IN THE MATTER OF INTEREST ARBITRATION BETWEEN	)	
CLARK COUNTY FIRE PROTECTION DISTRICT NO. 6	)	PERC NO.: 8346-I-90-188
and	)	Date Issued: December 14, 1990
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1805	)	

INTEREST ARBITRATION
OPINION AND AWARD
OF
MICHAEL H. BECK

FOR THE ARBITRATION PANEL

Michael H. Beck	Neutral Chairman
Bud Seifert	Employer Member
Frank Spickelmire	Union Member

Appearances:

CLARK COUNTY FIRE PROTECTION DISTRICT NO. 6	A. K. Baird
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1805	James H. Webster

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INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes involving uniformed personnel when collective bargaining negotiations have resulted in impasse. Accordingly, a tripartite arbitration panel was formed with respect to the instant matter. The Employer, Clark County Fire Protection District No. 6, appointed Bud Seifert as its member of the Panel and the Union, International Association of Fire Fighters, Local 1805, appointed Frank Spickelmire as its member of the Panel. The undersigned was selected to serve as Neutral Chairman of the Panel.

A hearing in this matter was held on May 16, 1990 in Vancouver, Washington. The Employer was represented by A. K. Baird of Allied Employers, Inc. and the Union was represented by James H. Webster of the law firm of Webster, Mrak and Blumberg.

At the hearing, the testimony of witnesses was taken under oath and the parties presented substantial documentary evidence. A court reporter was present at the hearing and a verbatim transcript of the proceedings was made available to the Chairman for his use in reaching his determination in this case.

The parties agreed upon the submission of simultaneous posthearing briefs which were filed by each party and received by the Neutral Chairman on July 9, 1990. The parties agreed to waive the statutory requirement that the Chairman issue his decision within thirty days following the conclusion of the hearing.

The Panel agreed that the Chairman would prepare a draft Decision and provide a copy to each of the other Panel Members for comment. A draft Decision was mailed to each of the other Panel Members on October 30, 1990. In response, the chairman received a letter from Panel Member Seifert.

Additionally, the Panel Members agreed that the Chairman should meet with counsel to further discuss this matter. This meeting, held December 11, 1990, was attended by Mr. Baird, Mr. Webster and myself. I have carefully considered all of the comments I received in response to the Draft Decision. What follows, based on the record and after consultation as described above, is my findings of fact and determination of the issues.

ISSUES IN DISPUTE

The following issues were presented to the Panel for arbitration:

Salaries

Workweek

Holidays

Sick Leave

Medical Insurance

One remaining issue, Prevailing Rights, was not resolved by the parties prior to the hearing in this matter. However, as explained in my letter to counsel dated October 18, 1990, the Arbitration Panel does not have authority to consider the Prevailing Rights issue at the present time.

STATUTORY CRITERIA

RCW 41.56.460 directs that the following criteria shall be taken into consideration as relevant factors in reaching a decision:

> . . . [T]he panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:
>
> (a) The constitutional and statutory authority of the employer;
>
> (b) Stipulations of the parties;
>
> * * *
>
> (c)(ii) For employees listed in RCW 41.56.030(7)(b), comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers shall not be considered;
>
> (d) The average consumer prices for goods and services, commonly known as the cost of living;
>
> (e) Changes in any of the foregoing circumstances during the pendency of the proceedings; and
>
> (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 legislative purpose which your Chairman is directed to be mindful of in applying the statutory criteria is set forth in RCW 41.56.430 as follows:

> . . . The intent and purpose of this . . . act is to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated services of these classes of employees is vital to the welfare and public safety of the state of Washington; that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes. . . .

COMPARABLE EMPLOYERS

Pursuant to RCW 41.56.460(c)(ii), it is common in these proceedings for the arbitration panel to select an appropriate number of comparable employers. On June 15, 1989, the parties executed a document entitled, "Ground Rules Meeting for 1990 Contract Negotiations Between the Clark Co. Fire Dist. #6 and IAFF Local 1805."

