agreement expired in April 1994, and for the second time in a row, their negotiations have wound up in arbitration. Although there are 7 issues, the major dispute concerns wage parity - or lack of it - with police. That is, the percentage increases the fire fighters seek are far more

than would be needed to prevent erosion by increases in the cost of living and while the Union claims such increases are justified by what fire fighters make in cities hundreds of miles away or in the St. Louis metro area, the real basis for dissatisfaction is probably much closer to home. In 1991, when Fire Fighters were receiving a 4% increase, police negotiated a new 2 year agreement calling for 4% in May and 2% in November in both 1991 and 1992. The Fire Fighters contract was up for negotiation in 1992. Despite, however, being fully aware of the size of wage increases negotiated by police for 1992 and the year before, the Fire Fighters put forward a final wage offer at arbitration in 1992 of a 3% increase for 1992 (compared to the 4%-2% police had gotten) and a 3.5% increase for 1993. In 1993, the Police were back in negotiations and this time they negotiated a 3 year contract with 3% in May of each year [1993, 1994 and 1995] and in November of each of the first 2 years [1993 and 1994] an additional 2.5% to be added to the existing 2.5% step increase at 5 years, which after November 1994 would be 7.5%. Thus, the most recent 3%-3%-3% general increases were supplemented for police with 5 or more years service by an additional 5% given in November installments of 2.5% in the first 2 years (1993 and 1994) of the 3 year contract.

The Fire Fighters went back into negotiations in 1994, and are once again in arbitration. They seek a 2 year agreement at 3%-3% supplemented by an additional 4% in November installments of 2% each and also supplemented for fire fighters with 4 or more years service by an additional 2.5% step. They indicated that they pegged November installments a half percent below those given (5 year) police officers on account of the insurance

proposal which calls for a freeze of the Fire Fighters' employee contribution for dependent coverage over the 2 year life of the agreement. The City objects not only to the amount of the demand, but also to the notion that the Fire Fighters want everything the Police got and more -- all in the context of a 2 year agreement, even though accepting a 3 year contract was part of the bargain with Police that Fire Fighters want to emulate.

In fact, the City pointed out that its demand for a 3 year contract is supported by the protracted nature of fire fighter negotiations and being for the second time in a row in arbitration. The City was sufficiently exasperated with the process that it counted up the cost of this year's negotiations to try to bring home its point. The pre-arbitration cost in time spent by City negotiators has been \$17,000. The City estimates a cost, after arbitration, exceeding \$1000 per member of this 22 person bargaining unit. The City insists that the cost incurred here is a very good reason for the panel to vote for the 3 year contract it favors. The Union counters that argument citing historical patterns of 2 years or shorter contracts and lauding the virtues of more frequent bargaining. The Union claims that shorter contracts maximize its opportunity to improve economic conditions and respond to change, and goes on to praise "problem solving through decisional bargaining" and to say that it views successor negotiations "... as opportunities to create better relations through direct communications." [Un. Brf. p. 8].

However good the rhetoric may be and whatever the cost of bargaining, the question of duration is almost never resolved as a stand-alone issue. The question is: what are they willing to give for a longer or shorter contract, and that question is tied up with the other issues.

THE WAGE ISSUE:

This is the issue on which the parties are farthest apart. The Union wants more in 2 years than the City is willing to offer in 3. With inflation running at a 2.6% average rate over the 2 years of the last contract, and settlements in other communities generally falling around 3%, or a little more, this Union is seeking an increase of 7.69% (for most of its members) in the first year of the new contract, followed by an additional 5% in the 2nd year. This nearly 13% demand is more than double the 6% (3%-3%) offer which the City deems to be fair for a two year deal. Even if one were to consider selecting the Union wage offer and 3 year duration (i.e. a 3rd year freeze) the Union's demand would still be significantly greater than what the City thinks is a fair 3 year figure, and anyway the Union did not make any such offer, and its proposal was thus considered only on a two year basis.

Internal disparity:

The arbitration award which resolved the last contract negotiations suggested that the 1991-92 Police settlement was higher than that sought by Fire Fighters because there were things in the police contract that the City bought out. City arguments put forward in this arbitration suggest that, while there had been concessions (in comp time accrual, elimination of a costly perfect attendance bonus, and reduction in overtime liability for training), the basis for the additional mid-year increases was at least equally on account of recognition that police wages were locally not competitive with police wages at SIU. Fortunately or unfortunately, SIU does not employ any

firefighters and thus does not provide any local competition for fire fighter recruitment and retention. The Union, in its brief, pointed out the irony of SIU paying the City for fire protection, and having that money help subsidize police salaries to make the City force competitive with services SIU provides for itself, rather than going to bring fire department salaries up to a level that would be paid by SIU if SIU were doing its own fire protection.

