

INTEREST ARBITRATION  
OPINION AND AWARD

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JUN 29 1998

Illinois State Lab Rel. Bd.  
SPRINGFIELD, ILLINOIS

In the Matter of Interest Arbitration

between

CITY OF ROCKFORD

and

CITY FIREFIGHTERS UNION, LOCAL  
413, INTERNATIONAL ASSOCIA-  
TION OF FIREFIGHTERS

(ISLRB Case No. S-MA-97-199)

Hearings Held

October 8, 9, 10 & 31, 1997  
December 10 & 11, 1997

Rockford City Hall  
425 E. State Street  
Rockford, IL 61104

Appearances

For the Union:

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Arbitration Panel

Steven Briggs  
(Neutral Chair)

James Miers  
(Union Appointee)

Steve Ferdinand  
(City Appointee)

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## BACKGROUND

The City of Rockford (the City), located in Winnebago County, Illinois, has a population of approximately 143,000. The City has 1,151 full-time employees, with those unionized being spread across five bargaining units. In the Fire Department 242 employees are represented by the City Firefighters Union, Local 413, International Association of Firefighters (the Union).<sup>1</sup> The police bargaining unit consists of 269 members represented by the Police Benevolent and Protective Association. In the Public Works/Clerical unit there are 251 employees represented by the American Federation of State, County and Municipal Employees (AFSCME). The 20-member Community Development bargaining unit is represented by AFSCME as well, as is the 86-member Library unit.

The parties' most recently executed two-year collective bargaining agreement bore an expiration date of December 31, 1996. They began negotiating a successor contract in October, 1996. When by December 16 the parties had not reached agreement on all issues, the Union requested mediation. Mediation did not result in a settlement of all issues, so the Union brought the matter to interest arbitration. The parties mutually selected Steven Briggs to serve as Neutral Chair of a tripartite arbitration panel. The City appointed Division Chief Steve Ferdinand to serve as its panel representative. The Union appointed IAFF Local President James Miers as its panelist. Interest arbitration hearings were conducted on October 8, 9, 10 & 31, 1997, and on December 10 and 11, 1997 as well. During the hearings both parties were afforded full opportunity to present evidence and argument in support of their respective positions. The hearings were transcribed. The parties submitted their respective final offers of settlement on December 18, 1997. They are attached to this Opinion and Award as Attachment A (City) and Attachment B (Union). On February 18, 1998 the parties' timely posthearing briefs were exchanged through the Neutral Chair, at which time the record was closed.

## RELEVANT STATUTORY CRITERIA

Section 14(h) of the Illinois Public Labor Relations Act provides:

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the

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<sup>1</sup> In the IAFF bargaining unit there are 13 Captains, 3 Prevention/Maintenance/Fire Coordinators, 26 Lieutenants, 7 Fire Inspectors, 46 Driver Engineers, 64 Firefighter/Paramedics, 79 Firefighters and 2 Fire Equipment Specialists. In addition, 12 Telecommunicators (Fire) are represented by the IAFF.

proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interest and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (A) In public employment in comparable communities.
  - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (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.<sup>2</sup>

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<sup>2</sup> 5 ILCS 315/14(h).

## THE ISSUES

The parties have jointly advanced the following ten issues to interest arbitration, and have stipulated that each is economic or non-economic as indicated parenthetically:

- (1) Kelly Days (economic)
- (2) Paramedic Decertification (non-economic)
- (3) Discipline (non-economic)
- (4) Vacations (economic)
- (5) Sick Leave Pay Upon Severance (economic)
- (6) Salaries for Firefighters (economic)
- (7) Paramedic Stipend (economic)
- (8) On-Call Pay (economic)
- (9) Residency (non-economic)<sup>3</sup>
- (10) Manning (economic)

## THE COMPARABLE JURISDICTIONS

### City Position

The City argues that the following downstate municipalities with populations of 50,000 or more constitute the appropriate comparability pool:

Bloomington  
Champaign  
Decatur  
Peoria  
Springfield

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<sup>3</sup>The City asserts that this issue is not properly before the Arbitrator.

The City maintains that its comparables are similar to Rockford because each is included in its own Metropolitan Statistical Area (MSA). Moreover, the City asserts, all six cities have comparable rankings in the Places Rated Almanac. The City notes as well that in City of Decatur and Police Benevolent and Protective Association<sup>4</sup> Arbitrator Robert Perkovich confirmed that Decatur was comparable with Rockford, Bloomington, Champaign, Peoria and Springfield.

The City rejects Aurora, Joliet and Elgin as comparables. It is inappropriate to include such "Chicago area cities,"<sup>5</sup> the City argues, because they enjoy the unique and lucrative economic activity of riverboat gaming, and have much higher median household incomes than that found in Rockford. Moreover, the City asserts that the Union has failed to provide any evidence suggesting that Rockford, Elgin, Joliet or Aurora are in the same local labor market. In contrast, the City maintains, its expert demographer (Joel Barry Cowen) explained using City Exhibits 2C through 2F that no significant part of the Rockford labor market commutes to or from the Chicago area for work. Underscoring its local labor market argument, the City also notes that the vast majority of applicants for jobs with the Rockford Fire Department (70.6% in 1996) come from the Rockford MSA, not the Chicago area (11.65%).

With regard to DeKalb, the City notes that it is now included in the Chicago MSA, which, based on commuting patterns, was redrawn after the 1990 census. The City also believes DeKalb is too small to be comparable to Rockford, since it has but 25% of Rockford's population and less than 20% of its fire department employee complement.

While the Union argues that its proposed comparables have been used historically by the parties, the City asserts that there is no documentation to confirm that it ever accepted that list as the appropriate comparables pool. Moreover, the City notes, there is no indication as to how the parties might have used that list, if at all, and it is possible that the parties reached voluntary settlements on entirely different considerations. The City acknowledges having prepared Union Exhibits 9(a) and 44 during negotiations leading to the 1995-1996 Agreement, but relies on its negotiation notes (City Exhibit 19[b]) to prove that the "historic" list was not accepted as comparable; rather, contracts from those cities were simply used to review different time off arrangements. The City also notes that its status relative to the Union's comparability list has changed over time, especially due to Rockford's loss of home rule in 1983 and the advent of riverboat gambling in 1992.

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<sup>4</sup> ISLRB Case # S-MA-93-217

<sup>5</sup> City Posthearing Brief, p. 5.

### Union Position

The Union advances the following list of municipalities as being comparable to Rockford:

Aurora  
Bloomington  
Champaign  
DeKalb  
Elgin  
Joliet  
Peoria  
Springfield

The Union believes that through the course of negotiating many collective bargaining agreements the parties have established the above set of comparable communities.<sup>6</sup> It asserts that the grouping was used as late as 1989, 1990, 1991 and 1994, and that any alteration to the list should be made by mutual agreement of the parties.

The Union further asserts that the City is attempting to change the list dramatically by unilaterally removing Aurora, DeKalb, Elgin and Joliet, and by adding Decatur. And not coincidentally, the Union argues, the only towns the City seeks to exclude are those which directly employ paramedics. Rockford has a well-established paramedic service and for that reason alone it should be compared with towns also employing paramedics directly.

The Union also maintains that since Aurora, DeKalb, Elgin and Joliet are relatively close to Rockford, and since Decatur is quite distant, the City's attempt to alter the historically established comparables should be rejected. The Union acknowledges that Bloomington, Champaign, Peoria and Springfield are as far away as Decatur, but justifies their inclusion in the comparables grouping because they have been relied upon historically by both parties for comparability purposes.

The Union acknowledges that Aurora, Elgin and Joliet enjoy gambling tax revenues, but does not believe that fact alone justifies their exclusion. It notes, for example, that the City has accepted Peoria as a comparable, and that it too receives gambling tax revenue. Besides, the Union argues, Rockford's sales tax receipts for 1995 were about \$6 million more than the sales tax receipts in Aurora and Joliet, and about \$9 million more than that received by Elgin. Such disparity in sales tax

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<sup>6</sup> The Union notes that two non-Illinois cities (Madison, Wisconsin and Flint, Michigan) were historically used by the parties as well, but in more recent years were removed from the list by mutual agreement.

revenue balances out the gambling tax differential, the Union asserts. The Union notes as well that gambling tax receipts are generally used for capital projects, not for general fund operations such as firefighter salaries.

### Discussion

The Union's assertion that the parties have historically relied on the same set of towns for comparability purposes seems supported by the evidence in the record. Union Exhibits 44 and 9(a) are documents prepared by the City and given to the Union during negotiations leading to previous labor agreements. Each is a chart depicting the salary and/or benefit status across what the Union characterizes as the "historic comparables" relied upon by both parties. It is obvious from the nature of those charts and the context in which the City prepared them that the City thought their content might somehow influence the Union's willingness to accept City proposals at the bargaining table. Thus, City negotiators themselves tacitly acknowledged by preparing and using those charts that the Union's bargaining team would compare the City's proposed employment package for Rockford firefighters to those in place across the same eight communities used as comparables by the Union in this proceeding. Despite the City's argument that the arbitration record does not reveal how the parties might have used the "historic" comparables, it is obvious to the Neutral Chair that they used them for benchmarking purposes. Otherwise, there would have been no reason for the City to have prepared the charts.

