

IN THE MATTER OF ARBITRATION	)	
	)	
BETWEEN	)	
	)	Hearing Date: March 25, 2010
CITY OF EAST ST. LOUIS, IL	)	East St. Louis, IL
	)	
Employer,	)	
	)	S-MA-09-262 (2010)
and	)	
	)	
IAFF LOCAL 23	)	Marvin Hill, Jr.
	)	Arbitrator
Union,	)	
_____	)	

APPEARANCES

*For the Union:*            Garrett P. Horner, esq.  
                                   Becker, Paulson et al.  
                                   5111 W. Main Street  
                                   Belville, IL 62226

*For the City:*            John Gilbert, Esq.  
                                   Hinshaw & Culbertaon, LLP  
                                   156 North Main Street, Ste 206  
                                   Edwardsville, IL 62025

I. BACKGROUND, FACTS, AND STATEMENT OF JURISDICTION

On March 25, 2010, the parties appeared through their representatives at a hearing held at City Hall, East St. Louis, IL. Exhibits (JX 1 & 2) were entered into the record, which was transcribed by John Arndt, CSR. The parties closed by making oral arguments on the record.

## II. ISSUE FOR RESOLUTION

Having entered two final offers on wages and salary that are identical, there is no real issue for resolution other than to certify the parties' stipulated agreement.

## III. DISCUSSION

As noted, this dispute involves one *economic* issue, that of wages. The Act restricts an Arbitrator's discretion in resolving economic issues to the adoption of the final offer of one of the parties. 5 ILCS 315/14. There is no Solomon-like "splitting of the child."<sup>1</sup> As to non-economic issues, however, the Arbitrator's discretion is not so limited. Section 14(g) of the Act reads:

As to each economic issue, the arbitrator panel shall adopt the last offer of settlement which, in the opinion of the arbitrator panel, more nearly complies with the applicable factors prescribed in subsection (h). The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in subsection (h).

5 ILCS 315/14.

The eight factors specified in Section 14(g) of the Act are as follows:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests 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:

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<sup>1</sup> Cf. 1 Kings 3, 24-27. "And the king said, 'Bring me a sword.' When they brought the king a sword, he gave this order, 'Divide the child in two and give half to one, and half to the other.' Then the woman whose son was alive said to the king out of pity for her son, 'Oh, my lord, give her the living child but spare its life.' The other woman, however, said, 'It shall be neither mine nor yours. Divide it.' Then the king spoke, 'Give the living child to the first woman and spare its life. She is the mother.'"

- (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 costs 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.

Section 14(h) requires only that the Arbitrator apply the above factors “as applicable.”

The Act’s general charge to an arbitrator is that Section 14 impasse procedures should “afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes” involving employees performing essential services such as fire fighting. Enumeration of the eighth factor, “other factors,” in Section 14(h) reinforces the discretion of an arbitrator to bring to bear his experience and equitable factors in resolving the disputed issue.

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Having received the parties’ joint stipulations (Attached), and their 2009-2010 successor collective bargaining agreement containing the agreed-on changes (JX 1)(attached), along with the former 2009 collective bargaining agreement (JX 2)(attached), consistent with and reflective of the statute, the following stipulated award is entered:

#### IV. AWARD

The parties stipulated agreement on wages (zero percent for three (3) years, coupled with a \$500 stipend) is awarded. The parties’ other charges as outlined in JX 1 (attached) are also awarded as part of the stipulated award.

Dated this 3<sup>rd</sup> day of April, 2010,  
at DeKalb, IL 60115

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Marvin Hill, Jr.  
Neutral Arbitrator