

**Renton Fire Fighters Local 864, International Association of Fire Fighters, AFL-CIO
And
City of Renton
Fact Findings
Arbitrator: John Cronin
Date Issued: 11/17/1977**

**Arbitrator: Cronin; John
Case #: 01129-F-77-00056
Employer: City of Renton
Union: IAFF; Local 864
Date Issued: 11/17/1977**

**STATE OF WASHINGTON
BEFORE
THE PANEL OF FACT-FINDERS**

| | | |
|--------------------------------------|---|------------------------------|
| IN RE: |) | |
| THE CITY OF RENTON |) | |
| |) | |
| Employer |) | CASE NO. 1129-F-77-56 |
| |) | |
| and |) | |
| |) | |
| RENTON FIREFIGHTERS LOCAL 864 |) | FACT-FINDERS REPORT |
| INTERNATIONAL ASSOCIATION OF |) | |
| FIREFIGHTERS, AFL-CIO, |) | |
| |) | |
| Union |) | |
| _____ |) | |

FACT-FINDERS' REPORT, FINDINGS AND RECOMMENDATIONS

I. BACKGROUND

The Fact-finding Panel was composed of John Cronin (Impartial Fact-finder and Chairman), Sharon Green (Employer's member), and Larry Codiga (Union's member).

This fact-finding proceeding arose out of an impasse in negotiations between the City of Renton and Firefighters Local 864. The instant hearing was held pursuant to Section 41.56.440 of the Revised Code of Washington.

The current collective bargaining agreement between the parties is due to expire on December 31, 1977.

A hearing in this matter was held on November 2, 1977 at Renton, Washington. The City was represented by Larry Tom Yok. The Firefighters Local 864 was represented by Larry Weiss. The Impartial Fact-finder wishes to express his appreciation to the other panel members and to the representatives of the parties for their cooperative and expeditious processing of this matter. Both parties ably presented evidence, answered the panel's questions, and persuasively argued their positions. Both parties filed helpful briefs which have been duly considered.

The Fact-finding panel met on November 8, 1977 at Renton to consider the presentations. Listed below are the issues in dispute, some of which bear the panel's unanimous recommendation. The remainder bear the impartial Fact-finder's recommendation.

II. MATTERS AT ISSUE

1.1 Proposal

Article III of this existing collective bargaining agreement. Firefighters would require the City to fill all vacancies within a reasonable time.

1.2 Comment

The panel finds that this matter is a safety factor already covered by the manning clause (Article XX).

1.3 Recommendation

The panel unanimously recommends that the proposal be rejected.

2.1 Proposal

Article IV, Section 1-B. City would change 40 hour week to exclusive of lunch period of headquarter's personnel.

2.2 Recommendation

The panel unanimously recommends the proposal be accepted provided the parties have a further understanding that the personnel are ordinarily not subject to call, but if used in an emergency during their lunch period, will receive remuneration at the rate of time and one half.

3.1 Proposal

Article IV, Section 1-D. The City would change shift hours of fire suppression personnel to a 10/14 shift in which a firefighter would work ten hours a day for five days, take two days off, work fourteen hours a day for five days and take three

days off.

3.2 Positions of the Parties

The City argues that the change will result in a more efficient allocation of manpower and will result in a 47.3 hour week. The Firefighters argue that a change from the current 24 hours on and 48 hours off, at this time, would be disruptive of 1978 vacation schedules, and is concerned that the consequences of the change have not been fully explored.

3.3 Comment

The parties had apparently agreed earlier in their negotiations to a tentative clause similar to the instant one. The City backed off when it was discovered that an additional ten persons would have to be hired. The City understandably revised their proposal to obviate this additional expense. The Fact-finder believes the City should not be unduly restricted in seeking more efficient scheduling of hours. I note also that similar scheduling has already been introduced in Seattle, Tacoma, and Everett, three of this cities that the parties have stipulated as "comparable cities."