The testimony of Firefighter Ron Potenziani also supported the Union's contention that its proposed comparables have been used by the parties historically. Potenziani has been the Union's chief negotiator for approximately ten years. He testified that for all of those years the parties relied upon essentially the same set of towns for comparability purposes.<sup>7</sup> Potenziani also testified that the list had been used prior to his tenure as chief negotiator, and was handed down to him by his predecessor as the Union's chief negotiator, who now happens to be the Fire Chief in Rockford. Potenziani testified as well that not until negotiations for the current contract did the City ever object to any of the historical comparables. On balance, the Neutral Chair concludes from the record that the parties have indeed relied historically upon the comparability pool advanced by the Union in these proceedings. It was only in their most recent round of bargaining that the City objected to certain of them. That belated objection is not sufficient to overcome the parties' longstanding use of the comparability grouping set forth by the Union here.

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<sup>7</sup> The only exception was the parties' mutual agreement in 1990 to drop Madison, Wisconsin and Flint, Michigan from the list.

Table 1 has been constructed to juxtapose the parties' proposed comparables against Rockford using several criteria conventionally relied upon by interest arbitrators:

Table 1  
Proposed Comparable Communities

<u>Community</u>	<u>Population</u>	<u>Area</u> (Sq. Mi.)	<u>Miles From</u> <u>Rockford</u>	<u>Median</u> <u>Household</u> <u>Income</u>	<u>Equalized</u> <u>Assessed</u> <u>Valuation</u>	<u>Fire Dept.</u> <u>Employees</u>
Aurora	113,496	*	66	35,039	1,346,710,032	154
Bloomington	57,757	20.0	136	29,354	841,148,209	72
Champaign	64,350	16.0	188	22,967	635,682,494	78
Decatur	94,081	45.5	170	25,451	556,819,371	*
DeKalb	40,000	*	44	25,387	285,689,763	46
Elgin	85,000	*	48	35,554	1,031,837,767	103
Joliet	76,836	*	81	30,967	783,760,269	130
Peoria	113,513	44.0	138	26,074	963,373,482	188
Springfield	107,000	60.0	197	27,995	1,247,438,809	188
<b>Rockford</b>	<b>143,000</b>	<b>53.3</b>	<b>0</b>	<b>28,282</b>	<b>1,373,227,381</b>	<b>236</b>

Sources: Union Exhibits 16, 18, 46, 47 and 56; City Exhibits 2, 4 & 10.  
\* = Data not located in arbitration record.

In terms of population, the parties have mutually embraced Bloomington, and Champaign, both of which are considerably smaller than Rockford. The Table indicates as well that both of those communities are quite distant from Rockford. Even though these two communities would quite likely be excluded as comparables on the traditionally accepted arbitral criteria of size and distance, the undersigned accepts them because the parties themselves have relied upon them historically. Such reliance has undoubtedly created in the minds of Rockford firefighters and management personnel a set of salary and benefit expectations based in part upon what has happened in Bloomington and Champaign. And those expectations have quite likely shaped the outcome of firefighter bargaining in Rockford over the years. The same may be said about Aurora, Joliet, Elgin and DeKalb. Even though those municipalities may not meet some of the criteria typically employed by interest arbitrators in the identification of comparable communities, the parties' historical reliance on those communities as benchmarks against which to compare their own negotiated wage and benefit package suggests that they would have influenced the outcome of negotiations for the contract at issue here. That factor is very important to the Arbitration Panel, for it is our job in these proceedings to generate an award

which approximates as closely as possible what the parties themselves would have negotiated on their own.

The Neutral Chair also notes that since the paramedic stipend is an issue in this proceeding, it makes little sense to exclude Aurora, DeKalb, Elgin and Joliet as comparables. Among all of the communities advanced by both parties as being comparable, those four communities are the only ones besides Rockford which employ paramedics directly. Their exclusion would create an evidentiary gap in the record so great as to make meaningful comparison of the paramedic stipend impossible. As illustrated in Table 1, those four municipalities are also relatively close to Rockford. That fact suggests that they compete with Rockford in attracting and retaining qualified persons for their fire services. On that basis alone, the Neutral Chair is very reluctant to exclude them from the comparability pool.

The City's concern about the gaming tax receipts received by Aurora, Joliet and Elgin is understandable. Such revenues could indeed permit those municipalities to pay more to their firefighters than might seem reasonable in Rockford. But that does not seem to have happened. As the Union correctly noted, gaming revenues typically are used by cities for capital expenditures. I am not convinced by the evidence in the record that gaming revenues in Aurora, Joliet and Elgin have artificially inflated firefighter salaries and benefits there. Besides, the City has adopted Peoria (also a riverboat gambling town) as one of its comparables, so the impact of gaming tax receipts is obviously not an automatic disqualifier. Finally, the Neutral Chair acknowledges the validity of the Union's argument that the gaming tax differential between Rockford and Aurora, Elgin and Joliet is generally balanced by Rockford's significantly higher sales tax revenue.

The Neutral Chair recognizes full well that Aurora, Joliet and Elgin can reasonably be considered Chicago suburbs for commuting purposes and that the generally higher cost-of-living and salaries in Chicago may have helped shape firefighter employment packages in those communities. I also recognize that interest arbitrators in Illinois have rejected mixing Chicago suburbs with such Central Illinois cities as Springfield and Peoria in the same comparability pools.<sup>8</sup> But again, the parties to these proceedings have historically relied upon Aurora, Joliet and Elgin to support their respective negotiations proposals. In doing so they have undoubtedly created a mind set across the firefighter bargaining unit which judges the merit of negotiations proposals by comparing them to the same cities used for that purpose historically. That factor is a critical element which should be considered by any interest arbitrator in attempting to approximate through an award what the parties would have negotiated in free collective bargaining. If a historical pattern created by the parties' own traditional reliance on certain

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<sup>8</sup> City of Springfield, ISLRB Case No. S-MA-89-74 (Benn, 1990); City of Decatur, ISLRB Case No. S-MA-212 (Perkovich, 1994); City of Peoria, ISLRB Case No. S-MA-92-067 (Feuille, 1992).

municipalities as comparables is to be changed, it should be changed by the parties themselves, not by an interest arbitrator.

The Neutral Chair also notes that unlike Bloomington, Champaign, Peoria and Springfield, all of which are at least 130 miles from Rockford, Decatur has not been considered by the parties in the past as a comparable community. It has had no apparent role in shaping their expectations as to what is reasonable. Accordingly, it is unlikely that the wages, hours and working conditions in Decatur would have had any impact whatsoever on the outcome of free collective bargaining in Rockford. The Neutral Chair therefore rejects the City's proposed inclusion of Decatur into the comparability pool.

For all of the foregoing reasons, the Neutral Chair adopts the Union's suggested grouping of communities as the appropriate comparables pool. Since doing so maintains a tradition established by the parties themselves, it should contribute to the stability of their bargaining relationship and help estimate what they would have negotiated themselves, had they not felt compelled to resort to interest arbitration.

## WAGES

### City Position

The City proposes a 2 1/2% across-the-board increase for calendar 1997 and a 3% across-the-board increase for calendar 1998, plus a \$400 addition to drivers', lieutenants' and captains' wages after the general increase is calculated.<sup>9</sup> It acknowledges that in the 1980's firefighter salary increases in Rockford fell behind increases in the cost of living, and that given this history, "one would expect the City and the Union to agree on a package that would increase wages in excess of the cost of living, but not by as much as before."<sup>10</sup> The average wage increase the parties negotiated over the last five years has been about 1.5% over the cost of living, using CPI-U figures. Since its proposed wage increases for 1997 and 1998 would result in a 5.57% increase over the two-year agreement, the City argues, it has continued its willingness to pay the firefighter unit at rates greater than increases in the cost of living. In making that claim the City uses a 3.3% inflation rate for 1997 and what it

<sup>9</sup> The City's proposal to have the 1997 and 1998 wages considered as separate issues for the purposes of this proceeding is rejected. Bifurcating the wage issue would be artificial. In collective negotiations unions and employers characteristically negotiate multi-year wage packages. They do not agree upon a wage increase for one year, take that issue off the table, then begin negotiating a wage increase for the next year of a two-year agreement. Moreover, the Neutral Chair has never seen an interest arbitration award which divided the wage issue into several separate issues on a year-by-year basis.

<sup>10</sup> City Posthearing Brief, p. 23.

considers a "rather aggressive" 2.5% estimate for 1998.

The City notes that the wage structure for Rockford firefighters has been in existence for many years, and that at the entry level it has historically paid lower amounts than those in comparable cities, has narrowed that gap by the 5th to 7th years of service, and has exceeded the wages paid in those cities by the 10th year of service.<sup>11</sup> The City argues that its final offer on wages would maintain Rockford's top status in 1997 and 1998 for 10-year firefighters, and would maintain the City's ranking for drivers, lieutenants and captains. The City also believes that the hourly wages for time actually worked in Rockford should be considered, and that doing so favors adoption of its wage offer.

The City acknowledges that its offer for 1997 is lower than the wage increases in many comparable downstate cities. But for the last two years, the City notes, Rockford has exceeded every other comparable city by at least one-half percent for the general increase. And over the last four years, only Peoria in 1993 equaled the wage increases granted to Rockford firefighters. The City asserts that such a wage pattern has resulted in Rockford moving from fourth to first in wages for the ten-year and top-step firefighters.

The City also argues that as compared to other downstate cities it has recently been impaired by the imposition of caps on its property tax levies. It became subject to such caps beginning with the 1997 budget, because it is non-home rule. The City notes that its status as a non-home rule community prevents it from collecting a home rule sales tax.

