

**Kent Fire Fighters Local No. 1747
And
City of Kent
Interest Arbitration
Arbitrator: Albert L. Gese
Date Issued: 07/24/1979**

**Arbitrator: Gese; Albert L.
Case #: 01867-I-78-00057
Employer: City of Kent
Union: IAFF; Local 1747
Date Issued: 07/25/1979**

**In the Matter of the Arbitration)
)
 between) Arbitration Award
)
 THE CITY OF KENT) for
)
 and) 1979 Contract Year
)
 KENT FIRE FIGHTERS LOCAL #1747)
 _____)**

Before

Arbitration Panel of:

Albert L. Gese, Chairman

James M. Connor, Kent Representative

Martin R. Woodin, Union Representative

Appearances:

**Representing the Union:
Thomas H. Grimm, Attorney**

**Representing the City:
Gerald Winkle, Finance/Personnel Director**

Background

The parties engaged in negotiations from May 2, 1978 until September 15, 1978 for the 1979 contract year. On the latter date the parties agreed they were at impasse on the remaining issues and mediation assistance was requested. A Mediator was assigned by PERC and met with the negotiators on October 17, 1978. The gap between the City and the Fire Fighters' respective positions was not bridged in mediation, although there was a willingness by the City to improve its wage offer.

Thereafter the parties waived the Fact-Finding process and agreed to submit the disputed issues to arbitration. The undersigned was selected by the parties as the neutral Chairman of the Arbitration Panel. A hearing subsequently was held on January 25, 1979 at Bellevue, Washington. Briefs were filed with the Panel on March 1, 1979. The Arbitration Panel met and considered the evidence and the position of the parties. Thereafter the Chairman submitted the following findings, conclusions, decision and award.

The Issues

The issues presented to the Panel on January 25, 1979 were contract proposals made by the Union that had not been resolved in direct negotiations. They were the following:

- 1.) Repayment of medical deductions and contract language to prevent such deductions in the future.**
- 2.) Provide for an option on medical coverage between Group Health and Blue Cross for post-1977 employees as is provided for pre-1977 Fire Fighters.**
- 3.) Reduction of the work week from 56 hours to 54 hours by the addition of four Kelly days.**
- 4.) Additional longevity payments on a percentage basis.**
- 5.) Salary increase.**

Position of the City

The City contends that the Arbitration Panel must follow the Guidelines promulgated by the Presidential Council on Wage and Price Stability. Even though cities may be excluded from price standards, the C.W.P.S. has no similar exceptions for the wage standards. The only settlements excluded are those labor contracts signed prior to October 25, 1978.

The City agrees that at one time in the negotiations it proposed to settle on a wage package that exceeded the Guidelines. The proposal was based on a tandem relation with other city employees. The City now argues the proposal is no longer a proper alternative since the tandem relationship with other city employees was rejected by the Fire Fighters. The City now feels the Arbitration Panel would exceed its authority if it were to award any total cost package, including medical and reduction in hours, or longevity and wages, above the 7% guideline. The City also denies that the Kent Fire Fighter has slipped in comparison to Fire Fighters in comparable cities and would not necessitate any catch-up, as proposed by the Union.

Position of the Union

The Union argues that the Kent Fire Fighters' relative position to Fire Fighters in comparable cities has deteriorated since 1974. It would require an 8% adjustment, before the wage increase for 1979 was awarded, to bring about a proper relationship between the Kent Fire Fighter and the Fire Fighter employed in the comparable cities. Kent is one of the fastest growing communities in the Snohomish-King County areas, not only in population, but also in Industry and Commerce. Therefore, this is the appropriate area for comparison. In addition, the City has not argued, and cannot argue, that it does not have the ability to pay the Fire Fighter the increase he is entitled to.

The Presidential guidelines announced on October 24, 1978 do not apply to the City of Kent. The Supreme Court has held in National League of Cities v Usery, 426 U.S. 833, 96 5. Ct at 2465, 49 L. Ed. 2nd 245, that neither the executive or Congressional branch of the Federal government had authority to interfere or regulate the wage rate paid by the state or local governmental unit. Further impasse had been reached prior to the issuance of the Guidelines and, therefore, would not be applicable. However, even if the Guidelines did apply, the Union has proven a gross inequity exists which calls for a catch-up to bring the Kent Fire Fighter into a relative position previously enjoyed with Fire Fighters employed in comparable cities.

Discussion

In a sense, when the parties to a collective bargaining agreement decide they cannot reach a settlement and request an Arbitration Panel to make the decision, they are indirectly adopting the results of successful bargaining of the cities they agree are a proper standard for comparison.

Based on the settlements made with other city employees, the offer made in mediation, and the settlements and rates of pay enjoyed by Fire Fighters in other cities, the Chairman finds it difficult to accept the City's argument. On the other hand, the same problem comes to mind in respect to the position of the Union. The Union has made a prima facie case for an increase in wages above the Presidential Guidelines. Improvements in the work week and longevity are also due.

All the evidence pointed to the fact that in both the work week and in longevity, the Kent Fire Fighter lags far behind his fellow worker in the comparable cities. Had the deterioration since 1974, as claimed by the Union, not come about as a result of free collective bargaining and which was ratified by the Union membership, the Chairman would have been persuaded to include a cost-of-living clause in addition to the wage rate awarded. The Union, having been a party to the lower contractual rates, cannot now expect the Arbitration Panel in one fell-swoop to make up all the lost ground; An adjustment to the extent requested by the Union could feasibly be made on a long term agreement.