3.4 Recommendation

The Fact-finder recommends that the parties adopt the proposed 10/14 schedule; however, such a clause should include a provision to permit either party to reopen the issue after one year from the contract's initiation so that the parties may, if they choose, meet and negotiate whether the 10/14 schedule should be altered or replaced by the old schedule.

4.1 Proposal

Article IV, Section 1-D. The City proposes the extension of training hours.

4.2 Position of the Parties

The City believes it is unnecessarily restricted by the current contract language limiting training hours from 0800 to 1630 exclusive of weekends. The City complains that it is unable to schedule sufficient hours to maintain its training standards. Moreover, the new schedule would fit into the 10/14 shift schedule. The Firefighters argue that the expansion of training hours would subject the personnel to exhaustion, to the detriment of their firefighting readiness. Furthermore, excessive drilling could be used as a means of harassment. In regard to weekends, the Firefighters contend that traditionally, Saturday and Sunday are devoted to equipment maintenance.

4.3 Comment

It is obvious that given a 10/14 shift schedule, the parties would need a revised training schedule. On the other hand, it should be no more disruptive of past practice than necessary.

Moreover, the Firefighters' concern over one entire shift being subject to training is understandable

4.4 Recommendation

The Fact-finder recommends the extension of the training period from 0800 to 2200 hours Monday through Friday; provided, however, that no more than six training hours be required of any one shift.

5.1 Proposal

Article VI, Section 1. The City proposes the elimination of conferences in good faith within the meaning of the Section.

5.2 Recommendation

The Panel unanimously recommends the retention of existing language.

6.1 Proposal

Article VI, Section 1. The City seeks a voucher system for uniform purchase instead of the current \$350.00 lump sum payment.

6.2 Comment

The Firefighters made a counterproposal that if management is concerned about appearance, they would submit to periodic inspection.

6.3 Recommendation

The Panel unanimously recommends the retention of the existing uniform allowance, with additional language in the paragraph, to wit:

- a. recognizing that there is an existing dress code promulgated by the Fire Department.
- b. providing that there be a periodic inspection to monitor the appearance of uniforms worn by the employees.
- c. the replacement of uniforms the chief feels are sub-standard will be the responsibility of the employee.

7.1 Proposal

Article VI, Section 3. The Firefighters propose an increase in the premium pay schedule and the addition of the classification, "Fire Inspector," to the schedule. The City proposes the deletion of all premium pay except for Aid Car Personnel, with no increase in the latter.

7.2 Positions of the Parties

The Firefighters produced documents indicating that in the past, Driver Operators in the Fire Department received premium pay commensurate with the Police Department "Motorcycle Operator" classification, albeit the two positions are not identical.

Current figures show the Motorcycle Operator receiving \$55.00 per month premium pay while the Driver Operator remains at \$25.00. The Police Training Officer receives \$55.00 per month, whereas the Firefighters Training Officer receives \$40.00 per months. The Firefighters argue that these figures as well as the premium pay for relief Driver Operators and Aid Car Personnel should rise with the cost of living. The Firefighters would add the Fire Inspector category to the premium pay schedule, arguing that they require special skills and bear extra responsibilities as do the other categories. The City would delete all the premium pay except for Aid Car Personnel, contending that their skills are no different than other personnel of similar rank.

7.3 Comment

The Firefighters have convincingly shown that the Driver Operators have an abundance of extra duties and responsibilities warranting premium pay. The City has failed to show sufficient justification for removing this established practice. Nor has the City established a case for deleting Training Officer, a position of obvious responsibility. In the comparative cities there is no consistency in regard to premium pay, four out of ten having none at all, but two that do, include inspectors. Consistency would dictate their inclusion herein. Moreover, in the past, when inspectors worked out of the Fire Department in Renton, they were included. At this time Premium pay in the Fire Department is far behind the Renton Police Department. In determining an appropriate premium pay the Fact-Finder must consider the rise in cost of living since the last contract was negotiated.

