

**International Association of Fire Fighters, Local No. 1997
And
Snohomish County Fire Protection Employment
Interest Arbitration
Arbitrator: Paul D. Jackson
Date Issued: 05/23/1984**

**Arbitrator: Jackson; Paul D.
Case #: 04910-I-83-00106
Employer: Snohomish County Fire Dist.
Union: IAFF; Local 1997
Date Issued: 05/23/1984**

In the Matter of the Arbitration)	
)	
of)	
)	
SNOHOMISH COUNTY FIRE PROTECTION)	WASHINGTON PUBLIC
EMPLOYMENT)	
DISTRICT NO. 1,)	RELATIONS COMMISSION
)	
Employer,)	Interest Arbitration
)	Case No. 4910-1-83-106
and)	
INTERNATIONAL ASSOCIATION OF)	
FIREFIGHTERS, LOCAL #1997,)	
)	
Union.)	
)	

Place of Hearing:	Lynnwood, Washington
Dates of Hearing:	March 29, 30 and April 6, 1984
Representing Union:	W. Mitchell Cogdill, Esg. Cogdill, Deno, Millikan & Carter Attorneys at Law 3232 Rockefeller Avenue Everett, Washington 98201-4389
Representing Employer:	Richard N. Burt

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Board of Arbitration:

**Paul D. Jackson, Esq.
Neutral Member
926 Lakeside Avenue South
Seattle, Washington 98144
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**Merlin Halverson
Union Member
Douglas Albright
District Member**

This matter comes to interest arbitration before a Board of Arbitrators pursuant to RCW 41.56.450 and involves the impasse reached in collective bargaining issues between the parties on a reopener provision in the present three year agreement, which terminates December 31, 1984. The issues submitted to the Board are changes in wages and shift schedule. The undersigned was selected by the parties to be the impartial chairman of the Arbitration Board. The partial members are Merlin Halverson for the union and Douglas Albright for the District.

The union's unresolved demands in negotiations are as follows:

- 1. Wages. The union proposed a basic wage increase of 6.5 percent effective January 1, 1984, plus a cost of living adjustment to be added to the base increase to be equal to 100 percent of the CPI for the Seattle/Everett area from May 1983 to November 1983 with the minimum COLA of 3 percent, also to be effective January 1, 1984. Additionally, another COLA would be made effective July 1, 1984 to reflect 100 percent of the CPI for the area from November 1983 to May 1984 with a minimum increase of 3 percent.**
- 2. Shift Schedule. A change in the present schedule based upon the Detroit System. From the beginning of the present contract the working hours have declined by agreement from 56 to 52. Beginning January 1, 1984, in accordance with the original**

agreement, working hours declined additionally, from 52 to 48. There has been a Kelly day assignment practice from the beginning of the present contract. The union proposes a 48 hour shift schedule based upon the Detroit schedule which would consist of three platoons, each working 24 hours on and 24 hours off for two consecutive periods and 24 hours on and 96 hours off for third period. On January 11 1984 every person on the shift would have to take every seventh day off. If there were more than seven people on the shift, more than one person would be off on the seventh day. By preassignment each person would take a specific day off depending upon his assigned number, which days are known as Kelly days.

Hearings were held on March 29, March 30, and April 6, 1984. Briefs were agreed to be filed May 8, 1984 and the partial members of the Board of Arbitrators submitted their opinions to the neutral arbitrator on May 18, 1984.

DECISION

An examination of economic and demographic statistics of comparable municipalities having fire protection departments employing full-time firemen is the principal tool used in interest arbitration cases and its importance is underlined by the fact that the use of such information is enjoined upon the board by statute, RCW 41.56.460. The most important values of this information, and the matters upon which greatest emphasis is placed by the parties, all other matters being equal, are the comparative wages, hours and working conditions, including other benefits which have monetary value, to the extent that they have direct relevance to the instant dispute.

As is usual in cases of this kind, however, the parties were unable to agree upon a joint list of comparable municipalities. In the absence of agreement, the Board must decide as best they can, from the divergent lists advanced by the parties and from the huge mass of submitted economic, and demographic material, charts and other statistics, which of the municipalities proposed by the parties should be considered comparable to the Fire District involved herein. In this case, the task was simplified by the coincidental circumstances that the parties each selected among their divergent lists six municipalities upon which they were in agreement as having comparability. These municipalities

are Lakewood, Shoreline, Federal Way, Edmonds, Lynnwood and Mountlake Terrace. Accordingly, the Board has placed reliance upon the information derived from these municipalities.