With regard to internal comparability, the City notes that for the last ten years the fire and police bargaining units have negotiated nearly identical wage increases. It underscores the fact that the Union's final wage offer for 1997 is a full percentage point over what the police unit and the City agreed to for 1997. The City points to the 1997 AFSCME settlement as well, noting that at 2.5% it matches what the City is proposing for its firefighters. The City believes that comparison of its final offer in this proceeding to the wage increases received by non-union personnel for the years in question is inappropriate.

### Union Position

The Union asserts that the cost-of-living factor supports adoption of its final offer, since the CPI-U increased by 3.3% in the year prior to the time the parties first began

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<sup>11</sup> The City's arguments with regard to the external comparables are based upon its own comparability pool.

negotiating the wages at issue here. That figure, the Union believes, is a better benchmark for judging the parties' wage offers than any projected estimates. Moreover, the Union notes, negotiated wage increases for Rockford firefighters have exceeded the CPI changes for the five years from 1992 through 1996 by approximately 1.3%. As the Union sees it, that pattern should not be altered through arbitration. And the Union adds that using the December 1996 to December 1997 CPI increase would reward the City for delays in these negotiations.

The Union also believes that the City's final offer on wages should be rejected because of its form. It notes that the City's fractionalization of this economic issue was done without notice to the Union or to the Neutral Chair.

Turning to the external comparables, the Union notes that the City's wage offer is less than the average increases for any of the cities deemed comparable by the City itself, and that it breaks a pattern established by the parties themselves over the last five years or so. The Union believes the historical comparables support adoption of its wage offer as well.

The internal comparables support adoption of its wage offer also, the Union asserts. It notes that wage increases for the police, fire and AFSCME units in Rockford have not been uniform since 1990. There is no written policy or contractual language to support the City's parity argument either. And for non-union employees in Rockford, the Union argues, pay increases for 1997 (general plus merit increases) were as high as 8.7 and 15.9 percent.

The Union also maintains that its proposed \$650 stipend for drivers, lieutenants and captains is justified because it will not change their relative rankings. It notes as well that productivity within the Rockford fire service has increased greatly since 1980, and such efforts deserve to be compensated.

### Discussion

As mentioned in an earlier footnote, the Neutral Chair rejects the City's attempt to bifurcate its wage offer into two separate issues by year. In doing so, however, I do not reject the City's wage offer in its entirety. It seems reasonable to resolve the parties' dispute over the form of their respective wage offers by deciding first which is correct as to form, then by converting the other to the proper form. In that way, the wage issue still gets consideration on its merits --- not on a procedural technicality that has little to do with most of the statutory criteria. Thus, the City's wage offer is now considered to be a two-year, package offer.

Table 2 has been constructed to compare the parties' respective wage offers against the 1997 and 1998 increases already established across the comparable communities:

Table 2  
Wage Increases in Comparable Communities

<u>Community</u>	<u>1997 Increase</u>	<u>1988 Increase</u>
Aurora	3.5%	*
Bloomington	3.0%	3.0%
Champaign	*	*
DeKalb	4.0%	*
Elgin	4.5%	3.75%
Joliet	4.0%	4.0%
Peoria	3.0%	3.0%
Springfield	3.25%	3.5%
Average	3.61%	3.45%
Rockford		
City Offer	2.5%	3.0%
Union Offer	3.5%	3.0%

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Sources: Union Exhibit 10  
\* = Data not located in arbitration record.

As reflected in Table 2, the Union's wage offer more closely approximates the average 1977 increases across the comparable jurisdictions. The City's offer is low, compared not only to the average, but to each individual comparable community as well.<sup>12</sup> And both parties' final offers are below the average across the comparables

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<sup>12</sup> The fiscal year for Rockford, which begins January 1, is the same as that in Aurora, Joliet, and Peoria. Fiscal years among the remainder of the comparable jurisdictions begin later (Springfield - March; Bloomington - May; Champaign, DeKalb and Elgin - July). Thus, the 1997 increases went into effect at varying times. Even considering that factor, though, the City's offer of 2.5% is so far below the norm across the comparables that the Neutral Chair is extremely reluctant to adopt it.

for 1998, lending further support to adoption of the Union's wage offer.

Table 3 presents the absolute dollar amounts the parties' respective final offers would provide for 1997. As is readily apparent from the Table, the Union's final offer would keep Rockford firefighters closer to the average across the historical comparables than would the City's.

Table 3  
1997 Firefighter Salary Data (with longevity)

<u>Community</u>	<u>Start</u>	<u>1 Yr</u>	<u>3 Yrs</u>	<u>5 Yrs</u>	<u>7 Yrs</u>	<u>Yrs to Top</u>	<u>P/M Stipend</u>
Aurora	27,772	32,913	41,004	44,275	46,010	5	2,761
Bloomington	34,599	34,599	39,768	39,768	41,756	3	n/a
Champaign	31,294	31,294	37,693	37,693	38,635	1	n/a
DeKalb	29,584	29,584	38,098	42,285	42,453	4	1,752
Elgin	35,112	35,112	39,780	44,472	47,880	4.5	2,400
Joliet	35,982	35,982	42,797	45,920	45,920	3	3,213
Peoria	28,351	28,884	31,852	35,141	39,523	7	n/a
Springfield	28,434	28,434	38,589	40,620	41,432	3	n/a
Average	31,391	31,789	38,353	40,913	42,490	4	2,531
Rockford							
Union F.O.	28,087	34,449	38,364	39,371	41,341	7	1,400
City F.O.	27,815	34,116	37,994	38,991	40,942	7	1,100

Sources: Union Exhibits 11, 13, 13(a), parties' final offers.

Table 3 also reveals that in Rockford it takes a firefighter much longer to reach the top salary step than it would in every other jurisdiction except Peoria. The Table illustrates as well that both parties' offers seem to parallel each other as firefighters advance across the schedules. That is, since they are both based on a fixed across-the-board percentage increase, both are below the average starting salary, significantly above it at 1 year, relatively close to it at 3 years, below it at 5 years, and below it at 7 years. Those figures shed favorable light on the Union's final offer, since it is closer to the average across the comparables.

As noted by the City in its Posthearing Brief, "The Union proposal of 3.5% exceeds the CPI-U of 3.3% for 1997."<sup>13</sup> That small differential is not significant. It is certainly less meaningful than the .8% differential between the CPI figure and the City's 2.5% final offer for 1997. It is true that both parties' offers for 1998 (3%) exceed the CPI-U figures for that year; however, they are still below the 3.45% average across the external comparables (see Table 2).

Turning to the internal comparables, the Neutral Chair notes that both the police and AFSCME bargaining units in Rockford agreed to a 2.5% increase for 1997. Thus, the City argues, its final offer of 2.5% for 1997 should be adopted to maintain internal consistency. But there is no longstanding history of salary increase parity across the AFSCME, PB & PA and IAFF units in Rockford, as illustrated in Table 4:

Table 4  
Salary Increase (%) History in Rockford Bargaining Units

<u>Year</u>	<u>IAFF</u>	<u>PB &amp; PA</u>	<u>AFSCME</u>
1990	5.5	6.0	5.0
1991	5.5	5.0	4.0
1992	5.06	4.0	3.0
1993	4.25	4.0	3.0
1994	4.25	4.75	4.25
1995	4.25	4.25	4.25
1996	4.0	4.0	4.0

Source: City Exhibit 18.

As seen in the above Table, it was only in the two years prior to the inception of the negotiations which resulted in these proceedings that there was salary increase parity across the police, fire and AFSCME units. In all of the prior years illustrated, there has been no consistent salary increase relationship among them.<sup>14</sup> For that reason, the Neutral Chair does not find the City's internal comparability argument to be persuasive.

<sup>13</sup> At p. 29. The 3.3% increase was actually the figure for 1996. In any event, it was the figure the parties would likely have used had they reached agreement voluntarily.

<sup>14</sup> The same conclusion is reached for the years 1975 through 1989, as shown by the data in Union Exhibit 6.

The conclusions reached from the foregoing analysis of firefighter salaries are also generally applicable to the parties' respective offers regarding drivers, lieutenants and captains. Since there are far more persons in the firefighter classification than there are in those three, the Neutral Chair focused his primary attention to that category. On balance, the Neutral Chair has concluded from the record that the Union's final offer on wages is preferable to the City's.

## PARAMEDIC STIPEND

### City Position

The City's final offer would increase the current \$700 annual stipend for paramedics to \$1,100 for 1997 and \$1,500 for 1998. While the City believes there is a need to improve paramedic pay in Rockford, it does not believe there is justification to increase it to the extent the Union's final offer contemplates. Moreover, the City suggests that the relatively high paramedic stipends in Aurora, Elgin and Joliet might be just another way for those cities to funnel riverboat gaming revenues into the hands of their employees.

The City also notes that the \$700 paramedic pay has been part of the Rockford/IAFF contract for many years. At the same time, paramedic pay in Aurora, Joliet and Elgin has been above \$2,000. Thus, the City argues, paramedic pay has not been a significant issue in Rockford and the Arbitration Panel should not grant the Union the dramatic increase it seeks through these proceedings.

### Union Position

The Union's final offer would result in an increase from the present \$700 annual paramedic stipend to \$1,400 for 1997 and \$2,100 for 1998. The Union notes that the current paramedic stipend in Rockford is at least \$1,000 below the lowest one across the comparable jurisdictions. It points to the average paramedic stipend of "\$2,554" among the comparables,<sup>15</sup> underscoring the fact that the current \$700 stipend is less than one-fourth of that amount.