Paragraph No. 9 of that document provided as follows:

> If comparables are to be used, criteria for the comparables must not exceed 200%, or be less than 50% of that of Fire District # 6.

The record does not indicate the extent to which comparables were discussed during negotiations. Furthermore,

although the outer limits of the comparables were defined by the parties, nothing in the record indicates whether the parties discussed the basis upon which the comparables were to be selected.

The Union determined to review four criteria. These four were: population served, assessed value, total department manpower (paid), and department budget. Next the Union reviewed all of the Employers in Washington State which operate fire departments and found that twenty-one employers maintain fire departments, which, with respect to population, assessed value, number of employees and budget were within the agreed upon range, that is, none of these twenty-one exceeded the Employer here by 200% or was less than the Employer here by 50%.

By letter dated January 19, 1990, the Employer advised the Union that it contemplated using eighteen specific comparable employers during the upcoming interest arbitration. The Employer's list included fourteen employers located in Washington and four employers located in Oregon. This list was substantially similar to that presented by the Employer to the Arbitration Panel chaired by Arbitrator Kenneth M. McCaffree with respect to the interest arbitra-

tion between the parties regarding the 1987-89 agreement. Mr. McCaffree's decision is in the record in this case but it does not indicate the basis upon which the Employer selected its comparables in that case.

In response to a letter from the Union dated January 27, 1990 requesting that the Employer provide the Union with the criteria it used in establishing its list of comparables, the Employer on March 12, 1990 provided the Union with a new list of eighteen comparable employers. This list contained only three Washington employers with the remaining fifteen being located in Oregon.

As the Union points out, RCW 41.56.460(c)(ii) makes clear that when an adequate number of comparable employers exist within the State of Washington, "other west coast employers shall not be considered." Here, the Union has provided for an adequate number of comparable employers in the State of Washington. It has done so in an appropriate fashion in that it has, using four different size-related criteria, included each of the employers located in Washington State which come within the percentage range agreed upon by the parties at the beginning of negotiations in June of 1989. Therefore, I agree with the Union that the

Arbitration Panel is precluded from including as comparators employers located in the State of Oregon.

The Employer contends that even if Oregon employers cannot be included as comparators pursuant to 41.56.460(c)(ii), those employers may be considered pursuant to subsection (f) of RCW 41.56.460. However, subsection (f) refers to:

> 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.

Thus, the language of RCW 421.56.460(f) is clear in that it refers to the consideration of factors other than comparable employers. It would make no sense to construe the statute so as to preclude the consideration of Oregon employers in one subsection, but permitting them to be brought in the backdoor, so to speak, through another subsection.

However, considerations of labor market raised by the Employer are appropriately considered by the Arbitration Panel pursuant to RCW 41.56.460. This is because labor market considerations have traditionally been taken into consideration in the determination of wages, hours and

conditions of employment and, in fact, have been raised by numerous unions and employers before arbitration panels in the State of Washington. In particular, the Employer points to the fact that the Employer comparables selected by the Union are heavily weighted to what it describes alternatively as the "Seattle-King/Snohomish County" area or the "Seattle/Puget Sound Basin area." It is not clear from the Employer's brief exactly which Union proposed comparables the Employer considers to be within the area described.

No testimony or other evidence was presented regarding a specific Seattle area labor market. However, it is my understanding that data used in compiling the Consumer Price Index for the Seattle area includes data from Snohomish, King and Pierce counties. Therefore, I have determined to consider the Seattle labor market for purposes of this case as including the three county area of King, Snohomish and Pierce counties. A review of the Union's suggested Employer comparables reveals that fifteen of these are located in the three county area of King, Snohomish and Pierce counties while four others are located in western Washington and two are located in eastern Washington. Thus, the Employer is correct in pointing out that a substantial majority of the

Union proposed comparators are located in the three county Seattle area.

