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PUBLIC EMPLOYMENT  
RELATIONS COMMISSION  
OLYMPIA, WA

IN THE MATTER OF THE )  
INTEREST ARBITRATION )  
BETWEEN )  
 )  
SPOKANE COUNTY FIRE PROTECTION )  
DISTRICT #1 )  
 )  
"THE DISTRICT" )  
 )  
AND )  
 )  
INTERNATIONAL ASSOCIATION OF )  
FIRE FIGHTERS, LOCAL #876 )  
 )  
"THE UNION" OR "THE FIRE FIGHTERS" )

DECISION AND AWARD  
OF ARBITRATION PANEL

INTEREST ARBITRATION

HEARING SITE:           Ridpath Motel  
                          West 515 Sprague  
                          Spokane, Washington

HEARING DATE:           February 14, 1985

ARBITRATION PANEL:

Impartial Arbitrator  
and Chairman

For the  
Association

For the  
Fire District

Clay S. Bleck  
W. 1125 Second Ave.  
Spokane, WA 99204

C. H. Barnes  
Gonzaga University  
E. 502 Boone  
Spokane, WA 99258

Larry Adams  
S. 911 Mariam  
Spokane, WA 99206

APPEARING FOR THE DISTRICT:

Mr. Dale Haye  
Mr. L. Bruce Egelston

APPEARING FOR THE ASSOCIATION:

Mr. Lanne Ulrick  
Mr. D. Lobdell  
Mr. Larry Rider  
Mr. George Orr  
Mr. H. Kellams  
Mr. Don Ellis  
Mr. Dave Hughes  
Mr. Bill Anderson

DECISION AND AWARD: 1

EXHIBITS

1. Where the District Gets Its' Money
2. Estimated Resources - 1984 Budget
3. Typical City Functions
4. Comparable Dept. Data
5. Comparable Dept. Practices
- 6.u. Memorandum of Authority
- 7.u. Arbitration Statement
- 8.u. Chart - Wages, Etc.
9. Comparison: Firefighter to Chief
10. Statute 41.56.420
11. Washington Laws - 1983 53.18
12. Newspaper Clipping: VH 01/25/85
13. Newspaper Clipping: VH "Pay"
14. Newspaper Clipping: VH "4.5 M"
15. Newspaper Clipping: VH "Fire"
16. Comparable 5-City Data
17. Financial Projection
18. Wm. Donahue Letter
19. Labor Statistics - "Wage Change"
20. Wage Settlements - 1985
21. Weekly Earnings by Industry
22. Consumer Price Index
23. Comparison Index and Salaries
24. Comparable Dept. Pay Scales
25. 1984 Worker Compensation Rates by Class
26. Disability Comparison
27. District Rules - 07/15/74

- 28.a. Job Descriptions
- 29.b. Paramedical Trainee Description
29. (Missing)
30. Reduced Work Week Costs
31. Non-Washington Departments
32. Letter from Barry Ryan Addressed to Each Party
33. Barry Ryan's Brief

The Spokane County Fire District No. 1 and Local No. 876, IAFF, reached an impasse in negotiations on eight issues which remain in dispute, the basis for this Hearing. Arbitration was initiated according to RCW 41.56.450. The "District" was represented by Larry Adams. "The Fire Fighters" ("Local") were represented by C. H. Barnes. The Impartial Arbitrator and Chairman was Clay S. Bleck. Both the Fire District and the Union elected to file a post hearing brief which were received by the Chairman on March 1, 1985. The hearing was tape recorded as required by RCW 41.56.450. The following issues were submitted for review, recommendation, and decision and award:

1. Appendix A - Wages
2. ARTICLE V - Hours
3. ARTICLE XI - Out of Class Pay
4. ARTICLE XII - Holidays  
ARTICLE XII - Paid Holidays
5. ARTICLE XXIV - Sick Leave Accrual for LEOFF II Employees
6. ARTICLE XV - Prevailing Rights
7. ARTICLE XV - ARTICLE XVI - Term of Agreement
8. New Provision - Disability Insurance For LEOFF II Employees

## ISSUES, PROPOSALS, AND AWARD

The Arbitration Panel met to discuss and formulate the award on the 4th of March, 1985, at N. 901 Adams St., Spokane, Washington, at 2:30 p.m. Chairman Bleck had the partisans discuss each issue stating the basis for their position. A full discussion on each issue was undertaken separately from the others with both partisans given an opportunity to provide comment and argument. The discussion led to the formulation of an award for that issue. The decision and award as to each particular issue is as follows:

1. WAGES: (Appendix A to Agreement)

PROPOSALS:

The Local has proposed an 8.5% increase, based on employees base salary.

The District has proposed a 3-1/2% increase for each contract classification.