The Union argues as well that its final offer on this issue would not change the ranking of Rockford paramedics among the comparables. The Union believes there is further support for adoption of its final offer in the parties' final offers on paramedic recertification. Those final offers, the Union notes, both recognize that

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<sup>15</sup> The correct figure, as shown in Table 3, is \$2,531.

each paramedic shall be required to serve at least two licensure periods (i.e., eight years).

### Discussion

Both parties' final offers seem to reflect a mutual sentiment that the paramedic stipend in Rockford is woefully low. While there is room for improvement in that element of their compensation, however, the Neutral Chair does not believe it is appropriate to double the current amount for 1997 and triple it for 1998, as adoption of the Union's final offer on this issue would require. Had the parties negotiated this issue themselves, it is not very likely that such an outcome would have resulted. Rather, it is more likely that they would have reduced the gap gradually, much as they seem to have done on firefighter salaries over the years since the zero increase years of 1981, 1983 and 1987.

The City's final offer increases the paramedic stipend by approximately 57% for 1997 (from \$700 to \$1,100) and more than doubles it for 1998 (from \$700 to \$1,500). The increase from 1997 to 1998 under the City's final offer is about 36% (from \$1,100 to \$1,500). In the Neutral Chair's view, those hefty percentage figures represent adequate movement toward achieving reasonable annual stipends for Rockford paramedics.

Again, the Arbitration Panel's task is to approximate what the parties would likely have negotiated, had they not felt compelled to resort to these proceedings. Given the fact that they did not negotiate an increase in paramedic pay for the current agreement, even though at that time there was a large gap between the \$700 received by Rockford paramedics and their counterparts across the comparability pool, the Neutral Chair does not believe they would have doubled and tripled that figure in negotiations leading to a successor agreement. Accordingly, the Neutral Chair concludes that the City's final offer on the paramedic stipend issue is preferable to the Union's.

## KELLY DAYS

### City Position

The City's final offer on this issue purports to maintain the "status quo." The offer includes the following paragraph:

By "status quo" the City means that it is willing to accept either (1) the current language of Articles 4.2, 4.5, and 8.2, or (2) inclusion of two additional Kelly Days with required selection of days in all 13 FLSA periods as reflected in the revised Articles 4.2, 4.5, and 8.2, attached as Exhibit A.

The City acknowledges that its current collective bargaining agreement with the IAFF contains unique provisions and benefits negotiated over the last two rounds of negotiations and just fully implemented in 1996. The City described those provisions and their significance as follows:

- (1) Five paid days off are given in lieu of holiday pay under Article 7.1 of the Agreement. This gives Rockford more paid time off before Kelly days than any other city on its comparable list. Almost all other cities on either party's comparable list pay some type of overtime pay when holidays are worked. It is true that Rockford firefighters do not earn these extra dollars on holidays if they work them, but the Union has negotiated this holiday arrangement over the years, presumably because it values the time off more than the dollars.
- (2) Kelly days, vacation days, and holidays are picked together under Article 8.2 of the contract, and Kelly days must be picked in at least 8 of the 13 FLSA cycles of 27 days established in the contract. (Under the Fair Labor Standards Act, if a firefighter works more than 204 hours in a 27-day cycle, he must be paid overtime for the excess hours.) Under all other Kelly day arrangements on either list of comparable cities, the Kelly days are assigned so that all FLSA cycles are covered, and the employer has no additional overtime pay exposure due to Kelly days. The Rockford system levels the manpower available throughout the year because the Kelly days must generally be picked on days which no one else in a vacation selection group has selected a vacation or holiday day. In other systems, the Kelly days are fixed, and vacation days are picked on top of assigned Kelly days, creating peaks and valleys in manpower availability. Overall, more hiring back

may be necessary to maintain a given manpower level in other systems, but in Rockford's system there is exposure to overtime due to the free selection of Kelly days in only 8 of the 13 cycles. Rockford's system is also more employee-friendly because more flexibility in time off selection is given.

- (3) Guaranteed FLSA overtime pay is paid to all firefighters under Article 4.5(e) of the contract, regardless of the number of cycles in which the employee actually takes Kelly days. Because Kelly days are scheduled in all other cities, there is no FLSA overtime exposure, and no similar benefit is paid. In Rockford, the selection of Kelly days with vacation was begun in 1993. Because the trading of Kelly days was allowed after selection at the start of the year, the exposure of the City was "gamed" and therefore minimized to the full five days (60 hours). In the 1995-1996 contract, it was agreed for 1996 to guarantee all employees the 60 hours at time and one-half, regardless of whether they actually took Kelly day time off in only 8 periods or all 13 periods. Thus an employee picking in all 13 periods and never working more than 204 hours in a cycle receives 60 hours of pay at the overtime rate at the end of the year. Significant money is paid for no additional time worked"

The City argues that the above-described system affords Rockford firefighters a tremendous advantage over their counterparts in other jurisdictions because they can orchestrate their Kelly days to receive 60 hours of pay at the overtime rate without having worked those hours. Thus, the City asserts, if the alleged adverse comparability in Kelly days compels the Neutral Chair to award additional Kelly days, they should be awarded on a truly comparable basis (i.e., Rockford firefighters should be required to pick in all 13 periods to eliminate FLSA exposure from the current selection system).

### Union Position

The Union's final offer on this issue increases the number of Kelly Days from nine to eleven. In support of its position the Union argues that Rockford firefighters work an average of 51.9 hours per week, which is slightly above the 51.46-hour median (without Rockford) in the comparability grouping.

The Union further argues that the City's final offer, with its two-option alternative,

is in effect an attempt to negotiate with the Neutral Chair. The Union believes the City's final offer on this issue should be rejected for that reason alone.

The Union also argues that adoption of the second option set forth in the City's final offer would radically restructure the parties' previously negotiated vacation/Kelly day selection system. Under the current contract, the Union notes, it has given up the flexibility of having more than one employee off duty each shift from each vacation group. In exchange, employees received the benefit of having possibly 60 hours of overtime. The City also obtained the benefit of having additional employees available to work on the ambulance and engine companies. The overtime was guaranteed after the parties reached agreement allowing the City to change its recording system for vacation and Kelly days. Since the current system was created through free collective bargaining, the Union argues, it should only be changed through that mechanism.

The Union believes that the City's alternative of maintaining the status quo should be rejected as well. It cites in support of that belief data from the external comparables.

### Discussion

The City's final offer is creatively structured. But while it claims to maintain the status quo, the offer essentially would have the Neutral Chair choose between the actual status quo (i.e., the exact language negotiated by the parties for their 1995-1996 contract) and a revised system whereby an additional two Kelly days would be provided in exchange for amending the way in which Kelly Days are selected. Accepting the City's bifurcated either-or final offer as a valid one would be repugnant to the interest arbitration process. Were the Neutral Chair to do so, where would it end? If a party were allowed to present such a two-option offer, why should another not be allowed to present an offer containing five or six options? The Neutral Chair foresees too many potential problems with accepting such indefinite offers. Accordingly, I have concluded that the City's offer in this case --- as creative as it might be --- is not acceptable because of its structure.

Moreover, the Neutral Chair does not feel it would be appropriate to excise one of the City's options from its offer and consider the remaining one for the purposes of deciding the Kelly day issue. Doing so would give the City an inappropriate advantage over the Union, for it would create a situation where the Neutral Chair first selected what appeared to be the more appropriate option and then compared it to the Union's final offer.

Another interest arbitrator has wrestled with this same dilemma. In Village of Elk Grove Village, Arbitrator Harvey Nathan spoke to the inappropriateness of such "option" offers:

Of course, the problem here is that the Village is attempting to negotiate with the panel. The offer the Village makes here should have been made to the union. It is inappropriate, i.e., if you accept our offer on one issue, we will concede the other. While we believe that either party may concede on any issue at any time, even after an award has been delivered, it is inappropriate to make a conditional settlement of an issue after its final offer has been submitted.<sup>16</sup>

Arbitrator Nathan made a similar ruling in County of Bureau and Sheriff of Bureau County. A pertinent excerpt from that Award is presented below:

In the first instance the Act does not contemplate alternative proposals be they economic or language issues. Second, alternative offers send confusing messages to the Arbitrator and undercut the integrity of the Employer's position. Where there are marked differences in the alternates, the proposing party's position comes out sounding like 'we will accept anything but the other side's proposal.'<sup>17</sup>

Aside from the fact that the City's proposal on this issue is structurally inappropriate, the Union's final offer on the Kelly day issue seems to be a reasonable one. Table 5 on the following page is illustrative of that conclusion.

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<sup>16</sup> ISLRB Case No. S-MA-93-231 (Nathan, 1994).

<sup>17</sup> ISLRB Case No. S-MA-96-14 (Nathan, 1997).

Table 5  
Firefighter Workweek Hours

<u>City</u>	<u>1989</u>	<u>1997</u>	<u>1998</u>	<u>Change 89 to 98</u>
Aurora	56.0	49.8	49.8	- 6.2
Bloomington	53.36	53.07	52.0	- 1.36
Champaign	56.0	52.69	52.69	- 3.31
DeKalb	56.0	52.0	52.0	- 4.0
Elgin	56.0	51.38	50.89	- 5.11
Joliet	56.0	56.0	51.9	- 3.69
Peoria	56.0	52.25	52.0	- 4.0
Springfield	51.3	51.3	50.4	- 0.9
Average	55.08	52.31	51.46	- 4.34
Rockford (status quo)	52.0	51.9	51.9	- 0.1

Source: Union Exhibit 13(b).

