International Association of Fire Fighters, Local 876
And
Spokane County Fire Protection District No. 1
Interest Arbitration
Arbitrator: Timothy D.W. Williams
Date Issued: 03/03/1983

Arbitrator: **Williams; Timothy D.W.**
Case #: **04328-I-82-00096**
Employer: **Spokane County Fire District 1**
Union: **IAFF; Local 876**
Date Issued: **03/03/1983**

IN THE MATTER OF THE	**)**	**DECISION AND AWARD**
	)	
INTEREST ARBITRATION	**)**	**OF ARBITRATION PANEL**
	)	
BETWEEN	**)**	
	)	
SPOKANE COUNTY FIRE PROTECTION DISTRICT #1	**)**	
	)	
"THE DISTRICT"	**)**	
	)	
AND	**)**	
	)	
INTERNATIONAL ASSOCATION OF FIRE FIGHTERS, LOCAL 876	**)**	
	)	
"THE UNION" OR "THE FIRE FIGHTERS"	**)**	
	)	**Interest Arbitration**

HEARING SITE: **Suite 1500**
SeaFirst Financial Center
Spokane, Washington

HEARING DATE: **January 5, 1983**

ARBITRATION PANEL:

Impartial Arbitrator and Chairman	**For the For the Association**	**Fire District**

Timothy D.W. Williams
4350 S.W. Galewood St.
P.O. Box 2029
Lake Oswego, OR 97034

Bill Anderson
N. 4017 Sargent
Spokane, WA 99206

Paul Allison
Suite 1500
SeaFirst Financial Ctr
Spokane, WA 99201

APPEARING FOR THE ASSOCIATION:

Mr. Lannie Ulrick, Spokesperson
Mr. Clyde Wisenor
Mr. Buck Haney

APPEARING FOR THE FIRE DISTRICT:

Mr. Richard Johnson, Spokesperson
Mr. Rod Tedrow
Mr. Dale Haye
Mr. L. Bruce Eggleston

EXHIBITS

Fire District

1. **Copy of collective bargaining statute 41.56**
2. **Comparable department data**
3. **Comparability data**
4. **Spokane Department data**
5. **Spokane Department practices**
6. **Persons contact at comparable departments**
7. **Wage increase for City of Spokane**
8. **Auditor's letter to Dale Haye**
9. **Spokane County subarea growth**
10. **Financial projection**
11. **Wage settlements**
12. **October 1982 monthly labor review**
13. **CPI comparative data**
14. **Reduced workweek cost**
15. **Mediator's notes**

Fire Fighters

1. **Notebook**
2. **Budget document**

3. Investment vouchers
4. Budget documents, 1982
5. Budget documents, 1981
6. Budget documents, 1980
7. Budget documents, 1979
8. Comparison of 1982 budget with 1983

The Spokane County Fire District No. 1 and Local No. 876, IAFF have not reached agreement on their labor contract for 1983. Eight issues remain in dispute. Arbitration was initiated according to the RCW 41.56.450. Accordingly, Mr. Paul Allison was selected by the Fire District as its partisan and Mr. Bill Anderson was selected by Local 876 as its partisan. Mr. Timothy Williams was selected as the neutral chairman of the Arbitration Panel. Hearing was held on 5th day of January 1983 in the office of Mr. Paul Allison. The Fire District elected to file a post hearing brief and it was received by the chairman on January 21, 1983. The response brief of Local 876 was received on January 26, 1983. The neutral chairperson made a taped record of the hearing as required by RCW 41.56.450.

The following issues were submitted to the Arbitration Panel for review and recommendation:

1. Wages
2. Workweek Hourly Reduction
3. Fire Fighters Out of Classification Pay
4. Disability Insurance L.E.O.F.F. II Personnel
5. Sick Leave Accumulation for L.E.O.F.F. II Pension New Hires
6. Grievance Procedure
7. Hours for Day Personnel
8. Hours for New Hires

The Arbitration Panel met to discuss and formulate the award on the 17th of February, 1983 in Mr. Allison's office. Each issue was discussed separately from the others with both partisans given a full opportunity to provide comment and analysis. The discussion of each issue led to the formulation of an award for that issue. The neutral chairperson provided each partisan the opportunity to react to the award. The following report does not constitute a complete outline of the panel's proceedings, but rather is a summary of the essential analysis with the statement of the award.

