

In a matter in interest arbitration between
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 2459

Impasse resolution pursuant to the provisions
of RCW Chapter 41.56 and WAC Chapter 391-21

Appearances:

For the District
William L. Williams
District Counsel

For the Union
Rick Shellenberger
President

1778-F-78-94
Case file
Hedger
Decision and Award
of
Arbitration Panel

Merlin J. Halverson
Rein Kehle
J. B. Gillingham,
Chairman

RECEIVED-OLYMPIA, WA

MAR 5 1979

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

On December 14, 1977 these parties entered into their first collective bargaining Agreement, to be effective for the calendar year 1978. In May 1978 negotiations were initiated with respect to terms for the successor Agreement to be effective upon the expiration of the 1978 Agreement. After several mutually agreed upon extensions of the negotiating period without successful resolution of several disputed issues, the Union declared negotiations at impasse on October 6, 1978 and requested mediation pursuant to WAC 391-21. When the disputed issues remained unresolved after mediation, a request was made for Fact-Finding and a Fact-Finding Panel was thereupon appointed as provided in WAC 391-21.

The Fact-Finding Panel held a series of hearings and meetings with the parties in Kenmore, Washington beginning November 13, 1978. The issues in dispute were identified in a joint stipulation by the parties dated November 8, 1978, a copy of which is appended hereto. In the course of the hearings, the parties made unusually good presentations of their respective positions and of the data essential to the Panel for proper application of the standards or guidelines set forth in the statute.

Prior to formal conclusion of the fact-finding process, the Fact-Finding Panel provided to the parties at their request a brief informal preliminary summary of findings for the assistance of the parties in making an immediate further attempt to resolve the remaining issues by negotiation. The parties were not successful in this attempt, but they did arrive at an agreement to resolve the impasse by submitting all the disputed issues to binding arbitration with the initial Fact-Finding Panel requested to serve as the Arbitration Panel. A copy of the formal arbitration submission agreement dated December 29, 1978 is attached hereto.

After careful deliberation and consideration of all the evidence and argument presented, and with due regard for the standards or guidelines set forth in the RCW 41.56, the undersigned Arbitration Panel hereby makes the following unanimous decision and award.

Arbitration Award

I. Compensation Issues

A. Wages - General Increase

1. The rate or salary for the Fire Fighter I classification shall be increased by ten (10) percent effective January 1, 1979.
2. An additional increase of two (2) percent for the Fire Fighter I classification shall be effective November 1, 1979.
3. As stipulated by the parties, the issue of salary adjustments for the calendar year 1980 shall be open for negotiation by the parties.

B. Differential Pay For Lieutenants

1. Beginning January 1, 1979, Lieutenants shall receive a differential of seven and one-half (7½) percent over the base salary for the Fire Fighter I classification.

C. Differential For Fire Fighter-Paramedic Personnel

1. A Fire Fighter who is also qualified as a Paramedic shall be paid a differential of five (5) percent over the base rate in that employee's regular classification.

D. Health Care Coverage

1. The District shall continue to pay the full cost of the medical care program currently in effect for employees and their dependents without contribution from the employees.
2. The costs of the dental insurance program for employees and their dependents shall be shared as follows: each employee will pay fifteen (15) percent and the District will pay eighty-five (85) percent of the cost of coverage for that employee and his or her dependents.

E. Longevity Pay

1. This proposal by the Union is denied.

F. Education Incentive Pay

1. This proposal by the Union is denied.

II. Other Disputed Contract Provisions

A. Article 1. Recognition

The present language of this Article shall be deleted and the following language substituted:

The District hereby recognizes the Union as the exclusive representative and bargaining agent for all of the regular full-time uniformed employees of the District as defined in RCW 41.26.030, excluding officers of the District with the rank of Battalion Chief and above.

B. Article 9, Section 2. Retention of Benefits

The present language shall be retained without change except for deletion of the words "or may hereafter".

C. Article 10. Hours of Duty

The present provisions shall be retained without change.

D. Article 22. Supplemental Agreement

This Article shall be deleted from the Agreement.


E. Article 23. Term of Agreement


As stipulated by the parties, the Agreement shall be effective for two (2) years beginning January 1, 1979 and ending December 31, 1980.

Seattle, Washington
January 15, 1979

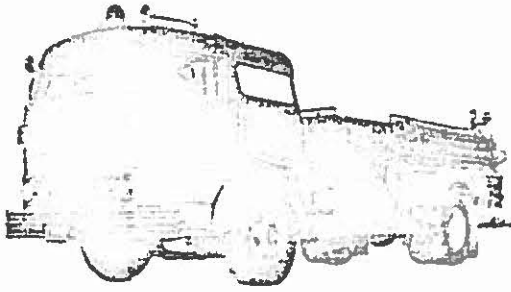
Arbitration Panel


J. E. Gillingham, Chairman


Merlin Halverson
Designated by the Union


Rein Kehle
Designated by the District
Commissioners

KING COUNTY FIRE PROTECTION DISTRICT NO. 16



KENMORE, WASHINGTON

P. O. BOX 21

98028

CHIEF
R.W. BANNISTER

TELEPHONE
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FIRE PREVENTION IS YOUR RESPONSIBILITY

November 8, 1978

Mr. J. B. Gillingham
17717 - 15th Avenue N. W.
Seattle, Washington 98177

Re: Fact-Finding Proceedings
Fire District No. 16 - IAFF Local 2459

Dear Mr. Gillingham:

Enclosed with this letter is a copy of the current agreement between King County Fire Protection District No. 16 and Local 2459 of the International Association of Fire Fighters, which bears the date 14 December, 1977 and which, by the terms of its Article 23, covers the period from January 1 through December 31, 1978.