It is evident from the Table that the trend across the comparables has been a reduction in the workweek for firefighters. On average (excluding Rockford), the workweek in the comparability pool has been reduced by over four hours since 1989. The corresponding reduction for Rockford firefighters has been only one-tenth of an hour. Adoption of the Union's final offer on this issue would reduce their workweek to 51 hours, just one half-hour below the 1998 average across the comparables. That is not a radical change from the status quo.

The Neutral Chair recognizes full well that firefighters in Rockford have an advantage over their counterparts across the comparables, because of the way their negotiated Kelly day and vacation selection processes operate. That advantage translates for some into a guarantee of overtime pay for hours they have not actually worked. The parties negotiated that complicated system themselves --- very recently, and the Neutral Chair is reluctant to depart from it. One could reasonably argue that the advantage Rockford firefighters enjoy from that system offsets the apparent justification to reduce their workweek with the addition of two Kelly days. But again, given the unacceptable structure of the City's final offer, the Arbitration Panel has no choice but to accept the Union's final offer on this issue.

## VACATIONS

### Union Position

The Union's final offer would increase accrued vacation for forty-hour employees by eight hours per year in each of the following four categories (1) 1 through 9 years; (2) 10 through 17 years; (3) 18 through 28 years; (4) 29 or more years. It provides for an identical increase for irregular 40-hour employees, though the four seniority categories are slightly different. For 52-hour employees, the Union's final offer adds 24 hours of vacation to each of the six seniority categories.

The Union believes that "primary support" for its proposal comes from the fact that Rockford Police Officers have a more generous vacation schedule than do its firefighters. The Union also points to what it believes is a more liberal vacation package for non-union employees in Rockford.

With regard to the external comparables, the Union notes that Rockford firefighters with less than 10 years of service have fewer vacation days than their counterparts in those jurisdictions. And the problem is worse, the Union asserts, for Rockford firefighters at 16 and 17 years of service. Overall, the Union believes that Rockford firefighters have below average time off, and that the vacation increases embodied in its final offer are justified.

### City Position

The City's final offer on this issue is to maintain the status quo. It notes that more vacation time will result in an increase in the need to hire back --- to maintain current minimum manning levels set by the Department. The City estimates that the Union's proposal for an additional day of vacation time would cost approximately \$157,000 annually.

Furthermore, the City asserts, when considering total time off Rockford firefighters do quite well. They have more time off after five years' service than do firefighters at that seniority level in all of the comparable jurisdictions except Joliet. The City acknowledges that the five holidays Rockford firefighters receive are in lieu of holiday pay in other cities; it admits as well that firefighters in those other cities receive overtime pay for holidays worked. But since the Union has advanced vacations as a time off issue, the City argues, the time off factor should be controlling.

The City also believes that the irregular 40-hour employees (i.e., the dispatchers

working in the 9-1-1 center) accrue vacation under the terms of the AFSCME contract. Accordingly, it asserts that the vacation language of the IAFF contract is not relevant to them.

### Discussion

In deciding this issue it would be unrealistic to consider vacation time exclusively, without regard to other forms of paid time off. Employment benefit and compensation packages are multi-faceted, and to the greatest extent possible they should be considered as a whole. Accordingly, the Neutral Chair believes it is appropriate to consider vacation time within the context of total paid time off.

The City constructed its Exhibit 32(a) to juxtapose firefighter paid time off among the comparable jurisdictions. It includes consideration of holidays, since in Rockford the parties have negotiated a provision wherein 52-hour firefighters receive 120 hours of paid time off, which is the equivalent of five 24-hour shifts.<sup>18</sup> Review of City Exhibit 32(a) reveals that Rockford firefighters have adequate paid time off when held up to that received by their counterparts at most seniority levels across the comparable jurisdictions. Table 6 on the following page has been constructed to illustrate that point. It shows quite clearly that Rockford firefighters are well-positioned vis-a-vis their comparability pool counterparts at various seniority levels.

Even a cursory glance at the Table reveals that Rockford firefighters enjoy a great deal of paid time off compared to the average across the comparable jurisdictions. The Neutral Chair therefore concludes that there is no justification under the external comparability criterion to adopt the Union's final offer on this issue.

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<sup>18</sup> The same is true for irregular 40-hour employees. Regular 40-hour employees receive 12 designated holidays.

Table 6  
Paid Time Off (Annual Hours) for 24-Hour Firefighters

<u>City</u>	<u>1 yr</u>	<u>5 yrs</u>	<u>10 yrs</u>	<u>15 yrs</u>	<u>20 yrs</u>	<u>25 yrs</u>
Aurora*	0	120	168	192	240	264
Bloomington	24	144	192	192	264	312
Champaign	24	158	226	242	259	259
DeKalb	120+	240	312	360	360	360
Elgin	0	120	168	240	240	288
Joliet	168	360	360	432	456	480
Peoria	24+	120	192	240	264	312
Springfield	72+	240	240	264	288	312
Average	54	188	232	270	296	323
Rockford						
Union F.O.	120	264	336	336	384	408
City F.O.	120	240	312	312	360	384

Source: City Exhibit 32(a); collective bargaining agreements. Table includes consideration of vacations, holidays, personal days, and other days.

It is difficult to compare 52-hour firefighters to employees who work a conventional five-day, forty-hour week --- especially with regard to time off. While the former often work under dangerous conditions and must spend an entire 24-hour period away from home, they enjoy longer and more frequent blocks of time off than do the latter. Comparing just the paid vacation time of those two employee groups does not present the complete picture. The more valid comparison is between and among firefighters working a 24 on/48 off schedule. As noted in the preceding paragraph, such a comparison favors adoption of the City's final offer on this issue.

## SICK LEAVE PAY UPON SEVERANCE

### Union Position

The Union's final offer on this issue increases the amount of accumulated sick leave for which employees would receive pay upon severance. The current language provides that sick leave pay upon severance shall be calculated on the basis of "fifty percent (50%) of the total sick leave accumulated by the employee." The Union's final retains the 15-day cap for such pay. However, for employees who retire under honorable conditions with at least twenty years of creditable service, the Union's final offer increases the cap from the current 45 days to 67 1/2 days.

The Union notes that other City employees are entitled under the Personnel Rules and Regulations to receive payment for 75% of their accumulated sick leave. It seeks the same benefit for firefighters. The Union also points out that unlike Section 9.4 of the IAFF contract, the provisions governing other City employees do not limit receipt of the maximum credit to those who have accumulated 20 years of creditable service. The Union does not propose a change on that dimension of the sick leave buy back provision.

The Union asserts as well that its offer on this issue would bring Rockford firefighters more in line with their counterparts across the comparable jurisdictions. In support of that claim, the Union presented the following summary of the applicable provisions in the comparability pool:

Aurora - On retirement, employees with 20 years of service are to receive three months salary.

Bloomington - On retirement, 100 percent of the accumulated sick time hours up to a maximum of 1,800 hours may be placed into an account to be used for the purchase of retiree health insurance for the employee and dependents.

Champaign - Employees with 903 hours of accumulated sick time may sell back 70 percent and employees with as few as 564 hours may sell back accumulated sick time at 50 percent.

DeKalb - Employees receive pay for up to 100% of accumulated sick time.<sup>19</sup>

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<sup>19</sup> This is a revision to the Union's summary, which advanced the incorrect claim that "Employees may purchase 100% of accumulated sick time." The DeKalb collective bargaining agreement confirms that only those employees who separate honorably with 20 or more years of accumulated service are entitled to a 100% sick leave buy back.

Elgin - Employees may receive up to 240 hours pay for accumulated sick time for hours accumulated in excess of 1,080.

Joliet - Employees may sell back up to 1,420 hours of sick pay at the rate of 40 percent of base pay plus the educational incentive added to base pay.

Peoria - Employees may sell back up to 100 percent of accumulated sick leave for the purpose of paying for retiree health insurance.

### City Position

The City's final offer is to maintain the status quo on this issue. It notes that the sick leave benefit was doubled during the last round of negotiations, from 25% to 50%, with the cap for 20-year employees being raised from 22.5 days to 45 days. The City believes that such a significant adjustment in the recent past should preclude an additional one in these proceedings, particularly without some quid quo pro from the Union.

The City also argues that sick leave buy back is but one element of the entire sick leave package it provides its firefighters. It points to another, wherein starting firefighters receive 720 hours (30 working days) of sick leave upon being hired. With the exception of the police, the City notes, none of its other employees receive sick leave upon hire. And the City asserts that Rockford firefighters accumulate sick leave faster than those in any comparable fire department in Illinois.

### Discussion

The Neutral Chair is convinced from the record that there is no justification to enhance the sick leave buy back provision of the current collective bargaining agreement. First, the parties themselves recently negotiated that provision. It presumably represents what they saw as fair in late 1995. And the Neutral Chair notes that the benefit to Rockford firefighters essentially doubled at that time.

Second, Rockford firefighters do indeed appear to accumulate sick leave faster than their counterparts across the comparable jurisdictions. They accrue 24 hours of sick leave per month, which is more than their counterparts in Peoria (9.34 hours per month), Bloomington (10 hours per month after year 1), Champaign (11.2 hours per month), Elgin (12 hours per month), and Joliet (14 hours per month). Firefighters

in Springfield and DeKalb earn sick leave at the same rate as Rockford firefighters. These data do not provide compelling reason to change the status quo through interest arbitration; on the contrary, they provide strong reason to retain it.