The City, for its part, noted that although it was the losing of a police officer to SIU that initially focussed City attention on competitiveness of police salaries, the upshot was a more general review of recruitment and retention patterns in both the police and fire departments. As to recruitment, the City noted that most of its police officers and new recruits have BA degrees although only an Associate Degree or 60 hours of college credit is required to take the police exam. By contrast, only a high school diploma is required to take the exam for fire fighter employment. Moreover, even though there were no vacancies in the Fire Department in 1993, over 90 applicants took the entrance exam and 41 of them were placed on the eligibility list. In the current year, still with no vacancies, 69 people took the exam, including a 5 year member of the police department. As to retention, the City noted that only 2 fire fighters have resigned in the last 10 years and both went to large urban departments (St. Louis and Seattle). By contrast, there have been 18 resignations from the Police Department in the same 10 year period -- 14 of these 18 in the period up to 1989 which sparked the City's concern and prompted raises starting in 1991. Finally, the City also noted that police officers have seen a significant increase in the per man workload since

1984, whereas the same is not true in the Fire Department.

At any rate, at the time of the last negotiations/arbitration, in 1992, the police contract which was already in place included mid-term raises that were a significant departure from increases offered to other bargaining units. The major issue in the Fire Fighter arbitration, however, was not wages or wage parity with police. Rather, it appears to have been inclusion of an insurance provision in the contract (rather than side letter) and the formula for sharing the cost of dependent coverage. With respect to wages, the Union's final offer in the 1992 arbitration (3%- 3.5%) was not parallel to increases obtained by police. The City, of course, argued in this arbitration (and perhaps back in the 1992 arbitration as well) that 1986 introduction of Kelly Days was, in fact, the first major departure from police and fire wage parity, in that fire fighters received a substantial reduction in hours with no loss in pay and the change was tantamount to a 7.6% increase in their hourly wage with no comparable increase given to police. While the fire fighters poo-poo that, offers by the City to increase their annual pay by adding hours have been rejected and it is clear that the reduction in hours was not an empty gain.

External disparity:

The IAFF insists its demand is justified not only as compared to what the City of Carbondale has been willing to pay its other uniformed service, but also on the basis of external comparison with what fire fighters in other cities of similar size are paid. The City argues that population is not a very good measure of comparability, particularly where Carbondale's popu-

lation of 27,000 includes 11-14,000 students. The City also notes that the Union limited its comparison to "home rule" municipalities, which by definition set a lower limit on population at 25,000 -- so, the Union's comparison, with one exception, looks only at larger communities, up to populations of 40,000. Secondly, aside from differences in population and type of population (students), the City argues that wage levels vary markedly in different parts of the state and it does not necessarily follow that simply because fire fighters may be getting higher wages in other regional or metropolitan labor markets that the wages in this southern Illinois community are unfairly low.

The Union, of course, disagrees with the City as to fairness of looking only at the surrounding labor market. While adjacent communities provide alternative job opportunities and perhaps a more immediate basis for comparison than distant communities, part of the point in external comparison is to see how a particular group fares against some "core" rate -- some basic wage threshold appropriate to the skills, risks, effort, hours, etc. of a particular kind of employment. The Union is essentially arguing that the work itself warrants a certain level of pay even in a depressed labor market. By choosing communities on the basis of population, the Union is suggesting that cities of similar size face similar problems in terms of revenue and in terms of fire protection needs. The City responds, however, that that is not necessarily so. The City notes that, like most of the other Southern Illinois communities, Carbondale does not provide any rescue or EMS service through its Fire Department, and, as a result, the number of calls per year are markedly different from most of the departments to which the Union would like to be com-

-- would have made particularly good sense. That sort of comparison, however, was not offered. While one can see in the pay comparisons (below), that wealthier communities pay their fire fighters more, one cannot tell whether the current ranking is relatively static or something of recent origin and one cannot tell whether Carbondale is falling (further) behind or merely failing to overtake or move ahead in the relative comparison.

[Note: all tables are drawn from the parties' exhibits] .