During the hearing the District introduced a letter addressed to the panel which protested the alleged non-compliance of Local 876 with the statutory requirements covering interest arbitration proceedings. The District contended that Local 876 had not submitted it a copy of their written proposals on the issues still in dispute. Specifically, the District wrote:

> **Pursuant to WAC 391-55-215 Spokane County Fire Protection District No. 1 does hereby object to Local #876 of the I.A.F.F. and its noncompliance with WAC 391-55-220. Local #876 has failed to submit to Fire District No. 1, as well as to our partisan arbitrator, a copy of their written proposals on the issues they intend to submit to arbitration. Our willingness to proceed with the interest arbitration as scheduled should in no way be considered as a waiver of our right to object on the basis of this noncompliance in any appeal that could result from the arbitration award.**

The District did not enter a specific motion on this matter and therefore the chairman accepted the letter without discussion or action. Both parties went forward with the presentation of their cases during the conduct of the hearing.

ISSUES, DISCUSSION AND AWARD

ISSUE 1. WAGES

A. Proposals: Local 876 propbsed a 13.5% across-the-board wage increase. This proposal would give the Fire Fighters approximate parity with Spokane City Fire Fighters. While the Union did not advance a specific multi-year wage proposal, they did indicate that a multi-year agreement would be acceptable if it were tied to increases in the cost of living.

The District offered a 6% across-the-board wage increase with a wage reopener provision the second year of a two-year agreement.

B. Discussion: The parties submitted considerable written evidence, oral argument, and testimony on this issue to the Arbitration Panel. Also, the parties submitted additional summary argument in their briefs. In carefully reviewing

this information, the Arbitration Panel was particularly mindful of the requirements of RCW 41.56.460 that the Panel follow six guidelines in framing an award. The award will not attempt to outline all of the evidence and arguments presented to the Panel or to summarize all of its discussion. Rather, this award will provide an overview of the major factors leading to the award with emphasis on the statutory guidelines.

The Panel found four of these guidelines to be particularly applicable to the issue of wages. First is the requirement that the Arbitration Panel compare compensation of employees working for the Spokane Fire District with those working for similar public bodies on the west coast of the United States. Both parties submitted a list of comparable jurisdictions. Unfortunately, the Panel found fault with both lists. The District's list was carefully culled from communities in Washington, Oregon, and California but contained two major problems. First, the list did not indicate the actual salaries paid fire fighters in the jurisdictions chosen, only the percentage wage increase for the current year. The statutory guidelines require the Panel to compare not wage increases but actual wages and other forms of compensation. Providing information on a percentage increase does not give the Arbitration Panel the information necessary to comply with RCW 41.56.460.

Second, the District's list of comparables is internally inconsistent. On one hand, the District argued against comparing city fire departments and county fire districts in the state of Washington, noting language in the statute that speaks to a respective comparison of cities to cities and counties to counties. Therefore, the Fire District would compare itself with other county fire districts, such as Pierce County #2, Clark County #5, and King County #39 in the state of Washington. On the other hand, in presenting "com parable" jurisdictions outside the state of Washington, the District included two Oregon cities and two California cities. The District acknowledged this inconsistency but argued that in order to meet the requirement to choose "west coast" comparable communities, it was necessary to use cities in other states. While the Panel could understand the dilemma the District faced in assembling its list of comparables, this inconsistency of using cities outside the state of Washington but no Washington cities is clearly a weakness in the District's

comparability data.

The list of comparable communities supplied by the Union also was flawed. This list was made up exclusively of Washington cities (with the exception of Pierce County #2). In limiting their comparables to Washington cities, the Union failed to recognize the statutory requirement of comparison to west coast jurisdictions. The Panel also noted the District's claim that the list was unrepresentative and carefully selected to make the Union's case.

