

**Seattle Fire Fighters Union, Local 27 IAFF
And
City of Seattle
Interest Arbitration
Arbitrator: Phillip Kienast
Date Issued: 02/03/1983**

**Arbitrator: Kienast; Philip
Case #: 04246-I-82-00092
Employer: City of Seattle
Union: IAFF; Local 27
Date Issued: 02/03/1983**

IN THE MATTER OP ARBITRATION

CITY OF SEATTLE)	OPINION AND AWARD
)	of
)	Arbitration Board
-and)	Conrad Clementson
)	Carolyn Gorud
)	Philip Kieuast, Chairman
Seattle Fire Fighters)	
UNION, LOCAL 27 IAFF)	February 3, 1983
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)	RE : Contract Terms

APPEARANCES

For the Union:

Paul Harvey and Finley Young, Esq.

For the City

Deborah Hankins, Assistant City Attorney

This proceeding is pursuant to RCW 41.56 and the rules of the American Arbitration Association. A hearing in this matter was held on December 9, 10 and 15, 1982 and the record closed on December 30, 1982 with receipt by the Chairman of post hearing memorandum requested

by the Board. The following issues were stipulated for decision.

Duration
Hours
Salary
Uniform Allowance
Premium Pay
Medical Benefits
Holiday Pay

The Board met in executive session several times to deliberate the award in this matter. The Board carefully considered all the criteria set out in RCW 41.56.

Duration

The City proposed a one year agreement; the Union a two year agreement with a wage reopener in the second year. The Board initially considered the possibility of a two year agreement with a fixed percentage or CPI formula wage increase in the second year. However, a development during the pendency of this proceeding required discarding this possibility. In November the Bureau of Labor Statistics (BLS) reported the CPI-W for Seattle as 294.1--representing a -1.4% decrease from September 1982 and only a 2.9% rise since November 1981. By contrast the September 1982 CPI-W was 298.3--representing a 1.8% increase from July, 1982 and a 4.9% increase from the previous September. In July 1982 the CPI-W for Seattle stood at 292.9--representing a 1.4% decrease from May 1982, and a 5.4% increase since the previous July.

In the Chairman's view such an erratic pattern of change in the CPI-W undercuts any attempts to set second year wages based on its estimated or actual change by July 1983. The stakes for both parties are too high to set wages for 1984 on the recent performance of the CPI-W for Seattle.

The Chairman also rejects the idea of a two year contract with a wage reopener. In this proceeding the Union has placed heavy emphasis on achieving an hours reduction through elimination of debit shifts. The Chairman has concluded that granting an hours reduction in the 1983 agreement is not warranted for reasons that will be explained in more detail in the hours section of this opinion. He believes that to restrict negotiations only to wages in the second year would improperly deny the parties an opportunity to agree to an hours reduction as part of an economic package settlement in the 1983 contract. In the Chairman's view leaving this and other matters open for discussion in bargaining

on a contract to be effective September 1, 1983 serves the interest of both parties. It will reduce the potential for impasse since the parties will have a wide range of issues from which to construct a mutually acceptable package. Leaving only wages open increases the potential for a deadlock to occur in 1983 negotiations.

For the reasons set out above the duration of the Agreement will be one year, September 1, 1982 to August 31, 1983.

Hours of Work

Seattle fire fighters currently work a 45.7 hour work week. The Union proposal was for a reduction to 42.9 in 1983. The City pointed out that Seattle fire fighters already work the shortest work week among the eight comparative cities as shown in Table 1. The City also argued that the proposed hours reduction would disrupt the work schedule already in place for 1983.

The Chairman finds that an hours reduction is not warranted at this time primarily because Seattle already works the shortest work week among the cities shown in Table 1. These cities are the ones the parties have traditionally used in negotiations and accordingly were given the greatest weight in the Board's deliberations. But even compared with other cities in the Seattle-Everett area (C48) the work week in Seattle is 3.3 hours per week below the average, with only Everett having a shorter work week.

Secondary reasons for rejecting the hours reduction requested by the Union include the recent change to a 24 hour shift schedule and the disruption it would cause in the 1983 schedule of the fire department. There was considerable disparity between the parties in the estimated cost savings achieved with the introduction of the 24 hour shift. In the Chairman's view another year of experience with the schedule will permit more accurate assessment of any cost savings and hence permit a more productive discussion of whether identified savings could be applied to an hours reduction. If significant savings could be confirmed in the coming months perhaps an hours reduction could be negotiated in the 1984 agreement without requiring substantial concessions by the Union in other areas of the economic package.

Based on the evidence in the record of this proceeding, the Chairman made it clear in the Board's discussions that any hours

Table 1
Monthly Salaries, Work Week, Hourly
Rates and Costs

City	1972	1982	Hours Per Week	Base Hourly Rate	Urban Family Budget Index ^a
Tacoma	\$ 959	\$2,314	48	\$11.09	102
Oakland	1,081	2,274	52	10.07	107
San Francisco	1,161	2,258	48.7	10.67	107
San Jose	1,036	2,217	56	9.62	107
Portland	986	2,211	56	9.09	101
Long Beach	1,044	2,084	56	8.56	98
Sacramento	1,010	1,970	56	8.10	92
San Diego	1,002	1,786	56	7.34	98
Average (Excluding Seattle)	1,035	2,139	53.9	9.32	101
Seattle (Comparative Ranking)	942	2,240	45.7	11.28 (1)	102 (1)
Overall percentage 138% Increase 1971-1982					

^a Index of intermediate family budget (BLS) Fall 1981.

reduction would require a commensurate adjustment in the wage-benefit package, especially in light of Seattle's already top position in terms of hourly wage rates as shown in Table 1. In the final analysis the Chairman decided that the record did not warrant any hours reduction in the 1983 Agreement.