1993 PAY COMPARISON

CITY	Start \$ '93	2 Yr \$ '93	5 Yr \$ '93	15 yr \$ '93	Top \$ '93	% incr '94	FF dep ins.
1. Normal	26,5		30,5	37,3	41,2		1748
2. DeKalb	24,6		35,2	36,0	36,4	2.9	864
3. Pekin	21,0		31,7	33,3	34,2	0.0	00
4. GraniteC.	29,6		32,1	33,0	33,0	3.4	00
5. Urbana	26,8		30,4	32,2	32,2	2.7	2400
6. Freeport	24,4		30,1	31,7	32,5	3.4	1560
7. Danville	23,9		30,5	32,9	33,2		00
8. Quincy	23,8		32,3	32,3	32,3	3.9	1794
9. Galesburg	29,6		30,8	32,0	33,2	2.9	2160
10. Alton	25,1		26,1	27,4	28,6		1170
11. Marion	26,8		28,7	29,0	29,3	2.9	600
12. Carbondale	23,1		27,9	29,2	30,6	3.0	2016
13. Mt.Vernon	24,7		25,8	28,0	29,6		4342
14. Centralia						3.3	
15. Herrin	15,3		24,9	25,4	25,4		2784
16. Murphysb	17,1		21,6	24,4	26,2	4,0	3954
17. Harrisb	22,4		26,2	27,4	28,1	2.8	2029
18. Anna	16,3		20,6	22,0	22,7	0.0	714
19. W.Frnkft	24,4		25,9	28,1	28,1	2.2	3603
AVERAGE	23,3		29,0	30,1	30,9		1748
Carbondale	23,1		27,9	29,2	30,6		2016
Carbd, Rank:	13		11	10	10		11

If one ranks Carbondale as to measures of comparability (below), it would appear that Carbondale's ranking in the pay comparison is about where one would expect to find it.

CITY	Median Family Income	Total EAV millns	Per Cap EAV	Dept Size	Total Calls	Calls per Empl.	Fires '92	5yFF % of FamI
Carb. Rank:	15	11	14	11	13	15	8*	1

**It was noted at the hearing that the number of fires in 1992 was high, and that in 1993 it was only 123. At that level, Carbondale would be 11th on that factor rather than 8th.*

Looking now at the 1994 pay figures, to the extent the parties were able to provide them, and bearing in mind that this is only the first of 2 or 3 years under consideration, we see:

1994 PAY COMPARISON

CITY	Start \$ '94	2 Yr \$ '94	5 Yr \$ '94	15 yr \$ '94	Top \$ '94	% incr '94	FF dep ins.
1. Normal	26,6		36,6	39,9	41,6		1748
2. DeKalb	25,3		36,3	37,1	37,4	2.9	864
3. Pekin	21,0		32,0	33,8	36,0	0.0	00
4. GraniteC.	30,6		34,4	35,4	36,0	3.4	00
5. Urbana	27,7		31,3	33,1	33,1	2.7	2400
6. Freeport	25,2		31,2	32,8	33,6	3.4	1560
7. Danville	[23,9]		[30,5]	[32,9]	[33,2]		00
8. Quincy	24,7		33,5	33,5	33,5	3.9	1794
9. Galesburg	25,6		[31,7]	32,9	34,2	2.9	2160
10. Alton	[25,1]		[26,1]	[27,4]	[28,6]		1170
11. Marion	27,6	29,4	29,7	30,2	30,7	2.9	600
12. Carbondale	23,8	28,0	28,7	30,1	31,5	3.0	2218
12. Carb. FF	24,3	28,7	30,0	31,4	32,9	5.0	+st 2218
13. Mt.Vernon	[24,7]	[25,1]	[25,8]	[28,0]	[29,6]		4342
14. Centralia		26,5	27,4		30,8	3.3	
15. Herrin	[15,3]	[24,2]	[24,9]	[25,4]	[25,4]		2784
16. Murphysb	17,8	19,9	22,4	25,1	26,9	4,0	3954
17. Harrisb	[22,4]		26,9		29,3	2.8	2029
18. Anna	16,3	20,6	22,6	24,1	24,1	0.0	714
19. W.Frnkft	[24,4]	26,3	26,5	28,7	28,1	2.2	3603

[] = 1993 figure

Probable Rank: 13 10/11 10/11 10

From the 1994 pay figures, one sees that the City's offer of 3% essentially maintains its ranking*, although its fire fighters no longer move ahead of Marion at 15 years, making them 11th rather than 10th (as in 1993) at that level, and there is \$1000 difference where there was only \$800 difference in the amount by which Marion is ahead of Carbondale at 5 years. The Union's offer, equally does not dramatically change the rankings. The additional 2% and 4th year 2.5 % step put Carbondale \$300 ahead of Marion at 5 years instead of being \$800 or \$1000 behind, and they widen Carbondale's lead at 15 years to about \$1200 instead of being only \$200 ahead or, per City offer, falling to \$100 behind. It must also be remembered that the Union offer also includes another "catch-up" 2% along with the 3% it calls for in 1995. Moreover, Marion, while in the same ballpark for total EAV and in the same southern Illinois labor market, has a considerably smaller department handling significantly more calls per employee than Carbondale.