The Employer submitted data prepared by the American Chamber of Commerce Researchers Association (ACCRA) in support of its contention that any Seattle area comparator selected by the Arbitration Panel should be reduced by 8%. No one from ACCRA testified at the hearing. The material presented indicates that ACCRA has no permanent office and that staff functions are carried on by volunteer members. The ACCRA material states:

> **INTERPRETING THE INDEX:** The ACCRA Cost of Living Index measures relative price levels for consumer goods and services in participating areas. The average for all participating places, both metropolitan and non-metropolitan, equals 100, and each participant's index is read as a percentage of the average for all places.

The ACCRA Composite Index contains the following index figures for the third quarter of 1989:

Seattle	111.1
Portland PMSA	103.0
Tacoma	99.9
Richland-Kennewick	97.4
Olympia-Lacey-Tumwater	94.8

It is not clear from the ACCRA information whether Clark County No. 6 is included within the Portland PMSA. Furthermore, the ACCRA Index states that it reflects cost differentials for a mid-management standard of living, however, firefighters are not mid-management employees. I also note the following statement contained in the ACCRA material:

> Because the number of items priced is limited, it is not valid to treat percentage differences between areas as exact measures. Since judgment sampling is used in this survey, no confidence interval can be determined. Small differences, however, should not be construed as significant -- or even as indicating correctly which area is the more expensive.

Based on the foregoing, I cannot consider the ACCRA data sufficiently reliable to reduce the wages paid in the Union proposed comparators in the Seattle area by 8% as proposed by the Employer. Furthermore, I note that the ACCRA data lists Tacoma separately from Seattle giving it a index figure of 99.9 thereby placing Portland 3.1% above Tacoma. The Employer makes no contention that the wages paid in the Union proposed comparators located in Pierce County in which Tacoma sits should be adjusted up by 3.1% to make up for the differential between Portland and Tacoma indicated by the

ACCRA figures. The same is true with respect to Richland, Kennewick and Lacey, three comparators proposed by the Union. Thus, the ACCRA index figure for Richland and Kennewick is 97.4 placing Portland, at 103.0, about 5.7% above those two cities, while the ACCRA Index figure for Lacey is 94.8 placing Portland approximately 8.6% above Lacey. However, no suggestion has been made by the Employer that the Union proposed comparables of Richland, Kennewick or Lacey should be adjusted upward so as to be in accord with the index figure for Portland.

One of the main purposes for the setting of a list of comparable employers in an interest arbitration is not only to meet the statutory requirement to consider comparable employers, but also to provide a basis pursuant to which the parties can proceed in future negotiations to reach an agreement without the necessity for interest arbitration. In my view, twenty-one comparators are simply too many since the effort and expense involved in accumulating and analyzing wage and benefit information with respect to twenty-one comparators is unnecessarily burdensome. Therefore, I have reduced the number of comparators suggested by Union and in doing so have taken into account the concerns raised by the

Employer with respect to overweighting the list of comparators with Seattle area employers.

Traditionally, the principal criteria used by arbitrators with respect to "similar size" has been population served. In fact, prior to 1987, RCW 41.56.460(c) referred to "like employers" instead of "public fire departments." It is clear that this change was made by the Legislature merely for the purpose of making clear that all employers operating a public fire department whether it be a department maintained by a city, a county or a fire protection district would be considered a comparable employer as long as such employer was of similar size and on the west coast of the United States. There was no decision or attempt by the Legislature to change the requirement that comparators be based on similar size of like employers. In this regard, I note that the last sentence of RCW 41.56.460(c)(ii), added in 1987, refers to comparable employers and not to public fire departments.

In order to reduce the number of comparators to a reasonable number, I reviewed the criteria of population served. If one lists in order of population served, the

twenty-one comparators established by the Union, one finds the following:

TABLE NO. 1

UNION COMPARATORS LISTED IN ORDER OF POPULATION SERVED

Employer	Population Served
King Co. No. 10	65,000
Kirkland	63,500
Shoreline	60,000
White Center	55,000
Lacey	50,980
Snohomish Co. No. 7	50,000
Kitsap Co. No. 7	50,000
Pierce Co. No. 6	50,000
Clark Co. No. 6	**45,000**
Bremerton	37,080
Kennewick	37,000
Burien	35,000
Pierce Co. No. 7	34,000
Spring Glen	33,000
Auburn	32,000
University Place	32,000
Longview	30,500
Richland	30,000
Edmonds	29,720
Lynwood	26,280
Kenmore	25,000
Mercer Island	20,300