7.4 Recommendations

The Fact-Finder recommends that the parties adopt the following premium pay schedule:

- A. Driver Operator -- %55.00 per month
- B. Relief Driver Operator -- shift percentage of Driver Operator premium
- C. Training Officer -- %55.00 per month
- D. Aid Car Personnel:
 - \$3.50 per 14-hour shift
 - \$2.50 per 10-hour shift
 - (or \$6.00 per 24-hour shift)
- E. Fire Inspector -- \$25.00 per month

8.1 Proposal

Article VI, Section 4. The Firefighters propose to compensate firefighters at an Officers rate of pay when assigned as a temporary replacement.

8.2 Positions of the Parties

The Firefighters contend that the city has abused the original intent of Section 4 by using acting Officers on a long term basis when an opening arises, rather than limiting the practice to fill in for temporary absences due to sickness or disability. Thus the replacement receives only two hours overtime per shift rather than the Officers rate of pay.

The City requests this issue be set aside by the Panel, contending it was not part of the regular negotiations, and the City was not prepared to make a presentation.

8.3 Comment

The original contract clause appears to cover temporary situations and the use of it to fill vacancies would be an abuse of the parties' intentions. Since this item is a latecomer in the negotiations and the City was not prepared to proceed on it, the parties should discuss it further.

8.4 Recommendation

The Fact-finder recommends this issue be set aside for further negotiations. The Fact-finder recommends further, however, that the parties seek to limit potential abuse of the Article either by adopting the Firefighters' proposal or by limiting the duration of working out of classification at the current rate and moving to an hour for hour basis after a given number of shifts.

9.1 Proposal

Article VII. Both parties propose sick leave incentives.

9.2 Position of the Parties

The Firefighters would grant a day off to employees who use three or less sick days per year. The City agrees on an incentive principle, but only if it is tied to the 10/14 work schedule.

9.3 Comment

The record shows that the Renton Police already have such a term in their contract. Moreover, both parties view it as desirable but the City would use it to sweeten the effect of the 10/14 plan.

9.4 Recommendations

The Fact-finder recommends the adoption of the Firefighters' proposal. If the shifts change to the 10/14 plan, the incentive day should be adapted to same.

10.1 Proposal

Article VIII. The Firefighters propose double-time for working on Thanksgiving and Christmas. The City proposes that the days off for holidays in current contract be con-

formed to the 10/14 schedule.

10.2 Positions of the Parties

The Firefighters allude to the fact that the Police and other City employees already have this benefit. Moreover, the fire suppression personnel spend the entire twenty-four hours away from their families on these "family oriented" holidays. The City argues that double pay is unwarranted because firefighters get days off around the holidays.

10.3 Comment

The Renton Police receive a day off in lieu of Thanksgiving and Christmas plus double time for working those holidays. Other City employees have similar benefits. No justification is seen in denying these benefits to the Firefighters.

10.4 Recommendation

The Fact-finder recommends that the parties adopt the following language:

Any employee who is required to work the following listed holidays shall be paid double the base rate in addition to receiving a day off in lieu of that holiday:

- A. Thanksgiving
- B. Christmas

11.1 Proposal

Article IX. The City proposes to delete the educational allowance.

11.2 Positions of the Parties

The City considers it undesirable to pay for tuition and books toward a fire-related degree and then to also pay the educational incentive for the degree (Article X). The City would retain the incentive and delete the allowance. The Firefighters argue that numerous firefighters take non-matriculating courses that help their skills but would not qualify them for an incentive.

11.3 Comment

The educational allowance and incentive clauses are relatively new to the contract. The allowance cost the City about \$2000.00 during the past year. This is a clause that appears to be of benefit to both parties and has hardly been given a chance to prove itself.

11.4 Recommendations

The Fact-finder recommends retention of the existing clause.