While the arbitrator indicated at the executive session that the external comparison suggests there may be justification for a step or some sort of adjustment toward the beginning of the wage schedule, the amount which would seem to be appropriate -- at least to this arbitrator -- would be a lot closer to 2% than the almost 7% by which the Union's 2 year offer exceeds the 6% offered by the City for the same 2 years.

FINDING: The City's Wage Offer Should be Accepted.

After considering the comparisons -- both internal and ex-

* Of course one of the problems with (external) pay comparisons, in addition to initially finding reasonable measures and basis of comparability, is that subsequent to passage of the bargaining law, ever greater numbers of communities appear to be finding themselves in arbitration. Comparing arbitrated pay rates is not quite the same as looking at voluntarily agreed to pay rates -- at least not if one subscribes to the theory that those who plant to live with it are the best judges and that the reason to look at similar communities is to find out how they have *agreed* to deal with similar problems.

ternal -- and the amount of cost of living increase and other economic and historical information (some of it not specifically discussed here), the arbitrator is of the opinion that when forced to choose between the final offers, the Union did not sufficiently prove a basis for awarding the very substantial increase it seeks. The City's offer is more consistent with changes in the cost of living and with the sort of increases that other communities are giving their fire fighters. Neither offer is specifically consistent with what was agreed to in the 3 year contract negotiated by the Police -- the City offers less and the Union wants more. It was shown, however, that there has not been precise parity, and the City also showed that beyond the question of local competition with SIU for police officers and recruitment and retention patterns, there are differences in educational requirements and differences in the type of schedule and in the amount and increase in the amount of work per employee in the two departments. Thus, at least on the 2 year basis which was the only basis for which the Union made a wage offer, the City's offer strikes this arbitrator as more compatible with the legislated criteria than the Union's. The City, of course, would prefer a 3 year contract. ... which brings us back to the question of duration, and the other issues with which it is intertwined.

DURATION & OTHER ISSUES:

Other than a professed desire to follow historical patterns of short contracts, the Union offered nothing at all as an incentive for a 2 year deal. It did not even offer reasonableness on issues of fire inspector or scba, or perhaps a concession in

funeral leave or the scheduling of Kelly days. Bargaining is, after all, in the Union's view the opportunity to get more and the Union wants more every 2 years at a minimum. In a sort of negative way, the Union offers a basis for a 2 year agreement -- that is, the Union's position on insurance is not one that, if accepted, the City would want to live with for an extended period, because the Union proposes freezing the level of employee contribution for dependent coverage for the term of the contract.

The City, for its part, added 1% to the last year of what had initially been a 3%-3%-3% wage offer in hopes of securing a 3 year agreement. On a salary of \$30,000 that would only be \$300 - only a third of the \$1000 per man cost of protracted negotiations. Of course the cost will have to be borne the next year so what we are looking at is the savings of delay. At the same time, however, the 3rd year increase is supposed to be good enough to look like a hedge against inflation. The 4% third year offer may in fact be a reasonable hedge against inflation, but it does not look like much more than that in terms of inducement, particularly in the context of what appears to be a take-back in the City's insurance proposal.

INSURANCE:

In the last negotiations insurance issue was the issue that eventually had to be resolved by the arbitrator. In this round of negotiations, the City came to arbitration claiming that its insurance proposal was really just a clarification of what the arbitrator awarded the last time around. After studying the prior arbitration award and the City's proposal, this arbitrator agrees that, with respect to the formula for sharing Family

Coverage premiums, the City is only trying to clarify what was awarded. As to the definitional framework, however, the City seeks to delete the language guaranteeing substantially the same coverage and replace that language with only a promise that any changes would apply City-wide. The City's language further indicates that such changes may be at annual or less than annual intervals. This is a significant change in that it could allow the City to alter the sharing of costs by increasing (unshared) deductibles or co-pay levels instead of the (shared) premiums necessary to maintain a particular standard. Of course, the Union, for its part, is also looking for a major change in the insurance provision in that it seeks to abandon the formula for 50-50 sharing increases in cost of family coverage won in the last arbitration (cf. p. 10-11 of that award), and disallow any increased employee cost during the term of the contract, or indeed until a successor contract is negotiated. Thus, the Union proposes that the employee contribution be frozen at the rates announced by the City for 1994 in its 3/18/94 Memorandum.

