

**Spokane County Fire Protection District No. 1  
And  
Local 876, International Association of Fire Fighters  
Interest Arbitration  
Arbitrator: John J. Ripple  
Date Issued: 10/15/1976**

**Arbitrator: Ripple; John J.  
Case #: 00388-I-76-00028  
Employer: Spokane County Fire District 1  
Union: IAFF; Local 876  
Date Issued: 10/15/1976**

**Local 876, International Association of Firefighters )  
-and- ) Binding Arbitration  
SPOKANE COUNTY FIRE PROTECTION ) proceedings pursuant to  
DISTRICT NO. 1 ) RCW 41.56  
\_\_\_\_\_ )**

**REPORT AND DECISION  
JOHN J. RIPPLE, Chairman  
\*\*\*\*\***

**Panel Members**

**Chairman: John J. Ripple, Attorney at Law, Spokane**

**Panel Member: Clyde Wisener, Firefighters**

**Panel Member: William Donahue, of Associated Industries, Inc.,  
of Spokane, on behalf of the District**

**ESTABLISHMENT OF PANEL AND PROCEDURES**

**Pursuant to RCW 41.56.440 of the Laws of the  
State of Washington, John J. Ripple, of Spokane,  
was appointed Chairman of the Arbitration Panel in  
this matter, verbally and confirmed by letter dated  
August 13, 1976, from Marvin L. Schurke, Executive  
Director, of the Public Employment Relations Commission.**

**Other Panel Members had been previously selected, Clyde Wisener, for the Firefighters Local 876, and William Donahue, for the Spokane Valley Fire District No. 1.**

### **PURPOSE OF THIS PROCEEDING**

**This proceeding is held pursuant to statutory authority pertaining to uniformed personnel. Prior to his appointment the Chairman was informed that both sides had agreed to waive fact-finding and go directly to binding arbitration. This announcement was made by the Chairman to both sides at the start of the hearing on September 2nd, and both sides agreed.**

**It was also agreed by both sides, that this proceeding was governed by the provisions of RCW 41.56, and the basis for determination set forth in Section 5 thereof (RCW 41.56.460).**

### **SUMMARY OF THE ISSUES**

**Briefly stated the matters brought before the Panel are based on the following issues:**

**1. The Firefighters Local 876 has requested a 16.4% wage increase for 1977. The Fire District has offered a 7% increase in wages, plus 1% increase in fringe benefits.**

**2. The Firefighters have requested a change in the wording of the Article concerning shift trades within the department. The District has requested that the Article remain the same.**

**3. The Fire District has requested a change in the Contract (Article VI, Section 1(B)). The Firefighters opposed changing the wording and policy on earned vacations. This issue has to do with the additional vacation awarded to each firefighter who has qualified by a four year increment of service.**

**In discussion of these matters and issues throughout this report, Local 876 will be referred to as "The Firefighters", and the Spokane Valley Fire District No. 1, will be referred to as "The District". Throughout this report references will be made to the exhibits which are part of this record. A summary of the exhibits is attached to this record as an appendix.**

### **HEARINGS**

**The first meeting of the Panel was held on September 2, 1976, at 9:00 A.M., at Valley Fire Station No. 1. All members of the Panel were present, together with representatives of both sides.**

**It was agreed that hearings would be informally conducted and the initial presentation on the three issues**

involved was made by the Firefighters. The Chairman requested that in addition to all testimony the parties present as much as possible, by way of written arguments and written materials to support their positions. Panel Members, as well as Representatives of the parties, were permitted to question and cross examine witnesses. No tape recordings were made of the proceedings.

The hearing on September 2nd concluded at approximately 4:00 P.M., with the Chairman announcing that it would be necessary to get additional information concerning an alleged surplus from the Spokane County Auditor's Office. He offered, at that time, to set up an appointment with the Deputy Auditor, to include the other two Panel Members. The consensus of both sides was that the Chairman should contact the Auditor's Office, personally, and on his own without the other Panel Members, and it was agreed that this would be done.

On September 7th, at 9:00 A.M., the Chairman personally contacted Anthony Cabading, Deputy County Auditor, in charge of the accounting for Spokane Valley Fire District No. 1, for the purpose of getting further explanation of computer read-outs, which were obtained and presented to the Panel, allegedly covering expenditures on the 1976 budget, through July 31, 1976. The purpose of this contact was to determine the accuracy and validity of contentions by the Firefighters that a projection of expenditures through July 31, 1976, indicated a substantial surplus would be realized by end of the fiscal year closing December 31st.

Following this meeting, the Panel Chairman informed both sides that the Auditor's Office had indicated that the July 31st computer read-out statements did not include the 2nd payroll for the month of July, and that approximately \$48,000.00, plus, in additional payroll and related expenses was not shown on that read-out. Both sides were invited to confirm this information by contacting the County Auditor's Office themselves and reporting back to the Panel Chairman.

