

ILRB  
# 164

Before  
ROBERT F. HILDEBRAND  
Neutral Chairman

S-MA-97-177

INTEREST ARBITRATION PANEL:

In the Matter of the  
Arbitration between:

THE CITY OF EDWARDSVILLE

and

EDWARDSVILLE FIRE FIGHTERS  
ASSOCIATION, IAFF, LOCAL  
NO. 1700

Robert F. Hildebrand  
Neutral Chairman

Joe Simons  
Employer Representative

R. Michael Hogan,  
Union Representative

DECISION AND AWARD

Appearances for the Employer

John L. Gilbert--Attorney  
Michael Karlechik--Fire Department

Appearances for the Union

Ronald McDonald--Southern District Vice President  
William Fisher--Member Fire Department  
Terry Becker--President of Union  
Jim Stewart--Member Fire Department  
Tom Dannenberg--Member Fire Department  
James Brooks--Member Fire Department

This matter came to be heard before Neutral Chairman Robert F. Hildebrand on the 21st day of November 1997 in the Mayor's Conference Room in the City Hall of Edwardsville, Illinois. Mr. John L. Gilbert presented for the Employer, and Mr. Ronald McDonald presented for the Union.

## Introduction

This is an interest arbitration proceeding between the City of Edwardsville, Illinois (hereinafter "the City"), and the Edwardsville Fire Fighters Association, IAFF Local No. 1700 (hereinafter "the Union"). The parties' previous collective bargaining agreement was in effect from November 1, 1994, through October 31, 1997. Negotiations on a successor contract began February 12, 1997, and were concluded November 11, 1997. The parties reached agreement on all but two issues, which remain in dispute and are to be resolved here under the auspices of the Illinois State Statute pursuant to Section 14 of the Illinois Public Labor Relations Act and Section 1230.80(b)(4) of the Boards' Impasse Resolution Rules.

## Issues in Dispute and the Parties' Final offers

### 1. Wages

**Union's Final Offer:** Four and one-half percent (4 1/2%) increase effective 11/1/97; four and one-half percent (4 1/2%) increase effective 11/1/98; and four and one-half percent (4 1/2%) increase effective 11/1/99.

**City's Final Offer:** Three and one-half percent (3 1/2%) increase effective 11/1/97; three and one-half percent (3 1/2%) increase effective 11/1/98; and three and one-half percent (3 1/2%) increase effective 11/1/99.

### 2. Longevity

**Union's Final Offer:** Two percent (2%) of base at five years, four percent (4%) at ten years, six percent (6%) at fifteen years and eight percent (8%) at twenty years.

**City's Final Offer:** Two percent (2%) of base at five years, three percent (3%) at ten years, four point four percent (4.4%) at fifteen years, and five point two percent (5.2%) at twenty years.

## Discussion

### A. Wage Comparables

The Union cites the cities of Charleston, Belleville, Alton, Granite City, Carbondale, and Collinsville as comparables noting that Edwardsville, Carbondale and Charleston are university towns and that Carbondale and Belleville do not provide ambulance service. (See Union's exhibits numbers 12, 13, 19 and 20.)

The City cites the same cities. (See City exhibits numbers 1, 2, 3, 4 and 5.)

The Union's statistics of hours worked per year put Edwardsville at 2912 hours compared to the average of the seven cities of 2585. (See Union exhibit number 12 and testimony by Mr. Fisher, Transcript pp. 29-30 and 30-31 and 41.) Furthermore, the hourly wage of the union members is \$11.65 compared to the average of the seven cities of \$13.12 (See Union exhibit 13 and testimony pp. 32.) One might argue that the Edwardsville Union members do not do the same amount of work as those in other communities. However, the number of calls per employee for Edwardsville is 114 compared to the average of 57.82 in other communities. (See testimony pp. 75.) In Edwardsville, moreover, calls from 1990 to 1996 increased 39% whereas the manpower increased by only 19%. (See Union exhibit 15 and testimony pp. 35-37.) Further, testimony clarified that the \$11.65 per hour represented only two fire fighters out of a total of 19 and that \$12.27 per hour was reported for fire fighters/EMT/paramedics. (See testimony pp. 53.) However, this still represents \$.85 less than the average of the seven cities. The City's position is that the Union's current salary of \$33,929.00 and proposed salary of \$35,116.00 puts Edwardsville as the third highest of the comparables. (See City exhibits 1, 2, 3 and 4.)

It should be obvious that if the aforementioned statistics are accurate and there is no reason to doubt them, the Union members are working longer hours at the 5th lowest hourly wages. (See Union exhibit number 13.) Nowhere in testimony or in the final briefs has the City denied this fact.

Without getting into a discussion of the comparisons of the wages between City fire fighters and City police and the rapidly expanding population and housing, it is clear from the evidence submitted comparing salaries and work load of the above mentioned communities, that an increase of 3.5% offered by the City is inadequate.

**B. Longevity Comparables**

Admittedly there is confusion on the part of both parties as to what were "supposals" and "proposals" during the previous negotiations. Nevertheless, the final offers on both wages and longevity were taken to the membership for a vote and both were rejected.

Whereas the comparables utilized by the Union were the same as used for wages, Edwardsville City has not used percentages in the past. Thus this would be the first year that the longevity formula changed from discrete dollar amounts to a percentage of salaries. This represents a compromise by the City. (See negotiation's minutes, October 8, 1997.)

Furthermore, we agree that the Union's use of the City Telecommunicator's contract as an additional comparable for the Union doesn't seem appropriate because that unit is much smaller and the salaries are not comparable.

Recognizing that agreeing to this departure from the existing contract, we would agree with the City's position that moving from dollar amounts to percentages could represent additional unanticipated costs to the City. Thus, we agree that a "conservative" approach be taken.

Conclusion

Based on the preceding discussion and the record compiled during this Interest Arbitration hearing, the following offers are adopted:

1. The weight of the evidence presented by the Union supports the Union's position that a salary increase of four and one half percent increase each year over the three year contract effective 11/1/97 through 11/1/99 is equitable. Therefore, this panel makes such an award.

2. With regard to the longevity issue, the panel agrees with the City's argument that because of the "radical" longevity formula change agreed to by the City from discrete dollar amounts to percentages, a wait and see decision seems appropriate. In addition, one must recognize that other terms of the contract, as argued by the City, should be taken into consideration, i.e., provision for customized self contained breathing masks, and eye glass and contact lens benefits having increased twofold per year. Therefore, the panel awards the City's final offer of two percent (2%) of base at five years, three (3%) at ten years, four point four percent (4.4%) at fifteen years, and five point two percent (5.2%) at twenty years.

  
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Robert F. Hildebrand  
Neutral Chairman

FOR THE UNION:

  
\_\_\_\_\_  
R. Michael Hogan, Jr.

DATED: 15 January 1998

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Joe Simons

DATED: 19 JANUARY 1998

NOTE: CONCUR WITH DECISION REGARDING LONGEVITY; HOWEVER, DISAGREE WITH DECISION REGARDING WAGE INCREASE. OFFER MADE BY THE CITY (3 1/2%) ENABLES THE UNION TO REMAIN IN THE TOP 1/2 SALARY STATUS OF THE SAMPLE MUNICIPALITIES SELECTED BY THE UNION FOR COMPARISON.

