

BEFORE ARBITRATOR SHARON K. IMES

In the Matter of the Arbitration Between

CITY OF EVANSTON

and

**EVANSTON FIREFIGHTERS ASSOCIATION
LOCAL NO. 742 IAFF, AFL-CIO-CLC**

**ILRB Case No. S-MA-17-116
FMCS Case No. 17080-54778**

APPEARANCES:

Robbins Schwartz, by **Joseph Perkowski**, appearing on behalf of the City of Evanston, Evanston, Illinois.

Cornfield and Feldman, by **J. Dale Berry**, appearing on behalf of the Evanston Firefighters Association, Local No. 742, IAFF, AFL-CIO-CLC

JURISDICTION:

The City of Evanston, Evanston, Illinois, referred to as the Employer or the City, and the Evanston Firefighters Association, Local 742, referred to as the Union, selected the undersigned to hear the dispute identified above under Section 14 of the Illinois Public Labor Relations Act. Consistent with the parties' collective bargaining agreement and practice, they waived a tripartite panel. They also mutually agreed in their ground rules to other time lines than those set forth in Section 14 of the Act.

The parties met with the Arbitrator on February 20, 2018 to engage in a discussion over the issues identified in their respective final offers. During this discussion, the parties arrived at an agreement that would resolve each of the issues identified in the final offers. Consistent with that discussion and the agreements the undersigned issues the following consent award.

CONSENT AWARD:

Section 17.4 Duration and Renegotiations: Two (2) years from January 1, 2017 through December 31, 2018.

Section 9.1 Salary Schedule and Comp Bank Contribution: Effective fiscal year 2017 there shall be a 2.75% general wage increase implemented as follows: 0.0% general wage increase between January 1, 2017 and June 30, 2017 and 2.75% general wage increase effective July 1, 2017 through December 31, 2017. Effective fiscal year 2018, there shall be a 3.00% general wage increase.

In addition, each member shall receive 30 hours of comp time in their HBCT Bank on the date this agreement is executed and shall have the option of cashing out the 30 hours, deferring it to the deferred compensation plan, or using it in accordance with Section 10.3 (Compensatory Time"). Any part of this 30 hours not cashed out as of January 1, 2019 shall be contributed by the City to the employees' PEHP accounts.

Section 11.2 Group Insurance: All changes as implemented on January 1, 2018. See attached Exhibit A.

Section 9.5(c) Sick Leave: All changes agreed to on May 24, 2017. They are as follows: Status quo for fiscal year 2017 and effective January 1, 2018 status quo except a maximum of 120 hours shall be available for payout as follows: to the employee if he/she elects; to a HSA if allowable and the employee elects, or to the City's deferred compensation program if the employee elects. Any part of the 120 hours not paid out by these options and remaining as of December 31, 2018 shall be contributed by the City into the employee's PEHP account effective January 1, 2019.

Section 11.6 Post Employment Health Plan: Upon execution of this agreement members' monthly PEHP contribution shall increase to \$70.00 per paycheck, except that when there are three paychecks in a month the \$70.00 will not be deducted from the third paycheck.

Section 13.3 Rate of Pay for Serving in Higher Rank: With the exception of a Qualified Driver acting as a FAO, when an employee is temporarily assigned in a higher paying rank, and such temporary assignment continues for four (4) or more consecutive hours, the employee shall be paid at the same step in the higher rank to which they are assigned for each full 24 hour shift. When a Qualified Driver is temporarily assigned to a FAO for four (4) or more consecutive hours, the employee shall be paid \$20 for each full 24-hour shift.

The City shall negotiate with the Union the criteria which the City uses in making temporary assignments and any significant changes which the City makes in these criteria.

Section 13.19 Maintenance of Service Levels: The seventh paragraph under this section shall read as follows: This side letter of agreement shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2018, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential; shall not be considered to be the 'status quo' in a future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing therein shall constitute a waiver of either party's position as to whether or not minimum manning is a mandatory subject of bargaining.

The November 10, 2017 furlough day action taken by the City shall be reversed and each employee's vacation bank shall be credited eight (8) hours.

Operational Issues:

- The subcommittee issues agreed to on 07/17/2017 as provided for in attached exhibit B shall be implemented.
- **Section 6.3 Grievance Timing:** The first paragraph in this section shall read as follows: The Grievance Procedure set forth in this Section applies to employees covered by the Agreement . Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days of the date the employee knew or reasonably should have

known of the event giving rise to the grievance. A grievance shall be processed as follows:

- **Section 14.2 Drug Definitions:** The statutory citation on page 71 of the 2014-2016 collective bargaining agreement shall be updated to 720 ILCS 570/102. In addition, the list of drugs identified and the impairment levels shall be updated to be consistent with the current statute and regulations.
- **Section 16.2 FAO/QD Accident/Joint Safety Committee:** The subsection titled “Accident Prevention on page 99 of 2014-2016 collective bargaining agreement shall read as follows:

Accident Prevention. An employee receiving two preventable accidents in a rolling twelve-month period shall be subject to remedial training as designated by the Joint Safety Committee. The Safety Committee may null and void one preventable accident (marked against an FAO/QD in a 12-month period) if the Safety Committee determines that accident to be minor in nature. Regardless of whether the Joint Safety Committee determines that an accident is preventable, and regardless of whether and employee is subject to remedial training as designated by the Joint Safety Committee an employee may nevertheless be disciplined for conduct related to an accident by the Fire Chief whose authority to discipline an employee is independent of the Joint Safety Committee’s determination.

- **Side Letter Appendix D** shall be eliminated.
- **Appendix H** shall be updated to reflect the current **Fire Department Promotion Act**.
- **Section 17.4 Duration and Renegotiations:** This section shall be updated to include a new subparagraph (b) which shall read as follows: (b) During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may consent without prejudice to that party’s rights or position under the Act. The proceedings are deemed to be

pending before the arbitration panel upon the initiation of arbitration procedures under the Act.

Withdrawal and Waiver of Claims: The Union shall withdraw all pending Unfair Labor Practice charges, grievances, and wage claims, and shall waive all claims upon ratification of this agreement by the City Council.

In addition, the collective bargaining agreement shall incorporate those provisions of the predecessor agreement which remained unchanged as well as those tentative agreements reached by the parties during negotiations.

Dated this 14th day of March, 2018 at La Crosse, Wisconsin.



Sharon K. Imes, Arbitrator