Ten to twelve comparators are a sufficient number to provide the parties with a reasonable number of comparable employers to look to in assessing wages and other terms and

conditions of employment while at the same time not being so many as to be unduly burdensome with respect to data collection and analysis. If one reviews the five comparators immediately above the Employer here in population and the five comparators immediately below the Employer here in population, a band of ten comparators is established all within a very close population range to that of the Employer here. Thus, White Center with a population served of 55,000, is five places higher on the population list than the Employer and 55,000 is only 22.2% higher in population served than that of the Employer. Spring Glen, with a population of 33,000, is five places below the Employer here on the population list and 33,000 is 26.7% below the population served that of the Employer here.

The ten employers, the five above Clark Co. No. 6 in population served and the five below Clark Co. No. 6 in population served, are the closest on a percentage basis to Clark Co. No. 6. These ten are: White Center, Lacey, Snohomish Co. No. 7, Kitsap Co. No. 7, Pierce Co. No. 6, Bremerton, Kennewick, Burien, Pierce Co. No. 7 and Spring Glen.

I agree with the Employer that since Clark Co. No. 6 is not located in the Seattle area, it is appropriate to select a list of comparators which takes into account the Employer's location outside the Seattle area. However, in doing so the statutory criteria of similar size must also be followed.

When one looks at the ten comparators selected on the basis of population served, one finds that six of those are located in the Seattle area (King, Snohomish or Pierce counties). Therefore, I have determined to add to the list the two remaining comparators which fall within the similar size stipulation of the parties and are located outside the Seattle area, namely, Longview and Richland. This will provide the parties with a list of twelve comparators, six of those in the Seattle area and six outside the Seattle area with two of those in eastern Washington.

SALARIES

The parties agree on a three year contract term, January 1, 1990 - December 31, 1992. The Union proposes to raise firefighters' wages by 7.7% effective January 1, 1990 and for each of the next two years an additional 3% plus the percentage increase in CPI-W for Seattle from July to July

1990 and 1991, respectively. The Union proposes to increase officer differential premium to 8% above First Class Firefighter for Lieutenant and 8% above Lieutenant for Captain.

The Employer proposes to add a 3% salary increase to First Class Firefighters and above effective January 1, of each contract year.

Both parties agree that the relevant monthly salary figure is that of First Class (top step) firefighter. I have listed below the twelve comparators in order of the monthly salary paid to top step firefighters.

TABLE NO. 2

1990 TOP STEP FIREFIGHTER

MONTH SALARY

Employer	Monthly Salary
Pierce Co. No. 6	$3125
Pierce County No. 7	3019
Burien	3011
White Center	3001
Bremerton	2955
Spring Glen	2935
Longview	2776
Snohomish Co. No. 7	2750
Kennewick	2747
Richland	2722
Kitsap Co. No. 7	2702
Lacey	2688
Clark Co. No. 6	**2561**

Average of 12 Comparators: $2869

Average of 12 comparators is 12.0% higher than Clark Co. No. 6.

The information listed in Table No. 2 is based on the exhibits provided by the Union, which, I understand, provides top step firefighters salaries paid in 1990. It should also be pointed out that I checked the figures supplied by the Employer for the Union comparators and I find a discrepancy with respect to four comparators, namely, Pierce County No. 6, Bremerton, Richland and Lacey. When

one adds the monthly salary for the twelve comparators based on the Union's figures, one comes up with a total of $34,431 whereas when one adds the twelve comparators using the Employer's figures one comes up with a total of $34,332 or a difference of $99. The $99 difference only amounts to an $8 difference in the average of the twelve comparators. I have used the Union's figures since it was the Union that put together the comparators and since the individual who worked on putting together these comparators actually testified about the process at the hearing.

