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IN ARBITRATION

PUBLIC EMPLOYMENT
RELATIONS COMMISSION
OLYMPIA, WA

BETWEEN

LOCAL 1805, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
(Union)

DECISION

by

AND

CLARK COUNTY FIRE PROTECTION
DISTRICT NO. 6
(District, Employer)

Arbitration Panel
Kenneth M. McCaffree, Chair
Michael J. McGovern, Union Rep.
Bud Seifeit, District Rep.

RE: Contract Terms

October 12, 1987

REPRESENTATIVES:

For the Union:
James J. Hill*
For the District:
Al K. Baird**

PERC No. 6773-I-87-160

Interest Arbitration

INTRODUCTION AND BACKGROUND

These proceedings followed a declaration of impasse regarding new contract terms, pursuant to RCW 41.56 and Chapter 391-55 WAC. Mediator William A. Lang reported impasse. On February 24, 1987, Marvin L. Schurke, Executive Director of the Public Employment Relations Commission, notified the parties to proceed to interest arbitration pursuant to the statute and the Washington Administrative Code (Er. Ex. 1 and 2).

*Vice President, 7th District, International Association of Fire Fighters, 1109 South 50th Street, Tacoma, Washington 98408. (206) 473-6447.

**Staff Representative, Allied Employees, Inc., Koll Business Center, Building 17, 2447 152nd Avenue, N.E., Redmond, Washington 98052. (206) 883-3022.

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1 Accordingly, the arbitration panel, constituted as above, convened these
2 proceedings on July 20 and 21, 1987, and conducted a hearing on the issues
3 in dispute, in accordance with the statutory requirements and the rules and
4 regulations set forth in WAC 391-55-200 ff (Er. Ex. 4). Prior to a formal
5 arbitration procedure, the neutral chairman of the panel acted in a mediator
6 role in a further attempt to reconcile differences in positions and complete
7 an agreement. Since all items of the contract were not agreed upon by the
8 parties, on July 21, the parties offered testimony and exhibits on the
9 unresolved issues. Each Union and the District offered 19 exhibits alleged
10 to be relevant to the remaining issues in dispute. Closing oral arguments
11 were waived, although pertinent points were made as each issue was considered
12 by each party. Post-hearing written briefs reached the neutral arbitrator
13 in a timely manner on or about the 24th of August. The neutral arbitrator,
14 who chaired the panel and hearing, tape-recorded parts of the proceedings to
15 supplement his written notes.*

17 ISSUES

18 The list of unresolved issues were certified in Mr. Schurke's letter,
19 dated March 6, 1987, to the parties, which supplemented the one, dated
20 February 24, 1986 (Er. Ex. 1). These follow:

22 * The neutral chairman is the author of the Decision. Unless otherwise
23 shown by an attached signed amendment or other written statement, other members
24 of the arbitration panel only concur or non concur in the conclusion regarding a specific
25 provision of the new Agreement. Also, see WAC 391-55-245.

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<u>ISSUE #</u>	<u>ARTICLE</u>	<u>TITLE OF ARTICLE</u>
1.	Article 8	- Prevailing Rights
2.	Article 12	- Medical Insurance
3.	Article 13	- Vacations
4.	Article 20/21	- Overtime and Callback Pay
5.	Article 24	- Salaries
	A. Exhibit A	- Salary
	B. Exhibit B	- Longevity (Article 25)
	C. Exhibit C	- Educational Incentive (Article 32)
	D. Exhibit D	- EMT Incentive
	F. Exhibit F	- Paramedic
	G. Exhibit G	- (New)-Fire Fighter/Mechanic Pay
6.	Article 26	- Terms of Agreement
7.	New Section	- Hours of Work

PROCEDURAL ISSUE

At the beginning of the hearing, the District noted that the Union had failed to comply with WAC 391-55-220. In accordance with WAC 391-55-215, the District objected, and proceeded at the hearing, both in mediation and in arbitration, without having waived its rights under WAC 391-55-220, and other applicable rules, regulations and statutory provisions.

