

Before the Arbitrator

In the matter of the Interest Dispute
between
VILLAGE OF OAK PARK

and

1997-1999 Contract Terms

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 95

Appearances:

J. DALE BERRY of Cornfield and Feldman, Attorneys and Counselors,
appearing on behalf of the Union

JAMES C. FRANECZEK and PAMELA H. CLARKE of Franczek Sullivan,
P.C., Attorneys at Law, appearing on behalf of the Village.

ARBITRATION AWARD

The Village of Oak Park, Illinois, hereinafter referred to as the Village or Employer, and the International Association of Fire Fighters, Local 95, hereinafter referred to as the Union, were parties to a collective bargaining agreement, in effect from January 1, 1994 to December 31, 1996. In the fall of 1996 they entered into negotiations over the terms to be included in a new, three year collective bargaining agreement. They resolved many issues in bilateral negotiations and negotiations conducted with the assistance of a mediator, but remained at impasse over a number of economic and non-economic issues. The parties selected the undersigned to serve as the neutral arbitrator and chairman of an Arbitration Board, which included firefighter/paramedic Ron Hofsteadter and Deputy Chief Cliff Hansen. Hearings and meetings were held on June 10 and 30, July 27, August 13, September 22 and 23, October 8 and 9, 1998 and January 14 and 15, 1999. At various points the hearings were suspended while the undersigned met with the parties jointly and separately and functioned as a mediator. During the course of that mediation and phone conversations that occurred between meetings, the parties reached agreement on the disposition of all of the remaining issues at impasse, except for those dealing with compensation, ICMA contributions, vacation slots and paramedics. In order to expedite the resolution of the remaining issues in dispute for the term of the 1997-1999 agreement, the parties agreed to waive the contractual and statutory provisions calling for a tripartite Arbitration Board and permit the undersigned to issue an award addressing the remaining issues in dispute, thereby establishing the terms of the 1997-1999 agreement.

IMPASSE ISSUES NO LONGER IN DISPUTE

A. ARTICLE XIV Section 14.4 - Hospitalization

Amend as follows:

Each employee who elects coverage under the Village's health and hospitalization insurance program shall contribute the following amounts to the total monthly premium costs of such coverage:

Effective 1-1-97:

	Single	Family
HMO	\$15.00	\$46.00
PPO	\$22.50	\$59.00
Indemnity	\$29.50	\$72.00

Effective 1-1-99:

	Single	Single + 1	Family
HMO	\$18.00	\$40.76	\$55.20
PPO	\$35.23	\$62.75	\$84.97

Upon request, the Village shall promptly provide the union and each employee, no later than thirty (30) days prior to any enrollment period, a side-by-side comparison of the new PPO plan in accordance with the format of the comparison made in the grievance settlement dated May 24, 1996 regarding Health Insurance Grievance No. 96-847, a copy of which is attached as Appendix _____. To the extent that the new plan provides coverage and benefits that are not substantially the same, the terms of the settlement agreement shall continue to apply.

(c) The Village shall establish and maintain a Section 125 Flexible Spending Account plan for purposes of employee contributions for unreimbursed medical and dependent care expenses and Village provided health insurance premiums, as authorized under §125 of the Internal Revenue Code as long as such plan continues to be allowed by the Internal Revenue Service. Retired firefighters who continue to participate in the group plan shall be allowed to participate in a §125 plan if such participation is authorized under the Internal Revenue Code.

B. ARTICLE XVIII, Section 18.3 and Appendix C

Amend Appendix C as follows:

.....

In lieu of the educational incentives outlined in Appendix B, the Village agrees to pay the Fire Fighter who completes fifteen (15) consecutive years of service on the Oak Park Fire Department a longevity step of ~~\$75.00~~ \$90.00 per month.

The maximum longevity payment allowable shall be ninety dollars (\$90.00) per month.

C. ARTICLE XIII, Section 13.6

Add the following language:

(g) Effective January 1, 2000, employees shall be eligible for good attendance incentive payments based on the number of sick leave days that the employee used during the preceding calendar year. Any leave taken pursuant to Section 13.8 (family sick leave) will be counted as sick leave for purposes of the good attendance incentive payments. To be eligible, employees must have accumulated a minimum of thirty (30) days of sick leave overall. Eligible employees whose sick leave usage qualifies shall have the option to sell back unused sick days as follows:

Number of sick days used as of 12/31	Number of sick days that may be sold back
0	4 days
1	3 days
2	2 days
3	1 day
4 or more	0

D. All Remaining Items

As agreed in the tentative agreements and, if no tentative agreement, as contained in current contract.