While the Arbitration Panel would have desired a more complete and accurate comparability picture than the parties presented, certain tentative conclusions could be drawn from the evidence in the record. First, the information presented by the Union clearly indicates that the Spokane Fire District lags behind in salaries paid to fire fighters. While the Panel would have liked to utilize the District's list of comparable communities, the absence of specific salary data precludes that possibility.* Because the Washington statute requires the Panel to consider comparable wages, because the

---

***The Panel is fully aware that the Union in its rebuttal brief supplied salary information for the District's list of comparables. However, salary information constitutes new evidence and was not properly placed before the Panel. Therefore the Panel did not consider this data.**

only comparable wage information before of the Panel is that supplied by the Union, and because the jurisdictions chosen by the Union were not unreasonable (the Union's list is not as comprehensive as it should be but certainly is not unreasonable given the statutory requirement); the Panel concludes on the basis of the Union's data that some catch-up is justified in setting wages for 1983.

Increases in cost of living is a second guideline considered by the Arbitration Panel. The evidence presented by both parties clearly indicated that current increases in the cost of living do not justify a major wage increase. The fire fighters estimated the annual increase in cost of living at 5% (FF Ex. 1). The District introduced evidence to demonstrate that fire fighter salary salaries have kept pace with increases in cost of living since December 1977 (Dist. Ex. 13).

Based on this data and the fact that the most recent cost of living data shows increases to be less than the District's offer, the District concluded that there was no basis to give an increase greater than the 6% offered by the District.

The Panel reviewed the information on cost of living and concluded that the cost of living data does support the position of the District. The District's 6% offer more than offsets increases in the cost of living.

The third statutory guideline that the Arbitration Panel considered concerns the ability of the District to pay for increased wages. The guidelines require that the panel consider the "constitutional and statutory authority" of the public body. Included in this requirement is the authority of the jurisdiction to raise sufficient funds to pay for increased wages. The District argued that it had a severe cash flow problem. All of the District's monies come from property taxes. These monies arrive on the first of May and the first of November. The District asserted that it would have to operate on borrowed money until it receives its May tax monies, and argued that excessive wage increase would exacerbate the problem and increase the amount of interest that they would have to pay.

The Union countered the District's argument by claiming that the District had more than sufficient money to pay the cost of its 13.5% wage proposal as well as the additional costs of other benefits. The Union found this additional money in the areas of a 1982 budget surplus and the increased amounts of monies budgeted for salaries in 1983. The Union claimed that there was some $480,000 dollars available to the District during 1983 to pay for increased costs of wages and other benefits (FF Ex. 1).

The Panel reviewed the data as provided and in general found the District's arguments the more persuasive. The District's cash flow problem was clearly established through District Exhibits 8 and 10. Moreover, the Union's claim of a budget surplus for 1982 is somewhat misleading. The budget surplus becomes part of the fund balance at the end of the year. Since the District receives no monies in a new year until May, it must carry over a large fund balance for operating expenses. That fund balance does not necessarily provide additional revenues for salary increases. The Panel concluded that based on the District's ability to pay, the

wage settlement award should not greatly exceed the amount offered by the District.

The final major factor considered by the Panel was guideline (f) which reads:

(f) 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.

The Fire Fighters argued that parity with the city of Spokane is one such factor that should be considered by the Arbitration Panel. The Fire Fighters emphasized that they share a common boundary with the city of Spokane and also share a mutual aid pact. The Fire Fighters noted a prior arbitration award in which the arbitrator encouraged the District to attempt to narrow the wage gap between the city of Spokane fire fighters and Spokane Fire District fire fighters (FF Ex. 1).

The District argued that the question of parity did not meet the requirements of state statute. Specifically, the District contended that the city of Spokane was in no way comparable to the Spokane Fire District. The city of Spokane has "over twice the population, nearly four times the budget, twice the assessed valuation, and nearly four times the employees to handle suppression duties," and therefore simply is not a comparable jurisdiction.

The Panel did not have a unanimous reaction to this issue. The partisan members of the panel clearly were split in their views on the question of parity. The neutral chairman determined that the question of parity for the city of Spokane was improper given the requirements of comparability as found in state statute.