The same may be said of the internal comparables. There is no conclusive evidence in the record to indicate that Rockford police enjoy any sick leave buy back whatsoever. And while other City employees can receive pay upon separation for more accumulated sick leave than can firefighters generally, the firefighters can claim it sooner. That is, firefighters with only five years of service can receive up to 120 hours of sick pay upon separation; other City employees must be at least 55 years of age and have at least eight years of service.

On balance, the Neutral Chair has concluded from the record that there is no compelling justification to change the status quo on this issue. Besides, that status quo was relatively recently established. It represented a marked departure from the previous sick leave buy back provision. Should the parties wish to revisit this issue in future negotiations, they may certainly do so.

## ON-CALL PAY

### Union Position

The Union's final offer on this issue inserts the following new provision (Section 11.5) into the agreement:

Forty (40) and forty-two (42) hour employees who are scheduled to be on call and required to carry a pager will receive two hours pay when on call.

The Union believes that employees required to be on standby outside of their regular hours of work should be paid for that inconvenience. It notes that AFSCME-represented employees in Rockford receive two hours' pay for any hours they are on standby and provided with "portable communication devices" outside of their regularly scheduled work hours. Thus, the Union asserts, its final offer on this issue should be accepted.

### City Position

The City's final offer on this issue retains the status quo. It asserts that the Union simply lifted the AFSCME on-call provision without giving the matter serious thought. Moreover, the City argues, the on-call provision in the AFSCME contract is part of a negotiated wage structure that generally has not kept pace with the increases negotiated on behalf of firefighters.

Finally, the City notes, it attempted to negotiate with the IAFF concerning reasonable compensation for carrying a pager, but those efforts were fruitless. The City believes the Union's final offer here is excessive, for it would provide approximately \$3,400 per year per person if the on-call responsibility were rotated among all 40-hour employees.

### Discussion

There are twelve 40-hour employees represented by the Union (3 Coordinators, 7 Fire Inspectors, and 2 Fire Equipment Specialists). Each night, one inspector and one coordinator are on call and must carry a pager. Clearly, some form of additional compensation is appropriate for that duty, which presumably requires persons involved to stay within pager range and maintain a reasonable degree of readiness to respond if necessary. Doing so places an obvious imposition on the way in which such persons orchestrate their time off.

The foregoing conclusion notwithstanding, the Neutral Chair finds insufficient justification in the record for adopting the Union's final offer on this issue. The Union's only argument seems to be, "AFSCME has it, so we should get the same." The on-call provision in the AFSCME contract is most likely the result of a compromise between those parties which involved other issues. The record in this case has not convinced me that similar give-and-take negotiations have taken place between the City and the IAFF. Moreover, the Union cited no data from the external comparables which would support acceptance of its offer.

Overall, the Neutral Chair is not convinced that the Union's final offer is reasonable. It has shown no support among the external comparables for its adoption, and the evidence it presented on the internal comparable dimension is extremely limited.

## MANNING

### City Position

The parties' existing Side-Bar Agreement on the minimum manning issue quotes Article 4.1 of their collective bargaining agreement. It then includes the following statement:

The parties mutually agree that this section shall mean that the the current level of manpower will be continued, with no fewer than fifty-six (56) men working per shift (A,B,C) who are assigned to companies or ambulances, including a maximum of fifteen (15) companies and four (4) ambulances. In the event that a fifteenth company is put into service, the level of manpower shall increase to fifty-seven (57) men.

The City's final offer replaces the minimum manning levels specified above, removes the maxima of 15 companies and 4 ambulances, and sets forth a different working definition for Article 4.1, as follows:

The parties mutually agree that this section shall mean that the level of manpower, on a daily shift basis, shall be determined by (means)<sup>20</sup> of the equipment in service and its use as set forth in the table below:

Engine Company	- 3 people
Ladder Company	- 4 people
Quint Company	- 5 people
Ambulances	- 2 people

The City argues that the above manning levels reflect prior agreements between the parties. It notes that adding new pieces of equipment, which in most jurisdictions is a management right, can be accommodated in the future under its offer by using the above previously agreed safe manning levels for each piece of equipment.

The City acknowledges that the Fire Department administration is currently trying to staff each shift at 59 persons. But there are also times when it does not hire back to that level. Besides, the City notes, there is a considerable difference between exercising managerial discretion to staff at 59 persons and being contractually required to do so.

The City also underscores the testimony of Chief Robertson in support of its final offer. Chief Robertson expressed great concern for firefighter safety, and even went

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<sup>20</sup>This word was apparently inadvertently omitted from the City's final offer.

to far as to state that his fifth ambulance proposal would not pull staffing out of the 59 persons currently on a shift, provided manpower availability remained the same.

### Union Position

The Union's final offer also includes amendments to the parties' Side-Bar Agreement on manning. It increases the minimum staffing from 56 to 59 "men working per shift." It also deletes the following sentence from the Side-Bar Agreement:

In the event that a fifteenth company is put into service, the level of manpower shall increase to fifty-seven (57) men.

The Union's final offer on this issue would replace the above sentence with this one:

In the event that another ambulance is placed into service, the department will add two additional firefighters/paramedics per shift.

The Union characterizes the City's final offer on this issue as a sweeping change to the status quo. It notes that the current Side-Bar Agreement has existed in that form for a number of years, and has been the subject of successive rounds of collective negotiations. The Union argues that never over the course of that long history have the parties agreed to formulate a manning commitment on the basis of individual pieces of equipment. And, the Union asserts, adoption of the City's final offer on this issue would reduce the current practice of having four people for each of four engine companies to assigning only three people for each of those companies. The Union does not believe the City has justified such a reduction; more importantly, the Union asserts, it raises safety concerns.

In view of the City's radical restructuring of the Side-Bar Agreement through its final offer, the Union argues that it should be required to present compelling justification for it. And the Union asserts that the City has advanced no such justification to depart from the current manning requirement structure, which is based upon shifts, not individual pieces of equipment.

The Union believes its final offer on this issue is more akin to the changes the parties have formerly negotiated. It notes as well that its increase of the current contractual manning level to 59 merely conforms to what has been the

Department's practice since January 1, 1996.

### Discussion

It is clear from the record that both parties hold firefighter safety in the highest regard, and that the safety issue is an integral part of the manning question. It is also clear that at the bargaining table the parties have successfully resolved their past differences of opinion with regard to minimum manning. Firefighter safety is fundamentally a matter for the parties themselves to address. Their respective bargaining teams have the necessary expertise to do so; interest arbitrators do not. For that reason, the Neutral Chair is inclined to favor the final offer on this issue which departs the least from the negotiated status quo.

The City's final offer is indeed a radical step away from the current structure of the Side-Bar Agreement. It totally eliminates the per shift minimum and replaces it with a specific manning level (not a minimum) for each piece of equipment. Those numbers may indeed be reasonable; in fact, the Neutral Chair concludes from the straightforward and sincere testimony of Chief Robertson that they most likely are. But the record does not contain sufficient justification to adopt them through interest arbitration. They represent a quantum leap from the current shift minimum structure, and the City has the burden of proving that such a leap is justified. That burden has not been met.

The City's concern about being contractually tied to a shift minimum of 59 persons is understandable. As Chief Robertson explained it, even though the practice since January 1, 1996 has been to staff at that level, putting the number into the contract would usurp some of the manning flexibility he now enjoys. The Neutral Chair agrees in general that managerial discretion should be maintained with regard to manning issues. But the loss of staffing flexibility which would result from adoption of the Union's final offer seems to exist in concept only, not in reality. That is, the minimum staffing level advanced by the Union's proposal mirrors exactly the minimum staffing level the Chief has been operating under for about two years. Under such circumstances the Union's final offer does not seem inordinately burdensome. In any event, it is a more true-to-form extension of the existing negotiated Side-Bar Agreement than is the City's final offer.

The Neutral Chair understands that the minimum staffing set forth in the City's final offer mirrors the numbers the parties themselves have apparently embraced over the years. Be that as it may, the City has not presented sufficient evidence to justify its significant departure from the parties' longstanding use of a shift minimum and its adoption of specific manning levels for each and every piece of

equipment the Department uses.

For all of the foregoing reasons the Neutral Chair favors adoption of the Union's final offer on this economic issue.

## PARAMEDIC DECERTIFICATION

### Union Position

New regulations have changed the current two-year EMT-Paramedic (EMT-P) certification to a four-year licensure requirement. The Union points out that the current collective bargaining agreement requires paramedics to recertify at least two times after their initial certification, thereby essentially requiring a minimum certification period of six years. Since state law now refers to licensure rather than certification and four-year periods as opposed to two-year periods, the Union notes, both parties' offers reflect the need to change the current Article 4.9 (Paramedic Decertification).

The Union's final offer provides that a firefighter not called for paramedic training within the first five years of employment "will" be excused from the paramedic obligation. While that represents a change from the term "may" in the current agreement, the Union points out that its final offer obligates paramedics to remain so licensed for eight years --- two years more than the six-year certification requirement which appears in the current agreement. The Union believes one is a fair exchange for the other.

The Union's final offer also obligates paramedics to notify the Department of an intent to become relicensed within one year of a second relicensure. The Union believes the difference between that element of its offer and the comparable element of the City's final offer is minuscule, and suggests it has no preference for either one.