IMPASSE ISSUES STILL IN DISPUTE

There are four impasse issues still in dispute. They are:

A. ARTICLE XIV - COMPENSATION

Section 14.1 - Wages

1. Village's Final Offer:

Appendix A modified to reflect the following increases:

Effective 1-1-97 (3.0 %)

Effective 1-1-98 (3.0 %)

Effective 1-1-99 (3.0%)

2. Union's Final Offer:

Appendix A modified to reflect the following increases:

Effective 1-1-97 (4.0 %)

Effective 1-1-98 (4.0 %)

Effective 1-1-99 (4.0%)

B. ARTICLE XIV - COMPENSATION

ICMA Contribution

1. Village's Final Offer:

No ICMA contribution.

2. Union's Final Offer:

Add new section as follows:

14.7 ICMA Contribution

Within thirty (30) days of the Arbitrator's award, the Village shall make a one-time contribution of five hundred dollars (\$500.00) to the ICMA accounts for each bargaining unit employee.

C. The number of vacation slots (whole or partial) to be made available for use by bargaining unit members in scheduling vacations.

D. The contract provisions governing paramedic requirements and stipends.

Discussion

As noted above, the parties presented evidence over a nine month period, in the form of testimony and hundreds of exhibits. In addition, the undersigned has had the benefit of extended discussions with the parties, jointly and separately and by telephone, covering all of the issues at impasse, including the four that remain in dispute. During that time the undersigned has had time to consider the parties' evidence, arguments and positions and relate them to the statutory criteria, particularly those referring to internal and external comparisons. Based upon that knowledge the undersigned finds that the following constitutes an appropriate disposition of the remaining issues in dispute:

A. Article XIV, Section 14.1 - Wages

The Union's final offer on wages should be incorporated into the 1997-1999 collective bargaining agreement.

B. Article XIV, Section 14.7 ICMA contributions

The Union's final offer on ICMA contributions should be included in the 1997-1999 collective bargaining agreement.

C. ARTICLE XI - HOURS OF WORK

Section 11.1 A. Normal Workday and Work Cycle

The issue of vacation slots to be remanded to the parties for bargaining during negotiations for the successor contract.

D. ARTICLE XIX - PARAMEDICS

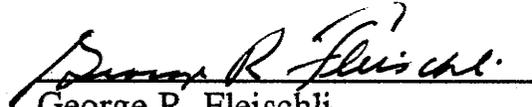
The paramedic article to be remanded to the parties for bargaining during negotiations for the successor contract.

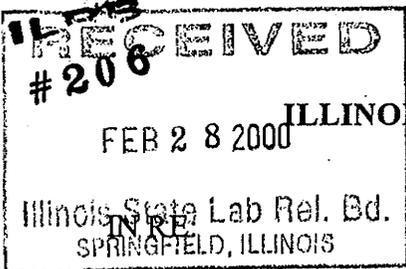
As to these remanded issues, the existing language shall remain in effect pending such negotiations. This remand shall be without prejudice to either party's position as to proposed modifications of the existing language under the terms of the successor agreement.

AWARD

The parties' 1997-1999 collective bargaining agreement shall consist of the above disposition of the four issues remaining in dispute, along with all changes agreed to during negotiations and mediation, including those set forth in this Arbitration Award, and all of the provisions of the 1994-1996 agreement that remain unchanged.

Dated at Madison, Wisconsin this 16th day of March, 1999.


George R. Fleischli
Arbitrator



ILLINOIS STATE AND LOCAL LABOR RELATIONS BOARD
INTEREST ARBITRATION

ASSOCIATION OF PROFESSIONAL
POLICE OFFICERS,
and
CITY OF AURORA,

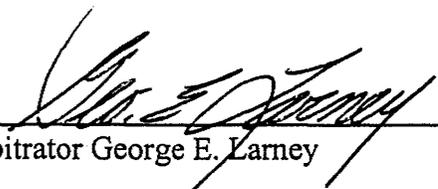
Case No. S-MA-00-43

ORDER OF ARBITRATOR

THIS MATTER COMING before Arbitrator George E. Larney on the Interest Arbitration between ASSOCIATION OF PROFESSIONAL POLICE OFFICERS and CITY OF AURORA regarding overtime hiring procedures and the Arbitrator being fully advised in the premises orders as follows:

1. The CITY OF AURORA shall utilize the "Short Notice Hiring Report" (copy attached to this Order) for the following six months. The reports shall be maintained in a file binder for ongoing review by APPO and copies of all such reports shall be retained for review by the Arbitrator.
2. The subject matter of this Arbitration shall not be grieved during the pendency of this matter and all disputes shall be referred to the Arbitrator's jurisdiction.
3. The Arbitrator retains jurisdiction over this matter through September 25, 2000 for the purposes of reconvening this Interest Arbitration and making any additional orders or decisions as may be appropriate.

DATED: February 24, 2000.


Arbitrator George E. Larney