However, the neutral chairman also believes that there is a good basis to include the city of Spokane as a comparable jurisdiction. While Spokane Fire District is smaller than that in the city of Spokane and, of course, is a county jurisdiction rather than a city, many other factors encourage the inclusion of the city of Spokane in any kind of comparable analysis. One important factor is that the employees of both the Spokane City Fire Department and the Spokane Fire

District purchase their goods and services in the same marketplace. As such a fire fighter in the Spokane Fire District who makes significantly less money than his counterpart in the city would be able to purchase significantly fewer goods and services.

Conversely, different areas in the state of Washington have a different marketplace. Goods and services in the Spokane area are priced differently than those in the Seattle or Vancouver areas.* The Chairman emphasizes that if the city

---

***The Chairman notes that it is for this reason that fire protection jurisdictions in the state of Alaska are excluded from the comparability data of both parties even though Washington code refers to west coast states, which would include Alaska. The fact is that wages of an Alaskan fire fighter reflect the marketplace within which he buys his goods and services.**

of Spokane is excluded as a comparable (as per the argument of the District), then all comparable communities included in the data considered by the Arbitration Panel would be west of the mountains. The Chairman concludes that while the Spokane Fire District is somewhat unique, the tenets of state statute are better met by including the Spokane City Fire Department than by excluding it.

Based on the above analysis the panel awards a 3.95% increase effective January 1, 1983 and a second 3.95% increase on July 1, 1983. This award also includes a wage reopener for 1984. The split increase is given specifically to help overcome the cash flow problem of the District. The overall 8.06% increase includes some "catch up" pay to help with the comparability issue. The Chairman notes that the total increased cost of this award for the 1983 year is equal to the offer of the District.

C. Award: The Arbitrator awards the following contract language:

APPENDIX "A"
Wage Schedule

The following wage schedule is for the year 1983. It is agreed the negotiations can be reopened by petition of either party on wages

for 1984.

Rank	**January 1, 1983**	**July 1, 1983**
1st year firefighter	**$1506**	**$1566**
2nd year firefighter	**$1678**	**$1744**
Top firefighter	**$1874**	**$1948**
Driver	**$1977**	**$2055**
Alarm Operator	**$2066**	**$2148**
Inspector	**$2066**	**$2148**
Para Medic	**$2161**	**$2246**
Lieutenant	**$2253**	**$2342**
Lieutenant of Inspectors	**$2443**	**$2540**
Captain	**$2633**	**$2737**
Mechanic	**(Adjust current wage upward by .0395)**	**(Adjust January 1, 1983 wage upward by .0395)**

ARTICLE XVI

Term of Agreement

Section 1. Effective Dates: This agreement, after being signed by both parties, shall be effective retroactive to January 1, 1983, and shall remain in full force and effect until December 31, 1984 (subject to the conditions hereinafter stated) and thereafter from year to year unless otherwise terminated.

Section 2. Retain current contract language.

ISSUE 2. WORKWEEK, HOURLY REDUCTION

A. Proposals: Currently a fire fighter works a 56 hour week based on what is called a "Kelly Day". A Kelly Day consists of a 24 hour shift on, followed by 48 hours off, on a repeated cycle. The Fire Fighters propose a 52 hour week. This change would mean that each fire fighter would receive eight shifts off per year. Currently each fire fighter works 121 shifts each year minus vacation days and minus any other days off. If the Fire Fighters' proposal was accepted,

each fire fighter would work only 113 days minus vacation days and other days off.

The District proposed retaining the current provision of a 56 hour week.

B. Discussion: The Union argued that the transition from a 56 hour workweek to a 52 hour workweek did not have to occur all in one year. Rather, the Union's goal was to seek eventual parity with the city of Spokane. The Spokane City Fire Department currently has a 52 hour week. The Union also noted that its list of comparable communities in the state of Washington shows that the average hourly workweek is 51.63 hours per week. The Union argued that its position was fully justified both on the count of parity with the city of Spokane and on the basis of comparabil4ty with other jurisdictions. Therefore the Union concluded that the Arbitration Panel should award a provision by which the workweek could be gradually lowered to meet the 52 hour proposal.

The District advanced a two-fold argument against the Union's proposal. First, based on its comparability data, the District argued that all of the jurisdictions included in its list had a 56 hour workweek. The District concluded that the 56 hour workweek was the normal workweek for a fire fighter.