There were no important difficulties in using the statistical, economic, demographic and other information from these comparable municipalities. The districts are all in Western Washington and relatively near to each other and to populated areas. The question, in the opinion of the Board, of what wages should be paid by the District, boils down to what increase would create substantial equality between the Snohomish County Fire Protection District No. 1 and the comparable jurisdictions. No persuasive reason was advanced why the District ought not to be placed on the same plane, vis-a-vis basic compensation, with the comparable cities which had already received compensation adjustments and increases effective January 1, 1984 as a result of bargaining which concluded at an earlier time than the negotiations of the instant parties.

Although the union made strong argument for special consideration based upon a time lag in its receiving wage increases for the year 1984 as compared to the other municipalities, it is the panel's opinion that such discrepancies are inevitable when there are numerous negotiations going on at different times which involve differing historical and other considerations so that an absolute equality of contractual benefits throughout all time is impossible to achieve. To grant special consideration to compensate the employees here for benefits lost during previous months by granting greater increases now then would place them on the same current relative salary plane as the comparable municipalities would only cause a continuing cycle of disparities between the comparable municipalities to continue ad infinitum in future negotiations among the now comparable jurisdictions. Nor was it shown that the comparable municipalities are required to give COLAs during 1984.

The majority of the Board finds that the average monthly salary for a top firefighter employed by the comparable municipalities, beginning January 1, 1984, was \$2,356.33. This is \$186.33 more than the salary of a top firefighter of the District as of December 31, 1983. The District will be ordered to increase the monthly salary of its top firefighters to \$2,356.33. This amounts to a .086 percent basic increase. Such increase is 2.1 percent more than was asked for by the union; however, this is granted, partially, in lieu of any cost of living adjustments as demanded by the union, which, according to the employer, would have

amounted to a gross increase of 12.5 percent in 1984 without counting an additional cost of living increase of a minimum of 3 percent.

The salaries of starting, second year and third year firefighters and company officers, should be adjusted so as to maintain the same percentage differential between those positions and that of the top firefighter as existed on December 31, 1983.

SHIFT SCHEDULE

The union proposal of scheduled Kelly days separate and distinct from the vacation schedule, in the majority opinion of the Board, would necessarily impact other provisions of the current agreement which are not open to negotiations by changing, substantively, their application and administration. These provisions include Article D-II, Vacations and Holidays and Article E-I, Hours.

The Board is convinced that the language in Article H-III permitting the parties to negotiate concerning shift cycle changes to be effective January 1, 1984, was proposed by management in the negotiations of 1981 to allow for a change in 1984 to a 24-hour schedule and cycle compatible with neighboring comparable jurisdictions (then working a 48-hour average week with a cycle of days on and days off different from the Detroit schedule) which would have allowed for joint training schedules based on similar cycles. Moreover, the union's proposal constitutes a fundamental change in several other, unrelated working conditions of a kind not contemplated by the parties when the amendatory provision pertaining to shift schedule changes were proposed by management in 1981.

The ultimate effects of changing the shift schedule as demanded by the union are extremely difficult to prognosticate because of the complexity of their effects. It is believed, for example, that the change proposed could substantially increase the District's costs and could result in restricting the manning of the department. Nor is the Board completely satisfied that the union proposal would satisfy the grievances of its members, vis-a-vis maldistribution of leave which is said to be a principal reason for the demand. It is probable also that the buy-back provisions of the contract provided for elsewhere therein might turn out to be illusory with particular regard for the adjustment for manpower shortages which could be created by the change. Only two of the comparable jurisdictions schedule their

Kelly days, and these districts have been working with 48-hour work schedules for some time, nor are their schedules based upon the Detroit schedule as in this District's.

Because of the ramifications, complexity and importance of the union 5 demand and the fact that substantial difficulty is involved in implementing it in midyear, as well as for the other reasons mentioned herein, it is believed that this matter should be left to the present negotiations for the new contract which will go into effect January 1, 1985, in which all of the provisions of the agreement are open for study and change by those who will be most affected thereby. Accordingly, this demand will be denied.

AWARD

1. Effective January 1, 1984 the monthly salary of a top firefighter shall be increased to \$2,356.33 and other classifications increased accordingly so as to maintain their relative percentage differential in effect as of December 31, 1983.

2. Changes in the shift schedule are denied.

Dated 5/23/84

**PAUL D. JACKSON , Neutral Arbitrator
DOUGLAS RIGHT, Employer Arbitrator
MERLIN HAVERSON, Union Arbitrator**