Subsequently, new figures were obtained by the Firefighters, which purported to indicate a surplus in the salary portion of the budget amounting to approximately \$79,579.00. Because of the apparent conflict in figures, an additional meeting was called by the Chairman with both parties present on the morning of October 14th. At that time it was conceded that additional adjustments needed to be made off the \$79,000.00 surplus figure, the most important one being a deduction for holiday pay which would be debited in December, amounting to more than \$34,000.00. After discussion with

the parties and testimony by the Deputy Auditor, it appeared that the District was willing to concede that there might be a surplus of approximately \$25,000.00, with the Firefighters still contending that the surplus would be closer to \$45,000.00. This difference was not resolved.

#### **ISSUE - WAGES**

At the outset it was stipulated that the District Board had made available for salary increases for the year 1977, the sum of \$105,000.00, and by its offer of 7% increase had used up this item. It was contended that a rather substantial surplus existed (see Exhibit 5 produced by the Firefighters) amounting to almost \$115,000.00, which would make a total available for 1977 increases in the sum of \$220,000.00. The Firefighters in effect conceded that in the absence of such a surplus, there simply was no place to get the money for 1977, and a fire district levy which is on the ballot for the fall of 1976, would not produce funds until 1978. Please note the reference made at the outset of this report as to the Panel Chairman's conferences with the County Auditor concerning the alleged surplus.

Some of the items given for the use of the Arbitrator involved the following:

1. Cost of living differences.
2. Settlement trends.
3. Conditions of employment, as related to per capita number of Firefighters available.
4. Comparison of other districts and cities within the state.
5. National and regional pay trends.
6. Comparison with the City of Spokane.
7. Comparison with other trades and occupations.
8. Ability to pay.
9. Cost of living information determined from Consumer Price Indexes and information concerning current rates of inflation.

Some discussion was had concerning parity with the Spokane City Fire Department, and indications were that six years ago the two departments were on equal terms as far as wages were concerned. Subsequently, the Valley Firefighters obtained some extra increases in fringe benefits, such as medical and dental, but fell behind on wages. It is difficult to put an exact percentage difference on the overall comparison of the two departments. It would appear that at the present time the Spokane City Fire Department is paying approximately 8.13% more than the Valley Fire

Department on spendable wages, and the City has just negotiated an additional wage to its Firefighters of 8.5%, meaning that settlement at the rate of increase proposed by the District would further widen the gap between the two departments.

Other comparisons indicate that the Valley Fire District is spending approximately 87% of its budget on personnel. This figure is comparable to other departments, with the percentage increasing in the larger departments and falling below that figure in smaller departments. Many factors appear to enter into this percentage. However, it is safe to say that the Valley Fire Department is not unduly diverting its funds into capital expenditures and other improvements at the expense of its personnel.

There is a great deal of difference between positions of the Spokane and Valley Fire Departments, as to the manner in which the funds are raised. The City Fire Department is not nearly so dependent upon special levies as the Valley District. Testimony showed that more than 60% of the Valley Fire District's annual budget comes from special levies. This means that wage increases must be projected almost two years ahead of time in order to have the funds included in levy elections currently being held. What this means in terms of the current arbitration issue on wages is that 1977 wages must be governed by elections previously held, setting up the tax rates and special levy rates. Increases in wages beyond funds already provided for by special levy elections, leave the District with the choice of either shifting funds from other parts of the budget, and this is very limited, or cutting down the number of personnel. Neither of these is a very desirable step to be forced to take. The District is obviously interested in maintaining the very best and most efficient fire service that it is able.

Perhaps it is not out of order for this Arbitrator to suggest that the Firefighters be given an opportunity to give some input concerning the size of special levies for which approval is sought, even though these may have to be effected well in advance of the normal negotiating period. Since the Firefighters have such a large stake in the success of the levies it seems that their opinions and advice should be cranked into the overall formula for determining the size of special levies.

Be that as it may, it does appear to this Arbitrator that there is justification for the Firefighters' request for a larger increase than the 7% currently being offered for 1977. Funds simply are not available to make the increase

to 16.4% as requested, and as a matter of fact, in the negotiating sessions it was conceded that there probably was no way this large a jump could be made all at once.

Three things impressed the Arbitrator most in the evidence presented:

1. The Consumer Price Indexes indicate that the cost of living has risen approximately 6% in the past year, with the largest increases being in transportation and medical expense.

2. Settlement trends being effected in both the public and private sector throughout 1976 range from approximately 7.0% to 7.5% increase.

3. Current increases rendered by the City of Spokane will further widen the gap between the two Departments.

#### **DECISION:**

Having in mind all of these things, and being fully cognizant of the difficult position in which uniformed personnel are placed by virtue of the public nature of their jobs, and the limited economic control that they can exercise, it is the judgment of the Arbitrator that the Firefighters shall receive an 8.5% increase in their 1977 contract wages, along with the approximately 1% fringe benefit increase in dental and medical coverage already agreed to.

It is a recommendation of the Arbitrator that Fire District take a further look at the wages being paid its firemen and try to project ahead sufficient funds over the next two or three years to grant increases that will narrow the gap in wages between the City and Valley Fire District. It is impossible to predict accurately the rate of inflation ahead, but some effort must be done along this line. The District should try to provide some additional allowance, say in three increments, to provide "catch-up" pay to the Valley Firefighters, in addition to cost of living increases.