12.1 Proposal

Article X. The Firefighters seek 1% incentive pay for holders of an EMT certificate.

12.2 Positions of the Parties

The Firefighters believe that adding the category of Emergency Medical Technician, or EMT, to the educational incentive list will encourage firefighters to gain or maintain an EMT rating and thus be of greater assistance to accident victims.

The City counters that personnel assigned to the aid car crew already receive a shift premium, thus compensating many of the EMTs since the latter is a condition to assignment. Moreover, the City argues there is no shortage of EMTs and the City is not seeking an increased number.

12.3 Comment

At first blush the Firefighters' argument that increased EMTs would present profound benefit to the City seems convincing, especially in cases where the aid car is occupied elsewhere and only a truck is dispatched to a call. It is routine, however, for an ambulance to be summoned when it appears there is a need. No doubt the EMT training is helpful to the entire crew, and the contract provides free training for all who seek the certificate. However, the EMT is primarily a requisite for aid car personnel and this report already recommends a fair increase for the premium pay in that category.

12.4 Recommendations

The Fact-finder recommends retaining the existing language.

13.1 Proposal

Article XI. The Firefighters seek an established date for intra-departmental transfers and vacation scheduling.

13.2 Comment

The City assures the Firefighters that 1978 vacation schedules will meet the November 15 deadline.

13.3 Recommendation

Based on the City's assurances the Panel unanimously recommends the retention of the existing language.

14.1 Proposal

Article XIII. The Firefighters propose an increase in longevity pay.

14.2 Positions of the Parties

The Firefighters seek to change the existing lump sum longevity stipends to a percentage basis thusly:

Completion of 5 years: 1%

Completion of 10 years: 2%

Completion of 15 years: 4%

Completion of 20 years: 6%

The City resists any percentage arrangement, preferring to negotiate each future longevity increase.

14.3 Comments

The percentage plan would mean a slight decrease in the existing benefits ten years and below, but an increase to those in the fifteen and twentieth year categories. The Firefighters have intentionally weighted the benefits toward the senior years as an incentive to career firefighters and to maximize retirement benefits. I note that among the comparative cities, five others have initiated a percentage schedule. The Seattle, Spokane, and Everett percentages at 2 - 4 - 6 and 8 per cent are considerably more generous than the Firefighters' proposal. Tacoma will move to 2 - 4 - 6 - 8 in 1979. The Fact-finder sees a definite benefit to the parties' future bargaining in the percentage plan. Since one of the criteria in resolving disputes is a consideration of fluctuation in the cost of living, and presumably salary adjustments will be thusly affected, a percentage of the latter would be a good guide to adjustment of the longevity stipend.

14.4 Recommendation

The Fact-finder recommends that Article XIII A be amended to read:

Employees shall receive longevity pay in accordance with the following scale:

Completion of 5 years: 1%

Completion of 10 years: 2%

Completion of 15 years: 4%

Completion of 20 years: 6%

15.1 Proposal

Article XV, Sections 1 and 3. The City proposes to "lid" its premium payment for medical and dental coverage at the rate en effect July 15, 1977, the employee to pay any increase thereafter.

15.2 Positions of the Parties

The City believes that requiring the unit employees to share in the increasing cost of medical and dental insurance will increase their cost-consciousness and result in a "more judicious" filing of claims. The Firefighters contend that the City's compensation level in regard to the Firefighters' medical - dental plans are below other employee units because over 40% of the premiums are funded by the Firemen's Pension Fund rather than the City's General Fund.

15.3 Comment

The Firefighters' contentions are well-founded especially in view of the fact that a majority of the comparable cities offer full or substantially full coverage, and virtually all of major industry in the Renton area does the same. Moreover, no other group of City employees receive a portion of their medical - dental funding from the state.

15.4 Recommendation

The Fact-finder recommends retention of existing language and benefits.

16.1 Proposal

Article XVI. The City proposes to delete double indemnity in regard to dependant life insurance coverage.