DISCUSSION:

The panel held that although the Spokane County Firefighters' wages were below those of most Washington cities exhibited in the Union's presentation, their wages did compare more favorably to fire fighters' wages in other cities and districts identified by the District in its testimony. While both sides made strong arguments in support of their respective position on wages, the panel felt that the Union's request was excessive in view of recent wage adjustments to Firefighters. It also held that the District's offer was below that necessary to compensate for a reasonable cost of living and equity adjustment.

AWARD:

The panel agreed to a five (5) percent wage increase effective January 1, 1985. This five (5) percent wage increase is to apply equally to all job classifications within the bargaining unit. The Union was awarded a 5% wage increase as follows: 4% cost of living (COL) and a 1% equity adjustment.

2. HOURS: (ARTICLE V, Section 2)

PROPOSALS:

The Local proposes 4 (four) additional Kelly Days, for a total of 6 per year.

The District proposes that the current contract language be maintained.

DISCUSSION:

The Union introduced evidence to support their request to increase the number of Kelly Days by four (4). The work week in the 14 Washington cities and districts as evidenced in Union Exhibit 8 shows the average work week ranges between 42 and 56 hours. The District's summary (Exhibit 5) shows 11 of the 16 comparables had a 56 hour work week and 3 had a 55 hour work week. Both Exhibits illustrate that in many cases where a shorter work week exists firefighters in those communities received fewer paid holidays than the 9 provided to Spokane firefighters. Furthermore, the District's Exhibit indicated that where fewer hours were worked, the shift schedule was more complex than that of the Spokane County firefighters' 24/48 shift. On this evidence, the panel felt that a reduction of the 55 hour work week by additional Kelly Days was not warranted.

AWARD:

No additional Kelly Days awarded to Union; language to remain as it stands in current contract.

ARTICLE V

Hours

Section 2. Beginning January 1, 1984, the hours of duty for all personnel, except those who work a five day, forty hour week, will be reduced by having two shifts off (Kelly days) during each calendar year. These days off will be scheduled at the District's discretion.

3. OUT OF CLASS PAY: (ARTICLE XI, Section 2)

PROPOSALS:

The Local proposes that the qualifying shifts for out of class pay be reduced from 15 to 10 shifts, that E.M.T.'s filling a vacant position on the Paramedic Truck be added to the out-of-class schedule, and that captains, when working as the shift-Battalion Chief, be added to the out-of-class schedule.

The District has proposed that this ARTICLE be deleted.

DISCUSSION:

The Union went to some length to support their request to reduce the number of shifts to ten (10). Evidence was introduced by both the Union and the District which supported the Union's claim that 15 out of class shifts before compensation was excessive. Testimony at the hearing gave further evidence of the frustration Firefighters experienced over this condition of employment.

AWARD:

The Bargaining Unit was awarded the reduction from 15 to 10 shifts to qualify for out of class pay.

4. HOLIDAYS: (ARTICLE XII)

PROPOSALS:

The Local proposes that there should be one additional holiday, making a total of 10 paid holidays.

The District proposes that the number of holidays recognized in the current contract be maintained.

DISCUSSION:

Both parties made reasonable arguments in support of their position. And both parties presented, by way of Exhibits, evidence in support of their argument. The panel had some difficulty in determining the total paid hours from the Union's Exhibit 8 while the District's Exhibit 5 converted the paid holidays in paid holiday hours. The panel feels that the nine (9) paid holidays currently received is reasonable. Furthermore, in the opinion of the panel, the federal holiday celebrating the death of Dr. Martin Luther King to be officially recognized in January, 1986 is an issue that may be addressed at a later time.

AWARD:

No additional holidays were awarded; number of holidays recognized in the current contract is to be maintained.

PAID HOLIDAYS: (ARTICLE XII)

PROPOSALS:

The Local proposes that Section 2 of the current contract apply to all Union personnel.

The District proposes that Section 2 of the current contract apply only to shift personnel.

DISCUSSION:

The panel felt that a reduction in holiday premiums among day personnel to accommodate the District's position would be inequitable to those two positions affected. Taking any holiday premiums which have been paid for a number of years would require greater justification than was offered in the District's argument.

AWARD:

ARTICLE XII, Section 2 of the contract is to remain the unchanged.

ARTICLE XII

Paid Holidays

Section 2. All personnel shall receive holiday pay in the amount of 1/20th of a fourth year firefighter's monthly salary for each of the days hereinafter noted as holidays and shall be paid whether or not said holiday falls on a working day, day off or within a vacation period. Said holidays shall be: New Year's Day, Washington's Birthday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas. Holiday pay will be paid once yearly on December 5th.

5. SICK LEAVE: (ARTICLE XXIV, Section 1)

PROPOSALS:

The Local proposes that the rate at which sick leave is accrued by L.E.O.F.F. II employees be raised from 12 hours per month to 24 hours per month.

The District proposed that this ARTICLE remain unchanged.