The foregoing chart demonstrates that the salary paid to top step firefighters is substantially below that paid the average of the comparators. Additionally, the $2,561 monthly salary paid by the Employer to top step firefighters is less than that paid by any of the twelve comparators.

The statute also directs the Arbitration Panel to consider the average consumer prices for goods and services commonly known as the cost of living. If one reviews the broader CPI index called the "All Urban Consumers Index" or "CPI-U" for the area closest to the Employer, namely, Portland, one finds that during the term of the prior contract that index went up 10.7%. To reach the 10.7% figure,

I compared the semiannual average represented by the index figure indicated for June of 1987 with the semiannual average represented by the figure indicated for December of 1989. The 10.7% rise in the CPI-U during the term of the prior contract is a percentage similar in amount to the 12% that the Employer trails the average of the comparators.

I also note that the percentage increase in wages paid to top step firefighters during the term of the prior contract was only 6.1% ($2,561 in 1989 compared to $2,414 in 1987). Thus, the cost of living in the Portland area during the term of the prior contract increased at an approximately 75% faster rate than did the wages of top step firefighters (10.7% compared to 6.1%).

Based on all of the foregoing, it appears that the Union's request for an increase in the neighborhood of 10 to 11% for the first two years of the Agreement is reasonable. The amount of increase as requested by the Union for the first year, namely, 7.7%, is an extraordinarily large raise and, therefore, I have determined to provide the raise in equal increments over the first two years of the Agreement. In this regard, I shall order that the base salary for top step firefighter be raised 5% to $2,689 per month effective

January 1, 1990 and an additional 5% to $2,823 effective January 1, 1991. The wage rate of $2,823 is 10.2% more than the base salary of $2,561 presently received by the top step firefighter at the Employer here.

A top step wage of $2689 which I shall order for the year 1990, will still leave the top step firefighter at the Employer behind all of the comparators with one exception, Lacey. However, by the second year, the monthly wage of $2,823 will place the top step firefighter at Clark Co. No. 6 directly in the middle, with six comparators having a higher base salary and six having a lower base salary, although average base salary of $2,869 will be slightly higher (1.6%) than the 1991 firefighter base wage of $2823.

The parties did not present any figures indicating what raises, if any, are scheduled for the comparators in 1991. It is likely that some form of raise will be provided to some or all of the comparators for 1991. Therefore, the Union is seeking the addition of a cost of living increase for the second year of the Agreement. However, I have determined not to provide this additional increase since at $2,823 the top step firefighter will have received a substantial increase over the two-year period, namely, 10.2%,

and because I shall order a reduction in the workweek beginning in the second year of the Agreement as explained below.

With respect to the third year of the Agreement, namely, for the year effective January 1, 1992, neither party has placed in the record any figures indicating what will be received in the comparators. Therefore, it seems appropriate to order a cost of living increase for the third year. Based on the Employer's location close to Portland, the appropriate index is the one for Portland. With respect to the time frame to use, it does not appear that the Federal government will have available prior to January 1, 1992 the cost of living index figures for the second half of 1991. Therefore, I have determined that the increase in 1992 should be equal to the percentage increase in the Portland CPI-U (1982-84 base) between the first half of 1990 and the first half of 1991.

With respect to the four classes of firefighters below First Class firefighter, the Union contends that each class should receive the same percentage increase as a First Class firefighter. The Employer, on the other hand, contends that no raise is appropriate for these four firefighter classifications.

Very little evidence regarding this matter was placed in the record by the parties. However, I note that Arbitrator McCaffree dealt with this matter in substantial detail in his arbitration decision dated October 12, 1987 regarding the parties' 1987-89 agreement. In that decision, Arbitrator McCaffree for 1989 established a salary for each of the four firefighter classifications below First Class firefighter based on a percentage of the wage rate the First Class firefighter. Those percentages were as follows:

Second Class FF	(25-36 months):	90%
Third Class FF	(13-24 months):	80%
Probation FF	(7-12 months):	75%
Probation FF	(0-6 months):	70%

The evidence is not sufficient to establish a need to change the percentages which were created by the McCaffree arbitration decision in connection with the prior agreement. Therefore, I shall order that the four classes of firefighters below the First Class firefighter receive raises so that the percentage differential will stay the same as that reflected in 1989 pursuant to Arbitrator McCaffree's decision. This will result in the firefighters in the lower

four classifications receiving substantially similar percent increases to those received by First Class firefighters.