The enclosed agreement will furnish a point of reference for the following stipulated statement of the items that are at issue and subject to fact-finding. With the exception of Article 13, which has two new subjects for consideration, all other issues involve requests by one side or the other for deletion, addition or substitution of language in the existing agreement.

The portions of the existing agreement that are in dispute are underlined for ease of identification. In the following paragraphs, the Union position is stated first, the District position second.

Article 1. Recognition

Union position: No change

District position: Delete from the first sentence the words "uniformed employees of," and substitute therefor the words "fire fighters on active duty status." Delete the entire second sentence. Add - "Fire fighters on leave of absence (other than leave described in Article 12) are not covered by this Agreement during such leave.

Article 9. Rights

Union position: No change

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District position: Delete Section 2 in its entirety.

Article 10. Hours of Duty

Union position: No change.

District position: Delete second paragraph in its entirety.

Article 13. Wages

Union position: (1) Increase Fire Fighter I and all classifications below by a per cent equal to the consumer price index (Seattle-Everett area) increase for the 12 month period ending August 31, plus 4%; and

(2) Adjustment between grades of Fire Fighter I and Lieutenant so that the scale for Lieutenant will be 12% above that of Fire Fighter I.

District position: No change in 1978 salary scales.

Two new items under the general category of wages have been the subject of negotiation and are at impasse. They are:

13(a) Paramedic pay

Union position: (1) Paramedic pay rates shall be included in the contract;

(2) The pay rate for a Fire Fighter - Paramedic employee to be fixed at 7% over that of the specific employee's Fire Fighter classification prior to his accreditation as a Paramedic.

District position: (1) Paramedic pay differential, if any, not to be the subject of this contract;

(2) Pay differential not applicable because of position on (1).

13(b) Longevity pay

Union position: One percent additur to base pay for each five years of active duty with Fire District 16, to be retroactive to the date of entrance of each employee (but not retroactive in pay).

District position: No longevity pay.

Article 17. Health care

Union position: (1) Retain 100% medical coverage for employee and family; and

(2) Increase dental care from \$30 per month

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maximum to 100% of dental insurance coverage
for employee and family.

District position: (1) Limit medical insurance contribu-
tion by employer to \$100 per month per employee;
(2) Retain \$30 per month limitation per
employee for dental insurance; and
(3) Limit coverage to dependents to "De-
pendents and residents."

Article 22. Supplemental Agreement

Union position: No change

District position: Delete entire Article.

Article 23. Term of Agreement

The parties have tentatively discussed a two-year term for
the Agreement. However, neither party wishes to accept a
term beyond one year unless all other articles are settled
by agreement.

There are a few other changes in the existing contract which
have been agreed to between the parties. The new language of the
articles which have been the subject of agreement will be made
available to the Fact-Finding Commission so that these may be
reflected in the findings of fact.

The foregoing statement is stipulated and agreed to be an
accurate statement of the items in issue and the positions of the
parties by William L. Williams, attorney for the Board of Commis-
sioners, and Rick Shellenberger, as the lead negotiator for Local
2459 on this 8th day of November, 1978.



WILLIAM L. WILLIAMS



RICK SHELLENBERGER

WLW:pae

STIPULATION

King County Fire Protection District No. 16, the employer, and International Association of Firefighters, Local No. 2459, the legally empowered bargaining agent, do hereby stipulate as follows:

(1) J. B. Gillingham, Rein Kehle and Merlin Halverson, who have since November 13, 1978 sat as a fact-finding panel in the disputes between the employer and the bargaining agent relating to a contract for the period beginning 1 January, 1979, shall decide all of the issues heretofore submitted for recommendation, subject to the single exception noted in paragraph (2) below, as though sitting as an arbitration panel under RCW 41.56.450.

(2) The decisions of the panel so constituted shall establish terms for a contract between the employer and the bargaining agent for the period beginning January 1, 1979 and ending December 31, 1980, except for salaries, which shall be established for the calendar year 1979 only, and which shall be subject to renegotiation for the calendar year 1980.

(3) The employer and the bargaining agent will be bound by the decision of the panel, now deemed to be an Arbitration Panel, in the same manner as if those decisions had been made by a new panel created pursuant to RCW 41.56.450, and acting pursuant to RCW 41.56.450 and 460; and the parties will further be bound by the provisions of RCW 41.56.470, 480 and 490 in the same manner as if a new independent arbitration panel had been created.

(4) Neither party waives any right to judicial review, but neither shall this stipulation be construed as expanding the right of judicial review.

(5) The parties agree that, in case any ambiguity should be inherent herein, the stipulation should be construed as though the parties had waived the fact-finding procedures and agreed that the aforementioned persons could sit as the panel for binding arbi-

tration pursuant to RCW 41.56.450 and the sections of the Public Employees Bargaining Act following thereafter.

DATED this 29th day of December, 1978.

KING COUNTY FIRE PROTECTION DISTRICT
NO. 16

By William L. Williams
William L. Williams,
Legal Counsel for Board of
Commissioners

INTERNATIONAL ASSOCIATION OF FIRE-
FIGHTERS, LOCAL 2459

By Rick Shellenberger
Rick Shellenberger,
Chief Negotiator