Second, the District strongly argued that the question of a shorter workweek was a financial question and that the District simply could not afford to pay the increased costs associated with a shorter workweek. A shorter workweek would mean that the District either would have to reduce services or hire additional personnel. Since there was no money for additional personnel, the shorter workweek would necessarily lead to reduced services.

The Arbitration Panel was deeply divided on this particular issue. The partisans strongly argued the positions of their respective parties. The Neutral Chairman found that the comparability data in part did support the position of the Union, but that the financial condition of the District is a strong factor mitigating against a reduced hour workweek. Of particular concern to the Chairman is the potential impact on the number of employees in the Fire District. Evidence presented by the District shows that the population served by

the Spokane Fire District is increasing (Dist. Ex. 9). This fact would require an increase in the number of employees, not a decrease. The Chairman's decision to award a 55 hour work-week (two shifts off per year) is based on the attempt to deal both with the comparability factors as well as the budgetary concerns of the District. The decision to implement the 55 hour week in 1984 reflects the fact that 1983 is already two months old and because it will give the District time to adequately schedule the change.

C. Recommendation: The Arbitrator directs the parties to change Article V, Hours, by adding a new section 2 and renumbering the existing Sections 2 and 3. The new Section 2 should read as follows:

ARTICLE V

Hours

Section 1. Retain current contract language.

Section 2. Beginning January 1, 1984, those employees on a 56 hour week will be reduced to a 55 hour week by changing their annual number of shifts from 121 to 119. This reduction will be scheduled at the District's discretion.

Section 3. Renumber existing Section 2.

Section 4. Renumber existing Section 3.

ISSUE 3. FIRE FIGHTERS OUT OF CLASSIFICATION PAY

A. Proposals: Currently there is a contract provision, Article XI, which provides that positions vacant for more than 30 days will be filled by "acting" personnel. The Union proposes to add to this provision so that if an employee works out of classification for more than 10 shifts the employee would receive $10 per shift for working as a driver and $20 per shift for working as an officer. The District offered a flat $10 per shift for an employee who works out of classification for more than 15 shifts.

B. Discussion: The parties are not far apart on this issue. After a review of the evidence the Panel agreed to accept the Union's language on money but the District's language on the waiting period. Since an officer receives more money than a driver, the Panel found that a fire fighter working out of classification as an officer should receive more money than when working as a driver. Since this provision is new, the Panel decided to adopt the more conservative approach of the District with regard to the number of shifts an employee can work out of classification before the District is obligated to pay the premium.

C. Award: The Arbitrator awards the following contract language:

ARTICLE XI

Working out of Classification

Section 1. All vacancies created by vacations and all vacancies due to sickness, injury, military leave or any other legitimate reason for periods up to 30 days, shall be filled by acting personnel, such acting personnel to receive their own compensation, but in the event that a position is reasonably expected to be vacant for a period greater than 30 days, except for vacancies due to vacations, then a request for temporary employee will be submitted to the Civil Service Commission, and the position filled with a temporary employee.

Section 2. An employee working more than 15 shifts per year in a higher classification will receive an out of classification premium of $10 per shift for a driver and $20 per shift for an officer.

ISSUE 4. DISABILITY INSURANCE (LEOFF II PERSONNEL)

A. Proposals: An employee hired after September 30, 1977 is called a LEOFF II employee. As required by statute, these employees receive a different pension and disability program

from those hired prior to September 30, 1977. Currently the LEOFF II employee pays $12 per month for a disability insurance program. The Union proposes to have the District assume this cost. At the present time there are 21 LEOFF II employees in the District, which means that the cost of this assumption would be $3024 per year. The District opposed assuming this cost.

B. Discussion: The District argued that the Union's proposal was an attempt to subvert the intent of the statutory change in LEOFF insurance and pension benefits passed by the legislature in 1977. During that year the legislature significantly altered the pension and insurance program. The District contends that the Union's proposal "amounts to an end run around the legislature and an attempt to reinstitute a system that was found to be exorbitant, expensive and subject to abuse" (Brief, p. 15). The Union counter-argued that it was an important, inexpensive benefit that restored a degree of equality in the disability programs between LEOFF I and LEOFF II employees.