With respect to the Lieutenant and Captain premium differential, those differentials are at approximately 6%. The Union seeks an increase so that the Lieutenant differential will be 8% above First Class Firefighter and the Captain differential will be 8% above Lieutenant. The average for the twelve comparators with respect to the Lieutenant differential is 10.7% above First Class Firefighter while average differential for Captain is 18.4% above First Class Firefighter. Therefore, an increase in differential premium appears appropriate.

In view of the rather large lump sum the Employer will have to provide to the bargaining unit for the contract year effective January 1, 1990, I have determined to implement a shift differential raise effective the second year of the contract, namely, January 1, 1991. Additionally, although an 8% differential premium appears appropriate in both cases, in view of the substantial raise and reduction in hours, I believe an increase to 7% is appropriate. Top step firefighter will receive a wage of $2,823 effective January 1, 1991. Seven percent of that is $3,021 which shall be the

monthly salary for the Lieutenant. Seven percent of $3021 is $3232 which shall constitute the monthly salary for the Captain effective January 1, 1991. The monthly salary of a Captain at $3232 is 14.5% more than the $2823 that will be paid to a First Class Firefighter effective January 1, 1991.

WORKWEEK AND HOLIDAYS

I have determined to consider these two provisions together since the Employer's proposal touches upon both provisions.

The Employer proposes to delete the present provision which provides that employees working a platoon shift of twenty-four hours on duty and forty-eight hours off duty shall receive in lieu of holidays six shifts per year to be taken off at the employee's convenience with the approval of the Chief or his designee. Instead, the Employer proposes to provide the employee who works on a holiday compensation at time and one half and to provide the employees with four Kelly days in 1990, five Kelly days in 1991, and six Kelly days in 1992. The Employer makes no proposal for any additional Kelly days.

The Union proposes to decrease the average scheduled workweek from the current 56 hours to 54.16 for 1990, 52.78

for 1991, and 51.40 for 1992. This would amount to providing the employees with four Kelly days in 1990, three additional Kelly days for a total of seven in 1991, and three additional Kelly days for a total of ten in 1992. I have set forth below the actual hours worked per year for a ten year firefighters in each of the twelve comparators. These figures represent the annual scheduled workdays, less both paid time off in lieu of holidays and paid annual leave (vacations).

TABLE NO. 3

ANNUAL HOURS WORKED

Employer	Annual Hrs. Worked
Snohomish Co. No. 7	2680
Lacey	2529
Pierce Co. No. 6	2523
Kennewick	2479
Richland	2462
Pierce Co. No. 7	2451
Kitsap Co. No. 7	2439
Longview	2388
Bremerton	2380
Spring Glen	2372
Burien	2309
White Center	1940
Clark Co. No. 6	**2536**

Average of the 12 Comparators: 2413 annual hours worked.

Average of 12 Comparators is 5.1% higher than Clark County No. 6.

In addition to the fact that on annualized basis, Clark County No. 6 firefighters work 5.1% more than does the average of the comparators, the 2536 hours worked by Clark County No. 6 firefighters annually is more hours worked than by any of the comparators except Snohomish County No. 7. Based on the foregoing, a reduction of four shifts or 96 hours on an annual basis seems appropriate. If 96 hours are subtracted from the 2536 hours worked annually by Clark Co. No. 6 firefighters, the resulting total is 2440 hours, which still leaves the Clark Co. No. 6 firefighters above the average, but only by 1.1%. Additionally, 2440 worked annually places the Clark Co. No. 6 firefighters directly in the middle with six comparators working more hours on an annual basis and six working less.