DISCUSSION: Evidence was presented by the Union in testimony and through Exhibit 8 supporting their request to increase the rate by which sick leave is to accrue for L.E.O.F.F. II employees from 12 hours per month to 24 hours per month. The panel found the weight of the Union's evidence convincing. L.E.O.F.F. II employees have been



unable to accumulate sick leave protection at the rate comparable to that of L.E.O.F.F. I employees. The concerns regarding the potential financial burden voiced by the District were considered. Yet, the panel found for the Union.

AWARD:

The Local was awarded one full shift (24 hours per month) sick leave for L.E.O.F.F. II employees.

6. PREVAILING RIGHTS: (ARTICLE XV, Section 1)

PROPOSALS:

The Local proposes that ARTICLE XV, Section 1 of the current contract remain as is.

The District has proposed that Section 1 of this ARTICLE be deleted.

DISCUSSION:

The District argued that Section 1 of ARTICLE XV which was valuable in the declaration and protection of employee rights in years past has lost its useful purpose and should therefore be deleted from the contract. The District further felt that employees' rights and privileges were addressed through other parts of the labor agreement. The panel in its deliberations found that removal of Section 1 may lead to confusion and misunderstanding regarding the rights and privileges of employees.

AWARD:

It was awarded that the language in ARTICLE XV, Section 1 of the current contract remain.

## ARTICLE XV

### Prevailing Rights and Management Rights

Section 1. Rights Retained Unaffected: All rights and privileges for personnel of the District at the present time which are not included in this agreement shall remain in force, unchanged and unaffected in any manner by this agreement.

#### 7. TERM OF AGREEMENT: (ARTICLE XVI)

##### PROPOSALS:

The Local proposes the new contract be for a term of one year.

The District has proposed that the new contract be for a term of 3 years, with negotiations allowed for wage increases only to apply to the 2nd and 3rd year of the agreement.

##### DISCUSSION:

The panel found this issue to be complex and frustrating. The parties must have been aware of their differences over the term of the agreement. Testimony by both parties indicated an awareness of the District's interest in negotiating a three-year contract. Yet, no evidence beyond a wage proposal offering a 3% increase in the first year to reopen in years 2 and 3 on wages was presented.

The Union took the position that a bonafied multi-year contract was never presented beyond the District's request for a three-year contract.

This leaves the panel with much confusion and some debate as to whether a three-year contract covering the issues was ever negotiated. Without evidence to substantiate the District's basis for imposing a three-year contract on the parties, the panel felt it was not at liberty to fashion a contract for more than one-year.

However, the panel recognizes the frustration experienced by the District in its effort to receive a multi-year agreement. The panel further feels that the parties have a primary obligation to conduct their negotiations with a mutual and common understanding as to the term under which the contract is to be negotiated. For one party to negotiate on multi-year terms while the other party considers only a single year agreement can only lead to the deterioration of the collective bargaining process. Respect for the bilateral process that negotiations foster as well as respect for each other behooves the parties to come to agreement on the length of the contract-early in their negotiations and not defer such discussion to the arbitration board.

We feel that a multi-year labor agreement is in the best interest of both the District and the Union. The cost, both financial and emotional, associated with annual collective bargaining and impasse are a burden that neither party should have to bear. Thus, we encourage the parties to make known, at the outset of negotiations, the terms of the agreement.

AWARD:

The Arbitrator stipulates that the term of the contract in question be limited to one-year

8. DISABILITY:

PROPOSALS:

The Local proposes that the District pay the \$12.00 per month Disability Insurance Premiums, for all L.E.O.F.F. II employees.

The District has proposed that this new benefit should not be added to the contract.

DISCUSSION:

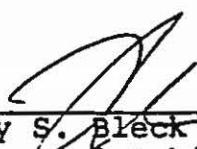
The panel carefully reviewed the arguments presented by both parties in this part of their testimony. The District's argument that L.E.O.F.F. II employees are covered under the Washington State Workmen's Compensation plan while L.E.O.F.F. I employees were exempt has merit. The District has incurred a significant financial burden providing Workmen's Compensation for L.E.O.F.F. II employees. Yet, the exposure for L.E.O.F.F. II employees is much greater than L.E.O.F.F. I employees evidenced by the testimony and accompanying Exhibit 26 of Local #876. In our opinion, the differences between disability coverage for L.E.O.F.F. I and L.E.O.F.F. II employees should be narrowed with the employee and the employer sharing the disability insurance premium cost.

AWARD:

The panel agreed that the District pay 1/2 (one-half) of the Disability Insurance Premium, up to and not exceeding \$6.00 for all L.E.O.F.F. II employees. This language to appear in a new ARTICLE incorporated into the agreement.

All eight issues being decided and awarded by the Arbitrator, the Hearing was adjourned.

Respectfully submitted this 29th day of April, 1985.

  
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Clay S. Bleck  
Impartial Arbitrator and Chairman