The Panel carefully reviewed the above arguments and evidence. A majority of the Panel found the District's case to be persuasive. Of particular importance to the Panel members were the past arbitration awards reproduced as Appendix B of the District's brief. The Neutral Arbitrator found the rationale presented in these awards to be applicable to this case and clearly supportive of the District's position on this issue.

C. Award: The Arbitrator directs the parties to not include the Union's proposal on disability insurance in the labor agreement.

ISSUE 5. SICK LEAVE ACCUMULATION FOR LEOFF II PENSION NEW HIRES

A. Proposals: Currently a new hire under LEOFF II accumulates one-half shift of sick leave for each month of work commencing with the seventh month of employment. The Union is proposing a change such that a new hire receives ten shifts of sick leave credit on his first day of employment and begins to accumulate one shift per month starting the second year of employment; total accumulation to 60 shifts. The District offers to give each new hire one shift of sick leave credit on entry with the remainder of the provision to remain as is.

B. Discussion: The Union proposes a significant upgrading of the sick leave provision for new hires. As such, the Union carries a burden of proof. The Panel members were unable to find a convincing case for the changes proposed. No evidence was presented to show that new hires had problems with the existing sick leave provision. The comparability evidence presented by the Union and that of the District did not support the Union's proposal. The panel therefore found for the District.

C. Award: The Arbitrator directs the parties to place the current supplemental agreement covering sick leave for new hires into the labor agreement under a new "Article" as follows:

ARTICLE ____

Sick Leave

Section 1. Each new hire will receive credit for one (1) shift of sick leave upon their date of hire.

Section 2. After the completion of six (6) months with the District, fire fighters shall accrue sick leave at the rate of one half (1/2) shift per month to a maximum of sixty (60) shifts.

Section 3. Accrued sick leave shall be payable at the rate of one shift's pay for each shift off.

Section 4. Sick leave benefits shall apply only to bona fide cases of sickness and accidents verified in writing by a licensed physician, excluding injuries to personnel while working outside the Department for pay.

Section 5. Sick leave benefits are not convertible to cash.

Section 6. This provision shall only apply to Fire fighters hired after September 30, 1977 and who have not transferred from another LEOFF System.

Section 7. An employee shall not be credited with any illness leave in a particular month unless that employee has been in pay status for 80% or more of the hours in that month.

Section 8. If an employee becomes ill and leaves work during a shift, the remaining hours of the shift shall be deducted from the employee sick leave bank.

ISSUE 6. GRIEVANCE PROCEDURE

A. Proposals: The District proposed changing the current language in Article IX so that probationary employees would be denied access to the grievance procedure. The Fire Fighters opposed any changes in the current language.

B. Discussion: The District argued that the decision to terminate or not to terminate a probationary employee should be the sole, unrefuted right of management. Granting the probationary employee the right to grieve management's actions would unnecessarily restrict this important management right, the District argued. The Union did not advance a strong case against the arguments of the District.

The Panel was persuaded that some change was justified. The Panel concluded that by making small alterations in the language of Section 1, probationary employees would no longer be permitted to use the grievance procedure for matters involving suspension or permanent suspension. However, by retaining the current language of Section 2, probationary employee still would be able to use the grievance procedure for matters involving the application or interpretation of the agreement. The Panel felt that this approach would meet the needs of the District while offering some protection to the probationary employee.

C. Award: The Arbitrator awards the following contract language:

ARTICLE IX

Grievance Procedure

Section 1. Suspensions:

a) The Board, before giving a permanent suspension to any permanent employee who is a member of the Union, pursuant to Rule 12 of the Civil Service Rules, shall give at least five days prior notice to the Union that disciplinary action is contemplated against said employee. The Union, thereupon, may, in its discretion, submit its recommended action to the Board, and the Board agrees to consider such recommendations before reaching its decision in the matter. PROVIDED, however, that the foregoing shall not be applicable to temporary suspensions pursuant to Rule 10 of the Civil Service Rules.

b) The Board, before suspending a permanent employee, except in an emergency, shall give five days notice in writing to such employee that disciplinary action is to be considered by the Board and advising him of the date and time of the Board meeting at which such disciplinary action is to be considered and further advising him that if he wishes, he may appear at such meeting and may present any evidence to the Board bearing upon the anticipated disciplinary action which he wishes the Board to consider in making its decision.