I have determined not to adopt the Employer's holiday provision because I have taken holidays into account in determining actual hours worked on an annual basis. Furthermore, the Employer's proposal would result in additional hours being worked by firefighters in Clark Co. No. 6 for the first and second year of the Agreement.

In view of the relatively large raises provided the entire bargaining unit, I shall not order a change in hours

worked until the second and third years of the contract, that is, a reduction of two shifts (48 hours) effective January 1, 1991, and an additional two shift reduction (48 hours) effective January 1, 1992.

SICK LEAVE

The Employer proposes that a sick leave incentive system be imposed. Thus, the Employer proposes that effective January 1, 1991, employees working a platoon shift shall receive one additional Kelly day provided that during the calendar year 1990 all platoon shift employees average two or less missed shifts due to illness or injury. Further, the Employer proposes that in the event the average is one or less, the employees shall receive two Kelly days. The Union seeks no change in the current sick leave system.

In support of its proposal, the Employer points to the fact that sick leave increased from an average of 50.93 hours in 1987 to an average of 74.16 hours in 1989, which is an increase of 45.6%. Clearly, this is a large increase in sick leave use. However, since sick leave use on an historic basis was not provided to the Panel, one cannot ascertain if the average of 50.93 hours in 1987 was representative of sick leave use over the years or, perhaps,

actually constituted a dip in sick leave usage. The only other year for which sick leave data is provided is 1988 where the average was 61.59 hours.

I note that 74.16 hours is only 2.9% of the scheduled hours worked on an annual basis by a Clark County No. 6 firefighter. Additionally, there is no evidence in the record regarding sick leave use in the comparators or by firefighters in general. In these circumstances, I cannot find that the Employer has established the appropriateness of implementing the type of sick leave incentive plan it seeks. If the Employer believes that individual firefighters are abusing sick leave, then the Employer should implement procedures to correct any such abuse.

MEDICAL INSURANCE

Presently the Employer pays the entire cost of the medical plan for employees and their dependents. The Employer proposes that beginning with the calendar year 1991, the Employer should be responsible for no more than a 5% increase in premium until the expiration of the Agreement, that is, any increase in monthly premium above 5% over the amount paid prior to December 31, 1990 would be paid by the individual employee.

The Union proposes that the District continue its current benefit levels and continue to pay 100% of the employee and dependent premiums. In the alternative, the Union proposes to accept the cap for premiums for dependent coverage of 115%, 130% and 145% of the 1989 premiums for the calendar years 1990, 1991, and 1992 if the employees are permitted to choose to obtain coverage through the medical and dental benefit plan sponsored through Blue Cross by the Washington State Council of Firefighters.

The total monthly premium paid by the Employer for a LOEFF II firefighter is $434. If one reviews the Union's individual sheets for each of the twelve comparators and rounds off to the nearest dollar, one finds that the average premium paid by the twelve employers is $386. Thus, the Employer pays approximately 12.4% more in medical insurance premiums than does the average comparator.

In its brief at page 19, the Employer states that the average contribution rate for the twenty-one comparators it selected is $369.03 per month. The Union also states at page 19 of its brief that the record does not contain comparative data showing the share of premiums, if any, that is borne by employees in comparable fire departments in

Washington. However, I note when one reviews the Union's fact sheets for each comparator, three of the twelve comparators I have selected indicate some form of co-payment by the employee. These are Pierce County No. 6, Pierce County No. 7 and Kitsap County No. 7. Thus, since the Union apparently did not make a particularized effort to find out if each of the comparators provided for a co-payment by employees, there may well be others of the comparators that have such a co-payment. In any event, it appears that a proposal such as that sought by the Employer is appropriate.

With respect to the Union's alternative proposal that the employees be permitted to obtain coverage through the benefit plan sponsored by the Washington State Council of Firefighters, I reject this proposal. If the Employer is to pay the major share of the premium, it seems appropriate that the Employer should be allowed to choose the carrier, provided benefit levels are not reduced. Moreover, I note the testimony of Union witness David West that only about 12% of the firefighters in Washington State are covered under the plan sponsored by the Washington State Council of Firefighters.