16.2 Positions of the Parties

The City seeks to delete double indemnity from the insurance clause because it is unavailable. The Firefighters propose an alternative of doubling the face value of the insurance.

16.3 Comment

The hearing record indicates that double indemnity coverage for dependants has been unavailable from any carrier since the inception of the clause. Doubling the face value of the term policies would not be an exact substitute for the double indemnity. The City should be released from a term that has proved impossible to fulfill.

16.4 Recommendation

The Fact-finder recommends that Article XVI be altered to delete reference to double indemnity for each dependant.

17.1 Proposal

Article XX. The Firefighters seek to amend the Health and Safety clause by including equipment manning requirements and by requiring Captains at each of the satellite stations.

17.2 Positions of the Parties

The City maintains that equipment manning and the placement and rank of officers is a management function. The Firefighters argue that the above are safety matters and should be incorporated into the contract.

17.3 Comment

The placement and deployment of personnel are, in a broad sense, management functions, unless or until it conflicts with an obvious working condition such as employee safety. Adequate manning of equipment in fire suppression is a safety matter. I note from Firefighters' Exhibit 29 that on October 12, 1977 the parties were in temporary agreement on such measures. The terms appear fair and are not an unwarranted impingement on management rights. On the other hand,

the Firefighters have failed to show how the presence of a Captain on an engine or pumper is substantially safer than a lieutenant.

17.4 Recommendation

The Fact-finder recommends that Article XX shall be amended to read:

A. A minimum of twelve (12) fire suppression personnel shall be assigned to each working shift.

B. The fire suppression crews will be assigned on a regular basis as follows:

1. Headquarters Station:

a. Engine or pumper. Four persons shall be assigned, one of whom shall be a Captain, or a Lieutenant when the assigned Captain is absent from duty.

b. Snorkel or Ladder Truck. One person shall be assigned.

c. Aid Car. Two persons shall be assigned.

2. Each Satellite Station (or additional stations).

a. Engine or pumper. Three persons shall be assigned, one of whom shall be at least the rank of Lieutenant.

b. Aid Car. Two persons shall be assigned.

C. The term "assigned" shall mean the number of personnel who would normally respond to emergency calls on the indicated vehicle

Nothing in this Article shall preclude the emergency reassignment of available fire suppression personnel at the direction of the Chief or his designated representative.

18.1 Proposal

Article XXI. The City proposes to change the reference of "inclusive of lunch period" to "exclusive of lunch period."

18.2 Recommendation

The Panel unanimously recommends the change in conformance with Proposal 2, dealt with above.

19.1 Proposal

Article XXI, Section 2. The City seeks to delete the sentence in Section 2, "The City agrees to replace all vacancies due to illness or disability with overtime personnel."

19.2 Positions of the Parties

The City argues that since twelve has been established as the safety minimum for crew size, hiring replacements to effect a greater number is a management function. The City points to the overtime costs of such replacements (%33,000.00 since January 1, 1977) as excessive. The Firefighters regard the replacement clause as a safety factor.

19.3 Comment

The Fact-finder believes the City's position is well taken. They seek to exercise a management function to enhance the City treasury. The safety aspect of this matter is already covered in the manning clause and the recommended change therein regarding equipment manning (Article XX).

19.4 Recommendation

The Fact-finder recommends that the sentence mentioned above in 19.1 be amended to read:

"The City agrees to replace all vacancies due to illness or disability with overtime personnel when such vacancy results in a shift crew of less than twelve."

20.1 Proposal

Article XXII. The City proposes to delete the retention of benefits clause.

20.2 Recommendation

The Panel unanimously recommends the retention of existing contract language.

21.1 Proposal

Article XXVI. The Firefighters propose the institution of an employee benefit trust.

21.2 Comment

The Firefighters in their concern over recent legislative changes in retirement seek to set up a supplementary retirement trust. The Panel feels there has been insufficient background work on the specifics of the trust and the proposal needs considerably more detail work before it will be viable for negotiations.