Section 2. Retain current contract language.

ISSUE 7. HOURS FOR DAY PERSONNEL

A. Proposals: Article V currently reads as follows:

ARTICLE V

Hours

Section 1. Hours of Duty: Hours of duty for all personnel, except those who work a five day, 40 hour week, and except for emergencies in which personnel are summoned to return to duty, shall be on the basis of 24 hours on duty and 48 hours off, subject to change or modification. Personnel called back for emergencies shall be

given a minimum of two (2) hours pay at time and one half his hourly rate, when requested by the Executive Director, Chief, Assistant Chief or a Battalion Chief.

Section 2. Overtime at Shift Change: If a fire fighter works more than forty-five minutes past his shift, he will be paid overtime at his straight time rate for the time actually worked, with the exception of writing up appropriate log books. This section not to be confused with call back.

Section 3. Change of Hours, Procedure: The District reserves the right to change said hours of duty but no such change shall be made except upon compliance with the notice and discussion procedure specified in Article IV.

The District proposes changing this language by adding a sentence to the end of Section 1. That sentence would exempt Day Personnel from call back pay. The Union opposed any change of the language in this section.

B. Discussion: At the core of this dispute is the relationship between the mechanic and the District. Currently the mechanic has an informal arrangement with the District where he receives no call back pay but does receive compensatory time off. The District's proposal would formalize the fact that the mechanic and any other day time employee would be exempt from call back pay. However, the District's proposal is silent as to the right of these employees to comp time. The Panel believes that if the District desires to formalize part of its informal relationship with the mechanic, it should formalize both parts.

Moreover, the Panel further finds that the absence of call back pay is appropriate for day time personnel as long as it does not become excessive. Therefore, the Panel is setting a ceiling on the amount of comp time that can be accumulated before call back pay becomes effective. The Panel notes that the Union did not raise a strong objection to change and that the award appears to answer most of its concerns.

D. Award: The Arbitrator awards the following contract language:

ARTICLE V

Hours

Section 1. Retain current language.

Section 2. Day personnel are exempt from the above call back provision except that they shall receive one hour of comp time for each hour of time actually worked on call back. If day personnel accumulate more than forty (40) hours of call back comp time, then they shall be given one and one half hours of comp time for each hour worked on call back. At the discretion of the District, call back hours worked in excess of the forty hours accumulation ceiling, can be compensated at one and one half times the employee's regular rate of pay.

Section 3. Retain language currently found as Section 2.

Section 4. Retain language currently found as Section 3.

ISSUE 8. HOURS FOR NEW HIRES

A. Proposals: The District proposes adding a new s6ction to

Article V which reads as follows:

The Union acknowledges and agrees that any and all training offered by the Fire District to any new hires during their probation period without any cost to the new hires, that then the new hires do not and will not expect or receive any additional compensation or comp time from the District for any of the time which they spend training during their regularly scheduled off duty time, provided, the District will make every reasonable attempt to train new hires within normal work hours.

The Fire Fighters oppose the addition of this new section.

B. Discussion: The District argued convincingly that it needed greater freedom for the scheduling of training for new hires. Moreover, the District emphasized that it needed this freedom without the danger of incurring the financial penalty of paying overtime. The Union did not strongly object but did voice a concern for potential abuses. The Arbitrator shared that concern and therefore grants the District its proposal but with a 48 hour limit.

C. Award: The Arbitrator directs the parties to add the following language as Section 5 under Article V:

> **Section 5. The Union acknowledges and agrees that, for training purposes during an employee's probationary period, the District will not owe any additional compensation or comp time for hours spent in training during the employee's regularly scheduled off duty time. However, if the number of hours exceeds 48 in a workweek, then the employee will be paid time and one half his straight time rate for all hours in excess of 48. The District will make every reasonable attempt to train new hires within normal work hours.**

Respectfully submitted on this the 3rd day of March 1983 by

Timothy D.W. Williams
Neutral Chairman and Arbitrator