It seems inappropriate to me to place the Employer proposal into effect as of January 1, 1991 as proposed by the Employer. All other terms of the contract for 1991 will have either been agreed to by the parties or specifically set by the Arbitration Panel. However, for 1992, the Chairman will order a cost of living increase in salaries for the employees. Therefore, it seems appropriate to delay imposition of the Employer medical insurance proposal until the third year of the Agreement since, as with the cost of living increase, the Employer's medical insurance proposal does not contain any limit on the premium amount employees may have to pay. Additionally, implementation in the third year of the contract will allow the parties time to evaluate premium costs and determine if perhaps the firefighters would prefer reduced benefits rather than paying a portion of the premium.

Thus, I shall order that effective January 1, 1992, the Employer shall not be required to pay any increase in

medical insurance premium beyond a 5% increase in premium over that paid by the Employer in 1991. However, the Employer shall pay the full medical insurance premium in 1991.

INTEREST ARBITRATION AWARD

It is the award of your Chairman that:

I. Salaries:

A. Effective January 1, 1990:

1. Bargaining unit employees employed in the classification of First Class firefighter and above shall receive an increase of five percent (5%) in monthly base salary.

2. The monthly base salary of the Second Class firefighter shall be set at 90% of that of the First Class firefighter. The base monthly salary of the Third Class firefighter shall be set at 80% of that of the First Class firefighter. The base monthly salary of Probationary firefighter (7-12 months) shall be set at 75% of that of the First Class firefighter, and the base monthly salary of Probationary firefighter (0-6 months) shall be set at 70% of that of the First Class firefighter.

3. Thus, the monthly pay scale for each bargaining unit classification pursuant to the Award shall be as follows, effective January 1, 1990:

Position	Pay Scale	Percentage of First Class FF
Captain	$3011	-
Lieutenant	$2851	-
First Class FF	$2689	-
Second Class FF	$2420	90%
Third Class FF	$2151	80%
Probation (7-12 mos.)	$2017	75%
Probation (0-6 mos.)	$1882	70%

B. Effective January 1, 1991:

1. First Class firefighters shall receive an increase of five percent (5%) in monthly base salary over that received during 1990.

2. Second Class firefighter, Third Class firefighter, Probationary Firefighter (7-12 months) and Probationary Firefighter (0-6 months) shall receive increases based on the same differential employed in 1990.

3. With respect to Lieutenants, they shall be paid a base monthly salary seven percent (7%) above that paid First Class firefighter.

4. With respect to Captains, they shall be paid a base monthly salary seven percent (7%) above that paid Lieutenants. Thus, the pay scale effective January 1, 1991 is as follows:

Position	Pay Scale	Percentage of First Class FF
Captain	$3232	107% *
Lieutenant	$3021	107%
First Class FF	$2823	-
Second Class FF	$2541	90%
Third Class FF	$2258	80%
Probation (7-12 mos.)	$2117	75%
Probation (0-6 mos.)	$1976	70%

* 107% above Lieutenant

C. Effective January 1, 1992: First Class firefighters shall receive an increase in the base monthly salary equal to the percentage increase in the cost of living as reflected by the Portland CPI-U (1982-84 base) between the first half of 1990 and the first half of 1991. The six other classes of firefighters shall receive increases based on the increase provided to First Class firefighters in accordance with the percentage appropriate to their classification as described in Paragraph I.B., above.

II. Work Week. Effective January 1, 1991, all bargaining unit employees shall have their annual hours worked reduced by two shifts (48 hours) and effective January 1, 1992, all bargaining unit employees shall have

their annual hours worked reduced by an additional two shifts (48 hours).

III. Medical Insurance. Effective January 1, 1992, the Employer shall not be required to pay an increase in medical insurance premium beyond a five percent (5%) increase in premium over that paid by the Employer in 1991. However, the Employer shall pay the full medical insurance premiums in 1990 and 1991.

IV. No change shall be made to the holiday or sick leave provisions.

Dated: December 14, 1990

Seattle, Washington

Michael H. Beck, Neutral Chairman