21.3 Recommendation

The Panel unanimously recommends that the trust proposal, as presently conceived, be rejected.

22.1 Proposal

Article XXIV. The Firefighters seek a two year agreement. The City wants a one year agreement.

22.2 Positions of the Parties

The Firefighters aver to the lengthy negotiations between the

parties to date as a reason for avoiding such time consuming efforts on a yearly basis. The Local requests a contract opener in 1979 to give them the option of further negotiations over the manning level of the new one hundred foot ladder truck. It is a new piece of equipment to be delivered in 1978. The City takes the position that it does not want to "lock itself in" to anything more than a one year contract.

22.3 Comment

I note that the expiring agreement was a three year contract. Union and City personnel have put in many exhausting hours on negotiations, fact-finding and related matters to date, and it would appear that if such will be the labor relations pattern for the future, the parties would be spared an annual ordeal by signing a contract for more than one year. More important, however, the community at large will benefit from the stability of a multi-year contract.

22.4 Recommendation

The Fact-finder recommends a minimum of two years duration for the upcoming agreement. A clause should be included providing for a contract opener, upon proper notice, December 31, 1978 in regard to:

- A. The 10/14 shift schedule
- B. The manning of newly acquired equipment.

23.1 Proposal

Appendix A - Salaries

23.2 Positions of the Parties

Since the commencement of the fact-finding procedures herein, both parties have altered their initial demands. The Firefighters seek Consumer Price Index parity plus 3% (down from 5%) for 1978 and Consumer Price Index parity based on November, 1977 through November, 1978 plus 3% for the second year of the contract.

The City has, since the start of fact-finding, raised their offer from 4% across the board to 8.8%. The City also proposes that in future contracts, CPI adjustments be calculated on an August to August basis since official CPI figures for November come out on December 15.

23.3 Comment

The City does not claim a financial inability to meet the demands of the Firefighters, but rather, that Renton firefighter salaries and benefits are disproportionate among the comparable cities, and the City through current and future bargaining seeks to bring the salaries in line. The City should be somewhat reassured in this regard by Firefighters' Exhibits 39 and 40 which indicate the comparable cities are closing in on Renton's lead. It is not undesirable that Renton remain slightly in the

forefront. This is recognized by the City (see Firefighters' Exhibit 36) as an asset in its competition with other municipalities for the most desirable personnel.

The City, in regard to salaries, minimizes the impact of the CPI, considering it "only one of six criterion" to be considered. (See RCW 41.56.460) It is however a very significant factor in regard to salary adjustment. The parties in their bargaining history have viewed it as a controlling factor. Salary increases in the past have usually been the CPI plus at least 1% for uniformed personnel. The City's most recent offer is reasonable in this regard. The City the November to November CPI will be 8.8%, and has offered the same. The Firefighters calculate that the CPI will be 9.9%, apparently based on the increase seen in the first three quarters. Based on current economic trends the Fact-finder regards the Firefighters' figures as more accurate.

Although it has been traditional to grant the Firefighters as much as 3% over the CPI, the Fact-finder does not believe it warranted herein if the parties effectuate the recommendations herein in regard to the premium pa and longevity increases. Moreover, I note from City Exhibit 5 that over the past contract term salary increases were very favorable in regard to the CPI. Therefore the Fact-finder believes a 10% increase across the board is fair and reasonable.

23.4 Recommendation

The Fact-finder recommends that effective January 1, 1978, all classifications be increased by 10%.

The Fact-finder recommends further that effective January 1, 1979, all classifications be increased in parity with the rise in the CPI, currently in use by the parties for the period of August, 1977 through August, 1978, plus one percent; or an across the board increase of five percent, whichever is greater.

Dated November 17, 1977

John Cronin, Fact-Finder
311 1st Avenue
Room 463 Colman Building
Seattle, WA 98104