The Union also asks that the paramedic decertification provision apply prospectively only for employees who have either announced an intention to be relicensed or for those with less than four years of paramedic service. Requiring employees with five or more years of paramedic service to relicense for four years, the Union asserts, would effectively give them nine years of paramedic service rather than the eight years contemplated by both final offers.

### City Position

The City asserts that its final offer does little to change the status quo. It simply changes the "certification" terminology to "licensure," and still allows an employee to request downgrading after six years of paramedic service. The only grounds the City could use for denying a downgrade request would be a lack of trained manpower. As the City correctly notes, the current language of Article 4.9 includes that provision as well. The City also underscores the fact that according to the testimony of Chief Pond, no employee with six years' paramedic service has ever had a downgrade request denied.

The City believes the following sentence, included in the Union's final offer, is problematical:

The firefighter/paramedic after six (6) years may choose to retain paramedic status and continue to work on an ambulance or be assigned to a fire company.

The City interprets that sentence to mean that management can assign a qualified paramedic to any assignment for the first six years of the licensure period, but after that the paramedic can choose whether he wishes an ambulance or fire company assignment. Such a change in current practice, the City asserts, is not justified by the change in state law or by any of the Department's current practices.

### Discussion

There is not much difference between the parties' final offers on this non-economic issue. Both acknowledge the appropriateness of allowing paramedics to decertify after six years (unless it would create a trained manpower shortage), both include appropriate changes to conform to the revisions in state law, and both parallel the status quo in most other respects. But the Union's final offer guarantees that firefighters who have not been asked to attend paramedic training during their first five years of employment "will" be excused from paramedic obligation. Both the current language of Article 4.9 and the language of the City's final offer use the term "may." Thus, the Union's offer removes discretion from Fire Department management. If there had been some showing that such discretion had been abused in the past, the Neutral Chair might look favorably on that aspect of the Union's offer. But there is no such evidence in the record. The Neutral Chair therefore sees no compelling need to change the status quo on that dimension of the paramedic decertification issue.

The Neutral Chair also agrees with the City concerning the above-quoted sentence from the Union's final offer. It does indeed indicate that paramedics with six years' licensure can choose their own assignments --- either an ambulance or a fire company. The Neutral Chair finds no compelling reason for making that change to the status quo either, particularly since it appears that the parties have never discussed it across the bargaining table.

The non-economic nature of the issue affords the Neutral Chair the authority to revise either of the parties' offers, or draft another for that matter, but there is no reason to do so here. Overall, the Neutral Chair finds the final offer of the City on this issue to be preferable to that of the Union.

## DISCIPLINE

### City Position

The City maintains that the discipline of firefighters is a legal matter outside the scope of bargaining. In support of that position the City cites the January 30, 1998 ruling of the Circuit Court of the Seventeenth Judicial District in City of Belvidere and Illinois Fraternal Order of Police Labor Council wherein the court ruled unlawful a collective bargaining agreement provision that allowed a disciplined police department employee to choose between grievance arbitration or the circuit court. Given that ruling, the City argues, it would be compelled to reject an arbitration award giving disciplined firefighters a choice between using the grievance procedure or going before the Board of Fire and Police Commissioners.

The City also cites City of Decatur v. AFSCME Local 268,<sup>21</sup> a decision wherein the Illinois Supreme Court held that a home rule community (i.e., Decatur) must bargain over a union discipline proposal "not specifically provided for or in violation of another law." But Rockford is a non-home rule community. As such, the City argues, it has no authority to amend the Board of Fire and Police Commissions Act --- which specifically covers firefighter discipline.

The City also asserts that the Union's final offer conflicts with the mandatory procedural requirements for the removal and discharge of firefighters. Thus, the City argues, any arbitration award issued under the provisions of the Union's offer would not be binding or enforceable.<sup>22</sup>

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<sup>21</sup> 122 IL.2d 353, 522 N.E.2d 1219 (1988).

<sup>22</sup> In support of that argument the City cites another Illinois Supreme Court decision: Rockford School Dist. #205 v. Illinois Educational Labor Relations Board, 165 IL.2d 80, 649 N.E.2d 369 (IL 1995).

Beyond its legal arguments on this issue, the City asserts that the Union's final offer dramatically alters the status quo and offers nothing in return. The City notes as well that the Union offered nothing as evidence during these proceedings which would support whatever perception they have regarding discipline matters taken before the City of Rockford Board of Fire and Police Commissioners. In contrast, the City asserts, Chief Robertson testified that discipline is not a problem under the current system.

### Union Position

The Union asserts that in previous contracts it waived its right to grievance arbitration for discipline cases and mutually agreed with the city to grant to the Rockford Board of Fire & Police Commissioners the exclusive jurisdiction to hear them. However, the Union notes, in the most recent round of contract negotiations the Union determined it would no longer waive its statutory right to grievance arbitration. The Union relies on Section 8 of the Illinois Public Labor Relations Act to support its claim of such a statutory right.

The Union notes that in the Management Rights clause of the existing contract the parties agreed to a "just cause" standard. It believes that provision gives firefighters an absolute right to grieve the absence of just cause in disciplinary matters. The Union believes that the City's attempt to hide behind its interpretation of Section 7 of the IPLRA has been eviscerated by its agreement to the just cause standard for discipline.

The Union acknowledges the provision in Section 5.1 of the current agreement which reserves suspensions and discharges for the jurisdiction of the Board of Fire and Police Commissioners. It also notes, however, the absence of such a provision in both the AFSCME contract and the PB & PA agreement.

The Union also argues that its final offer would not change the procedures followed by the Board of Fire and Police Commissioners. Those procedures would still be followed in cases where the disciplined employee chose that forum. The only change would be that employees would have a choice of forums.

And the Union argues that Rockford's status as a non-home rule community is irrelevant. In support of that argument it cites the following holding of Administrative Law Judge Waechter:

The fact that the employer in City of Decatur was a home rule municipality was irrelevant to the court's holding. Even though, in

City of Decatur, the court specifically noted that the employer's status as a home rule municipality allowed it to alter or amend any of its civil service system's terms, the employer's home rule status was not conclusive to the holding. Indeed, the court's reference to the employer's home rule status in City of Decatur was stated only as a collateral factor and was not the determinative consideration to its holding in City of Decatur. I believe that if the court intended to base its holding on the fact that the employer was a home rule municipality, it would have clearly said so.<sup>23</sup>

The Union also points to Section 15 of the IPLRA to support its argument that in any conflict between that Act and the Fire and Police Commission Act, the provisions of the IPLRA or any collective bargaining agreement "shall prevail and control . . ." The Union believes the Board of Fire and Police Commissions Act (BFPCA) is in direct conflict with Section 8 of the IPLRA. Accordingly, it argues, the parties should be required to place in their contract a grievance arbitration clause which covers firefighter discipline.

Finally, the Union notes that it has already negotiated changes in the rules and regulations of the Board of Fire and Police Commissioners with regard to promotional practices, psychological evaluation and scoring rates. The Union therefore asserts that the City's unwillingness to bargain over the discipline issue is not appropriate.

### Discussion

The legal question raised by the City has already been addressed in a recent interest arbitration decision arising out of the Village of Oak Brook.<sup>24</sup> In that decision the Arbitration Panel's Neutral Chair wrote:

The Employer argues that non-home rule municipalities, like Oak Brook, lack any inherent governmental powers not specifically provided by the State and that, therefore, when the State, through the Board of Fire and Police Commissions Act (BFPCA), mandates that discipline be carried out through a police and fire commission, Oak Brook has no power to do otherwise. The argument, however,

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<sup>23</sup> City of Markham, 11 PERI 2019 (ISLRB, 1995), X-112, fn.13.

<sup>24</sup> The decision was forwarded to the Neutral Chair by Union advocate D'Alba in a letter dated April 27, 1998, with a copy to City Advocate Schultz. It was accepted by the Neutral Chair under IPLRA Section 14(h)(7), which permits the consideration of "Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings."

assumes that the State has not permitted Oak Brook to use arbitration as part of the disciplinary procedure. In the chairman's opinion, that is an erroneous assumption. Such power, in the chairman's view, can be found in Sections 7 and 8, and, possibly, 15 of the IPLRA, which applies alike to home rule and non-home rule municipalities.<sup>25</sup>

The Neutral Chair in these proceedings agrees with the foregoing element of the Village of Oak Brook decision. The reader wishing to review the case law analysis behind the overall conclusion it embodies is directed to the Village of Oak Brook decision itself. There is no need to repeat it here. A few more specific comments are in order concerning the role of IPLRA Sections 7 and 8, however.

Section 7 of the IPLRA focuses on the parties' "Duty to Bargain." It sets forth an obligation to negotiate over "any matter with respect to wages, hours and other conditions of employment, not specifically provided for in any other law or not specifically in violation of the provisions of any law." Clearly, matters of employee discipline are a "condition of employment" within the scope of Section 7. The remaining question concerns whether that subject is "specifically provided for" in the Board of Fire and Police Commissions Act. The City argues that it is, and believes it is therefore not a mandatory subject of bargaining. Even if the City's position on that question is correct, Section 7 also states:

If any other law pertains, in part, such other law shall not be construed as limiting the duty 'to bargain collectively' and to enter into collective bargaining agreements containing clauses which either supplement, implement, or relate to the effect of such provisions in other laws.

Mindful of the above provision, the Neutral Chair believes that adoption of the Union's final offer on this issue would "supplement" or "relate to the effect of" the Board of Fire and Police Commissions Act. Accordingly, the issue of firefighter discipline falls within the scope of bargaining and the Arbitration Panel has the authority to consider it.