While the arbitrator agrees with the Union that it is not unreasonable to expect the City to be willing to negotiate different levels of premium-sharing with its separate bargaining units, and that it need not be assumed that the cost of a concession in one bargaining unit would have to include the cost of extending the same concession city-wide, the real issue here is conceptual -- or at least the conceptual component is as important as the cost component. After giving the matter a great deal of thought, the arbitrator arrived at 2 conclusions:

- 1) the presence of this issue and nature of the disagreement suggest that whatever is imposed be put in place for a shorter time rather than a longer time;

- 2) the change from cost-sharing of increases to an employee cap is, conceptually, a major move, and is potentially a greater move than the move back to what was had before in terms of only "me-too" protection which the City wants.

FINDING: The Union's position on Duration and the City's offer on Insurance (as well as its offer on Wages) should be adopted.

The arbitrator would like to rule in favor of the status quo on the insurance issue -- a formula for splitting increases in the cost of family coverage and protection from alteration of the split during the life of the contract -- but that being impossible, it is the arbitrator's opinion that the City's insurance proposal is closer to the status quo than the Union's and in the context of a 2 year contract it is the proposal that should be selected. A 2 year contract seems appropriate, despite the cost of protracted negotiations because of the move back on insurance as well as the lack of what would appear to be adequate incentive for the Union to have agreed to 3 years.

THE OTHER ISSUES:

4. SCBA: The Union's proposal calls for a new form of disability leave, and in that particular, seems unreasonable. The City's proposal simply adds contract language to key the testing in with applicable law and procedures, and, as such, while it is not as comprehensive as the Union would like, is not unreasonable.

5. FIRE INSPECTOR:

The Union's rebuttal proposal is over-broad and is rejected. While one can understand a Union desire to negotiate procedures for selection and more specific working conditions than are set forth in the City's language, the Union's language seems, to this arbitrator, to go too far, and under the circumstances the City's vagueness is preferable and more compatible with the arbitration criteria.

6. & 7. HOURS OF WORK & FUNERAL LEAVE:

These are issues where the City seeks a concession from the Union. They are things which the City agreed to in the past and although there may be some cost and/or inconvenience involved, that cost or inconvenience is the product of negotiation. The City's position on these two issues probably falls into the same category of concessions as those which were partially behind the unique pay increases given Police back in 1991. The City does not propose any pay increase or other concession in return, and under the circumstances the arbitrator finds the Union position (of maintaining the status quo) to be more consistent with the criterion (#8) that allows for factors normally considered in determining wages and conditions through voluntary collective bargaining, or impasse procedures necessary to it.

FINDING: The City offer should be adopted with respect to the SCBA and the Fire Inspector issues. As to the Hours of Work (avoidance of double Kelly days) and Funeral Leave issues, in the context of a 2 year agreement where the City is being awarded its position on health insurance and wages, the Union's position of maintaining status quo should be accepted.

Finally, a great many facts and arguments were presented at arbitration -- a number of which contributed to the conclusions reached even though not specifically mentioned and discussed in these pages. The arbitrator has attempted to be brief and, particularly with the last 4 issues, has not taken time and space to offer a full discussion of everything that had relevance. Each issue was carefully considered in the context of the statutory criteria, and it is the arbitrator's view that the findings on all 7 issues are in favor of the final offer most compatible with the statutory criteria.

AWARD

1. Duration: Union offer of 2 years is adopted.

Concurring: _____ Dissenting: _____

2. Wages: City 2 year offer of a 3% general increase on 5/1/94 and 5/1/95 is adopted.

Concurring: _____ Dissenting: _____

3. Insurance: City offer maintaining cost-sharing, but giving the City discretion to make changes so long as they be city-wide, is adopted.

Concurring: _____ Dissenting: _____

4. SCBA: City offer is adopted.

Concurring: _____ Dissenting: _____

5. Fire Inspector: City offer is adopted.

Concurring: _____ Dissenting: _____

6. Hours of Work: Union offer maintaining status quo is adopted.

Concurring: _____ Dissenting: _____

7. Funeral Leave: Union offer maintaining status quo is adopted.

Concurring: _____ Dissenting: _____

December 19, 1994.

Barbara W. Doering
Barbara W. Doering, Impartial Arbitrator

(Date Signed)

David Keim, Union Panelist

(Date Signed)

Anthony Byergo, City Panelist