#### **ISSUE - SHIFT TRADES**

This issue seemed to the Arbitrator to be almost more vigorously contested than the issue of wages. Inquiry on the part of the Arbitrator indicates that it is a most important part of a fireman's existence and a privilege which he jealously seeks to protect. It is also a privilege which is found in very few types of employment. Two lengthy discussions were had with the parties and the Arbitrator on this issue.

It appeared to the Arbitrator that the arrangement has worked fairly well, with a minimum of difficulty, for

many years. Some incidents have arisen which have created differences, but apparently these have been relatively few and relatively minor. Some observations should be borne in mind:

1. It is absolutely necessary that the District retain control, through its Officers and Administrators.
2. While continuing the premise that refusals to grant shift trades must be for "cause", there appears to be no sound reason why the "cause" cannot be stated in writing.

**DECISION:**

The following provisions shall be incorporated in the contract between these parties:

Article VI, Section 3, shall be changed to read as follows:

"Section 3. Shift Trades.

(A) All permanent personnel shall be allowed to trade time when the trade does not interfere with the efficiency of the Fire Department.

(B) All requests for time trades shall be submitted on the appropriate Department form to the shift officer in charge of the shift on which the trade is taking place.

(C) Denial of a time trade by a shift officer shall be made when the trade interferes with the efficient operation of the Department, or when there exists other sufficient good cause. When a denial occurs, the reason for the denial shall be stated in writing on the time trade request form and signed by the responsible officer.

(D) In order to maintain the efficiency of the Department, only equally qualified personnel shall be allowed to trade time. Officers shall trade with officers, drivers with drivers, and firefighters with firefighters.

(E) All time traded shall be paid back within 12 months of the original trade. The Fire Department shall not be held accountable in any way for time not paid back by an employee.

(F) In addition to the criteria stated in this Article, the number of partial or full shift trades, or total hours traded during a 12 month period shall be subject to the procedures of department rule 87.

(G) Personnel utilizing a traded shift to work outside the department for pay or compensation will receive a 3-shift suspension."

**ISSUE - VACATION POLICY**

Present longevity policy of the District provides for one additional shift of paid vacation for each

**longevity pay step, to-wit: every four years. Practice in the District has been to grant the extra shift of vacation in the year that the employee becomes eligible for the extra shift, even though it may occur before the extra longevity is actually earned. Apparently vacation policy requires that employee to take his vacation within a 12 month period, the calendar. Therefore, the person becoming eligible for one extra shift of vacation at a December anniversary date, would have almost no chance of getting the extra vacation that year. It would simply come the following year.**

**The question arises as to what is a proper interpretation of the contract and whether or not it is actually legal and proper to grant the extra vacation period (paid) prior to the time it is actually earned.**

**DECISION:**

**The Arbitrator feels that it is not proper to grant it prior to the time it is actually earned and accrued, and the District is directed to make an appropriate change in its vacation policy.**

**John J. Ripple, Panel Chairman  
and Arbitrator**

**I accept and agree with the above and foregoing report and panel decision.**

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**Panel Member      Panel Member**

**I reject and disagree with the above and foregoing report and panel decision.**

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**Panel Member      Panel Member**

**APPENDIX**

**List of Exhibits Submitted  
Exhibit No.      Document**



- 1. Local 876 Arbitration brief.**
- 2. Memo of November 11, 1974**
- 3. Correspondence between the parties relative to shift trading, covering period from August, 1975 into 1976, and including arbitrator's findings on limitations of trades.**
- 4. Tacoma department contract Section XI relative to accrual of vacations**
- 5. Budget comparisons presented by Firefighters relative to alleged surplus**
- 6. Copy of 1975-1976 contract between the parties.**
- 7. Computer sheet from Spokane County auditor, red-lined by Firefighters, to show figures relative to alleged surplus**
- 8. Statement of issues by the District**
- 9. Statement by District relative to comparability of the District with other fire departments**
- 10. District resolution dated August 2, 1976, relative to internal transfer of budgeted funds.**
- 11. 1976 Salary recap sheet**
- 12. Salary adjustment sheets**
- 13. Sept. 1, 1976 letter from county auditor suggesting the need for a cash reserve fund within the district**
- 14. August 21, 1976 Labor Law Report, reflecting inflation rate and cost of living increases**
- 14b Consumer price index summary**
- 15. Cost of living study, February, 1976, relative to comparison between Spokane and Seattle**
- 16. Comparison with Yakima department**
- 17. Comparison with Everett department**
- 18. Comparison with South County (Alderwood) department**
- 19. 1976 Labor Contract settlements - private industry - Spokane county area**
- 20. 1976 Labor Contract settlements - counties**
- 21. District Memo on issue of vacations**
- 22. District Memo on issue of Shift trades**
- 23. July 24, 1976 Spokesman-Review article concerning Spokane City Fire Department wage settlement.**