The Chairman is satisfied that the evidence supports as large an increase as was granted the Kent Police Officers. This, the Chairman believes, will maintain or somewhat improve the relative position of the Fire Fighter.

Findings and Conclusions

1) Medical Deductions. The parties are not at issue that the deduction for dependent coverage is a proper cost in the total package and is to be taken out of the package. The Chairman is in accord with the Union's position that the deductions are an irritant that good personnel and labor relations dictate should be avoided by the Employer whether engaged in a commercial or public enterprise. The parties are directed to agree on language which will satisfy the City that the amount of the deduction is credited to the annual cost package of the settlement; and future

deductions will not be made when the contract expires.

2) Optional Medical Plan for post-1977 employees. There was an indication that this issue would be settled by the parties. If it has not been settled at the time the Award is submitted to the parties, it will be covered in the Award.

3) Reduction in the Work-Week. The Union's request in the reduction of the work week is based on the fact that the Kent Fire Fighters presently are averaging 56 hours per week. It is one of the longest work weeks among Fire Fighters within the comparable cities. The average work week in the comparable cities is 49.8 hours. The evidence shows that a reduction in hours has been negotiated in recent settlements in the comparable cities.

The Union's proposal to add four Kelly days would reduce the work week to 54 hours. This would still leave the Kent Fire Department above the average work week of the comparable cities. The Chairman concludes and finds that the addition of four (4) Kelly days is an equitable method for the reduction in the weekly hours. This will bring the work week more in line with the Fire Fighter in the neighboring cities.

4) Longevity Pay. The present longevity pay is \$10.00 after five years service and \$15.00 after ten years employment. The Union proposed the payments be brought in line with cities such as Renton, Auburn, Everett, Seattle, and Tacoma. These cities, although not exactly on the same time frame and percentage amount, pay approximately 2% after five years, 4% after ten years, 6% after fifteen years, and some pay 8%~ or 9% after twenty years. (See the Union exhibit attached.)

No increase has been made in the longevity scale for the Kent Fire Fighter since 1969. Although individuals may differ on the wisdom of longevity pay, it is quite evident that this is a form of providing additional pay for years of service. It is also an accepted method in city and other public employment. In this area the Kent Fire Fighter has not kept pace with his fellow Fire Fighter employed in comparable cities. The Chairman, therefore, finds that an increase in longevity pay is due. An award of 2% after five years and 4% after ten years service will be part of the arbitration award.

The Kent Fire Department, as presently constituted, was started in 1965. Consequently, there are no employees that will complete fifteen years of service in 1979. Longevity payment beyond the

ten year period will not be determined since it will not affect any of the present employees. Any extension beyond the ten years can be dealt with by the parties in subsequent negotiations.

5) **1979 Salary Increase.** The Kent Fire Fighter receives a monthly salary of \$1417.00. This is to be increased on January 1, 1979 by 11% less a small deduction for increased medical costs.

On a one year contract, it was determined to be less confusing than a 7% or 8% increase with a cost-of-living clause. The latter would result in a higher salary rate at the end of the year but little, if any, additional take home pay. . On a multiple year contract, a cost-of-living esculator clause could have been incorporated.

We are mindful that the Award exceeds the Presidential Guidelines. The Chairman is not persuaded the Guidelines are applicable to the salaries covered by this arbitration matter. The increase can be justified on the grounds that Fire Fighters in the comparable cities are far above the rate that will be paid the Kent Fire Fighter. Also, the City made contract settlement with other city employees that exceed the 7%. In fact, the settlement with the Police Guild was 11%.

Arbitration Award

Effective January 1, 1979, the Kent Fire Department personnel are awarded:

- 1) A general salary increase of 11%.
- 2) Based on the top step of the progression rate, longevity pay will be paid at the rate of 2% after five years of service and 4% after ten years service.
- 3) Four additional Kelly days will be instituted.
- 4) Increased medical costs for the year 1979 are to be deducted from the 11% increase. Deduction made by the City in respect to the increased costs of the medical plan are to be reimbursed to the individual employee.

Respectfully submitted this
day of March, 1979

ALBERT L. GESE, Chairman

**JAMES M. CONNER,
Representing the City**

**MARTIN R. WOODIN,
Representing the Fire Fighters**

LONGEVITY

CITY	5 YEARS	10 YEARS	15 YEARS	20 YEARS		
SEATTLE	2%	4%	6%	8%		
TACOMA	2%	4%	6%	8%		
RENTON	2%	4%	6%	8%		
PUYALLUP	1%	1 1/2%	2%	2 1/2%		
KENT	\$10.00 per mon. 4 1/2 Years	\$15.00 5 1/2 Years	\$15.00 6 1/2 Years	\$15.00		
AUBURN	2%	4%	6%			
	4 Years	8 Years	12 Years	16 Years	20 Years	
EVERETT	2%	3 1/2%	5 1/2%	7%	9%	

KENT LOCAL PROPOSAL

5 Years	10 Years	15 Years	20 Years
2%	4%	6%	8%