Section 8 of the IPLRA mandates that collective bargaining agreements "shall contain a grievance resolution procedure" and that such procedure shall provide for final and binding arbitration of "disputes concerning the administration or interpretation of the agreement unless mutually agreed otherwise." (emphasis added) The parties' existing collective bargaining agreement already requires in Article 1.2 (Management Rights) that the City must have "just cause" for

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<sup>25</sup> Village of Oak Brook and Teamsters Local Union No. 714, ISLRB Case No. S-MA-96-242 (Kossoff, 1998).

suspending, disciplining or discharging bargaining unit employees. It provides in Article 6 (Grievance Procedure and Binding Arbitration) that "any dispute or complaint" concerning the interpretation of, application of, or compliance with the "terms of this Agreement" is grievable. The grievance procedure also provides for final and binding arbitration and grants the arbitrator the jurisdiction to "apply and determine compliance with this Agreement. . ." Though Article 5.1 carves out an exception for issues involving suspensions and discharges, meaning that such issues must go before the BFPC, the Union asserts that it is no longer willing to embrace that exception. The Neutral Chair concludes from the Union's position that there is no longer a mutual agreement between the parties to bar disciplinary issues from the grievance and arbitration procedure. In other words, the Union has a statutory right to withdraw its former agreement to the bar.

Turning to the merits of the Union's final offer, the Neutral Chair concludes that it is reasonable. The offer grants disciplined employees the option of pursuing an appeal either through the BFPC or through the grievance and arbitration procedure. As already noted, the City agreed in the Management Rights clause to adopt the "just cause" standard for discipline; it agreed as well that matters of interpreting the collective bargaining agreement are within the scope of the grievance and arbitration procedure. Against that backdrop, the Union's final offer does not seem too far removed from concepts the parties have mutually embraced already.

Moreover, numerous interest arbitrators in Illinois have previously concluded that a choice of appeal procedures is appropriate. It acts as a check and balance between them, so that if one is not perceived by employees to be fair, they are likely to use the other. As noted by the Neutral Chair in a previous Award:

Another favorable aspect of the Union's final offer on this issue is that it gives employees a choice. Those having confidence in the fairness of the Board of Fire and Police Commissioners could opt for a hearing before it; those feeling more comfortable with an independent party --- not appointed but mutually selected by the parties themselves --- could choose arbitration. The Union's final offer is simply more democratic in that it gives employees some say in decisions that will have a significant effect on them.

...

The Village also argued that the Union's final offer would encourage "forum shopping," and that it might create inconsistent disciplinary outcomes. The Arbitrator disagrees. The only way such a result would occur would be if one procedure or the other were perceived by employees as more just. Clearly, if one of them were, it should be

favored by employees and management alike. . .<sup>26</sup>

The Neutral Chair concludes from the foregoing analysis that the Union's final offer on the discipline issue is reasonable, that it is preferable to the status quo, and that it conforms more closely to Sections 7 and 8 of the IPLRA than does the City's final offer.

## RESIDENCY

### City Position

The City acknowledges the passage of Public Act 90-202 on July 24, 1997, and agrees that in signing it Governor James Edgar removed the prior residency requirement exclusion from the scope of interest arbitration decisions under Section 14(i) of the IPLRA. But, the City argues, there was no clear intent on the part of the Illinois General Assembly that P.A. 90-202 be applied retroactively. And since these proceedings were not initiated until the Union filed its mediation request on January 14, 1997, the City notes, the Arbitration Panel should not consider it.

The City argues as well that even if P.A. 90-202 is held to be applicable, it only states that an interest arbitration decision "may" include residency requirements. Presumably, by use of the permissive term "may" the General Assembly contemplated some situations in which arbitration of the residency issue is not appropriate.

And the City notes that because the parties had already reached impasse on a number of other issues, the residency issue was not discussed between them until the eve of arbitration. The City believes that granting the Union's final offer on this issue would be manifestly unfair, because the parties have not had a chance to explore it fully during the give-and-take of the collective bargaining process. Besides, the City points out, granting firefighters the right to live outside the city limits would grant them something not available to other Rockford employee groups.

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<sup>26</sup> Village of Arlington Heights and Arlington Heights Firefighters Association, Local 3105, IAFF, ISLRB Case No. S-MA-88-99 (Briggs, 1990), at 101, 102.

### Union Position

The Union's final offer would add a new section (Article 13.10) to the collective bargaining agreement, allowing "All members of Local 413" to live "anywhere in Winnebago County or fifteen (15) miles from the Public Safety Building." The Union justifies its position by noting that the current residency requirement was implemented unilaterally by the City. It applies only to employees hired after January 1, 1994, thereby creating two classes of employees in the bargaining unit: (1) those required to live within the City limits; and (2) those grandfathered, who are allowed to live within a fifteen-mile radius of the public safety building or within Winnebago County. And since the requirement was unilaterally imposed, the Union argues, it had no chance to bargain over it.

The Union argues as well that the comparability factor supports adoption of its offer on the residency issue, noting that four of the historical comparables have no municipal residency requirement. It notes as well that two of the remaining towns' residency requirements were created by city ordinance. The Union also points to Decatur, a jurisdiction advanced as comparable by the City of Rockford in these proceedings. In that city the prior residency rule was recently liberalized through the collective bargaining process.

The Union believes in addition that its final offer embraces freedom of movement and choice, and that the high property taxes Rockford firefighters are forced to pay due to the residency rule justify its elimination. It asserts as well that the Arbitration Panel should rely on P.A. 90-202, disposing of the issue under the law as it now exists.

### Discussion

Both parties seem to agree that they have had little opportunity to negotiate the residency issue. The City was apparently willing to do so once P.A. 90-202 became effective, for it admittedly began to discuss residency with the Union "on the eve of arbitration." The Arbitration Panel concludes from these circumstances that the parties have not yet fully explored the residency issue through free collective bargaining. Since interest arbitration is supposed to be a last resort, employed only when the parties have been unable to settle their differences at the bargaining table, it seems inappropriate to change Rockford's residency requirement in these proceedings. For that reason alone, the Union's final offer is not acceptable.

Having reached the foregoing conclusion, there is no practical reason for the Arbitration Panel to take a position with regard to the retroactivity of P.A. 90-202.

Adoption of the City's final offer will essentially maintain the status quo. We believe, however, that P.A. 90-202 enfolds the residency issue within the scope of bargaining, and that the City therefore has an obligation to negotiate with the Union about it.

#### ADDITIONAL COMMENTS

##### 9-1-1 Operators

The parties had a dispute with regard to whether this Award would apply to 9-1-1 operators employed by the Fire Department. When the City refused to participate in any interest arbitration proceeding involving those employees, the Union filed a March 28, 1997 unfair labor practice with the ISLRB. On February 5, 1998 ISLRB Administrative Law Judge John F. Brosnan issued a Recommended Order that the City violated the IPLRA, and that it arrange with representatives of the Union to implement interest arbitration proceedings to resolve the wages, hours, and terms and conditions of employment for the City's 9-1-1 operators (i.e., Telecommunicators). The Arbitration Panel takes note of that Recommended Order, and retains jurisdiction over those issues.

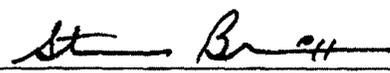
## AWARD

After careful study of the record in its entirety, and in full consideration of the applicable statutory criteria, the Arbitration Panel has reached the following decisions with regard to the parties' January 1, 1997 - December 31, 1998 collective bargaining agreement:

1. Wages (economic) - the final offer of the Union is adopted.
2. Paramedic Stipend (economic) - the final offer of the City is adopted.
3. Kelly Days (economic) - the final offer of the Union is adopted.
4. Vacations (economic) - the final offer of the City is adopted.
5. Sick Leave Pay Upon Severance (economic) - the final offer of the City is adopted.
6. On-Call Pay (economic) - the final offer of the City is adopted.
7. Manning (economic) - the final offer of the Union is adopted.
8. Paramedic Decertification (non-economic) - the final offer of the City is adopted.
9. Discipline (non-economic) - the final offer of the Union is adopted.
10. Residency (non-economic) - the final offer of the City is adopted.
11. The matters already agreed upon by the parties themselves shall be included in their 1997-1998 agreement as well, along with provisions from its predecessor which remain unchanged.
12. The Arbitration Panel retains jurisdiction to hear and decide issues related to the wages, hours and working conditions of the 9-1-1 Telecommunicators Operators.

23<sup>rd</sup> SB

Signed by me at Barrington, Illinois, this ~~15<sup>th</sup>~~ day of May, 1998.



Steven Briggs, Neutral Chair

Signed by me at Rockford, Illinois, this 29<sup>th</sup> day of May, 1998.

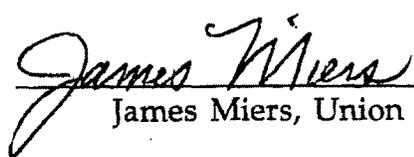


Steve Ferdinand, City Panelist

Concurring as to Award items: 2, 4, 5, 6, 8, 10

Dissenting as to Award Items: 1, 3, 7, 9

Signed by me at Rockford, Illinois, this 29<sup>th</sup> day of May, 1998.



James Miers, Union Panelist

Concurring as to Award items: 1, 3, 7, 9

Dissenting as to Award Items: 2, 4, 5, 6, 8, 10