Salary

The Board has considered the factors set out in 41.56 in arriving at its decision. Within that statutory framework the Board weighed heavily the negotiating history of the parties and historic trends in

wages and working conditions of fire fighters in comparable cities As regards the former, the record discloses that since 1972 the salaries for Seattle fire fighters have risen 6% less than the CPI-W. However, the pattern in recent years has differed from the early 1970's. Between 1970 and 1975 salaries rose faster than the CPI; but between 1976 and 1981 they rose slower than the CPI-W. Accordingly, near term trends indicate the parties have previously found it reasonable to agree to salary increases less than the increase in the CPI.

The negotiating history of the parties also reveals that the parties have found it reasonable to agree to salary increases that were the same as increases achieved by police officers. Between 1950 and 1981 the journeyman salary for fire fighters and police officers has been identical (C73). The important point is not the reasons why the parties agreed to salary increases commensurate to that of police officers; rather, it is that in the end they did agree to salary increases that were in tandem with those of police officers. Moreover, past reductions in fire fighter hours have not resulted in breaking this pattern of parity.

In light of the foregoing the Chairman finds that, absent any other compelling reasons, the salary increase to be awarded as a result of this proceeding should be comparable to that negotiated by the City with police officers, namely, a 4.3% base salary increase retroactive to September 1, 1982 and a further adjustment on March 1, 1983 as follows:

Fire fighter	30
Lieutenant	35
Captain	38

The City presented no persuasive evidence why its offer of a 2.0% increase was reasonable in light of its past negotiating history. It argued from fiscal data that its ability to pay was severely limited, yet it agreed to a 4.76% pay increase for police based on the same fiscal picture. It argued that on a per hour basis that its fire fighters were the best paid in comparison with most other relevant cities. Yet, it took their agreements over time to make this happen. The City did not show by the evidence that conditions had changed so dramatically as to warrant a substantial change in its compensation policy for fire fighters.

Likewise, the Union presented no persuasive evidence as to why an increase of salary in excess to that given police officers was warranted. The Union argued that the productivity of the average fire fighter had increased, e.g. more inspections; that the skill and knowledge had

risen, e.g. learn fire code and emergency medical care. Yet in the final analysis, the record suggests that prior negotiations have considered these changes.

An analysis of Table 1 discloses that in 1972 Seattle ranked at the bottom of the nine cities shown in Table 1; in June 1982 it ranked fourth. In terms of base hourly rate Seattle ranks number 1. Since 1972 Seattle's monthly salary has risen 31% more than the average for the other 8 cities. Taken together the data in Table 1 strongly suggest that the quality and quantity of work done by Seattle fire fighters has been accounted for in past salary adjustments.

Uniform Allowance

Regarding uniform allowances, the City proposed a \$25 increase in both the initial and annual allowance. By contrast, the Union proposed the City purchase all clothing and protective equipment needed by a fire fighter and reduce the current allowance from \$250 to \$150.

In the Chairman's view the Union proposal calls for a substantial departure from the status quo. In essence the Union is proposing that a quartermaster system be instituted. When a party proposes such a departure from past agreements it bears the burden of proving that the change is warranted and reasonable.

The evidence (U29 and C55) discloses that the main difference between Seattle and comparative cities is that Seattle pays little for uniform and equipment initially, but provides one of the highest annual maintenance allowances at \$250. In light of this evidence the Chairman concludes that the initial uniform allowance should be raised by \$300 to \$650 and the annual replacement allowance from \$250 to \$290. This would make the initial uniform costs in Seattle comparable to that in Tacoma and Portland but less than the average for California cities where a substantial portion of initial costs are subsidized by the State. It would also make the total annual costs comparable to the \$50 per month increase provided in the 1982 police agreement.

Premium Pay

The Union argued for a series of improvements in the premium pay schedules in the agreement. The City contended no improvements were necessary. The weight of the evidence favors the City's position in the Chairman's view. Overall, Seattle fire fighters working in various specialties enjoy premium pay and/or reduced work hours that compare very favorably to those enjoyed by fire fighters in cities to whom they compare (C62-65 and U30). No new premiums, therefore, are awarded.

Holidays

Seattle fire fighters are currently paid at 11/2 for hours worked on 6 of 11 designated holidays in the Agreement. The Union argued that they be paid at 11/2 for all holidays worked. The City contends no change is warranted, however, they did agree to adding one more holiday at 11/2 in their settlement with the police. The Chairman takes the view that this agreement points to a similar award here. When this additional item is added together with the other items awarded above the economic package awarded would be comparable with the one the City agreed to with the police officers--a package representing approximately a 5.6% increase over 1982 compensation levels.

Medical Benefits

The parties are in agreement that the City continue to pay 100% of the medical and dental premiums for the coverage set out in the contract. However, the Chairman concludes that the total package awarded here should not exceed that negotiated in the police contract. He therefore denies this request and related changes in the contractual sick leave policy.

AWARD

Duration: 1 year

Salary: 4.3% base salary increase retroactive to September 1, 1982

Effective March 1, 1983 base monthly salaries to be increased:

\$30 for fire fighters

\$35 for lieutenants

\$38 for captains

Medical and dental: 100% payment of medical and dental premiums retroactive to September 1, 1982

Uniform Allowance: Raise initial allowance to \$650 and annual allowance to \$290

Holiday pay: Increase from 6 to 7 the number of days on which a fire fighter is to be paid 1« when that holiday is worked.

All other proposals are summarily denied by the Board.

Conrad Clementson

Carolyn Gorud

Philip Kienast, Chairman