WAC 391-55-220 is as follows.

WAC 391-55-220 UNIFORMED PERSONNEL--SUBMISSION OF PROPOSALS FOR ARBITRATION. At least seven days before the date of the hearing, each party shall submit to the members of the panel and to the other party written proposals on all of the issues it intends to submit to arbitration. Parties shall not be entitled to submit issues which were not among the issues before the mediator under WAC 391-55-070 and before the executive director under WAC 391-55-220. (Statutory Authority: RCW 28B.52.080, 41.56.040, 41.58.050, 41.59.110, and 47.64.040. 80-14-049 (Order 80-8), 391-55-220, filed 9/30/80, effective 11/1/80).

The Union failed to follow WAC 391-55-220. It did not submit "to the members of the panel and to the other party written proposals on all of the issues . . . at least seven days before the date of the hearing." The neutral chairman of the arbitration panel received such written proposals by letter dated July 14, 1987, but none was sent to the District-designated

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1 arbitrator nor to a representative of the District involved in preparing
2 its case before the arbitrators. The Union and the District had identical
3 lists of issues, which had been certified by the mediator for impasse, and
4 by PERC's Executive Director for interest arbitration. The written proposals
5 of the Union were given to the District on July 20, 1987, at the beginning
6 of the scheduled hearing.

7 The District contends now that the failure of the Union to provide such
8 written proposals in accordance with the WAC disadvantages the District.
9 According to the District, "the only appropriate conclusion . . . is to
10 renew the contract based on the July 13, 1987, statement of position by the
11 District (Er. Ex. 5 - Letter, dated July 13, 1987, Baird to McCaffree, with
12 copies to arbitrators and the Union, with District's proposals therein).

13 In response, the Union contended that

14 Neither party was timely and the procedure which is identified in
15 WAC 391-55-220 is only a guideline. By not following the time
16 guidelines, neither party waives their right for arbitration. In
17 addition, neither party could show that they were prejudiced by
18 the late receipt of each other's arbitration position (U.S. p. 2:
19 30-3:4).

20 In addition, the Union relied upon a recent declaratory ruling of the
21 Public Employment Relations Commission on this exact issue (City of Seattle
22 vs. Seattle Police Management Association, Case No. 6768-D-87-65; Decision
23 2735-PECB, dated July 31, 1987).

24 At the hearing, the neutral chairman recognized the contention of the
25 District and afforded a full review of the District's request to set aside
26 the Union's proposals and renew the contract on the District's proposed
27 terms in post-hearing briefs. He noted at the time that he found no part of
28 the regulations expressly to provide a sanction for submitting a proposal

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1 within the seven-day period called for in WAC 391-55-220. Thus, any remedy
2 for failure to meet the seven-day period requirement for submission of
3 proposals to the other party rested upon any prejudice that accrued to the
4 party receiving the late proposals.

5 The declaratory ruling of PERC affirmed the above conclusions of the
6 neutral chairman in this case. PERC wrote as follows:

7 The question before us concerns the late submission of proposals,
8 as opposed to issues. The regulation does not expressly provide
9 a sanction for submitting a proposal within the seven-day period.
10

11 For any sanction for a late proposal to be appropriate, there
12 must be demonstrable prejudice to the party receiving it. . . .
13 Under circumstances where there has been demonstrable harm to a
14 party's ability to prepare its case, the neutral chairman may
15 fashion an appropriate remedy. . . .

16 We scarcely can conceive of any circumstance under which a
17 default or a broad suspension order would be warranted. . . .

18 We recommend that the arbitration panel first inquire as to
19 the actual prejudice suffered by the (complaintant), and, if such
20 prejudice is found, issue an appropriate sanction consistent with
21 this opinion (Ibid., p. 4-5).

22 The neutral chairman concluded that the position of the District on
23 this procedural issue should be set aside, and the panel examine the merits
24 of the proposals before it. No demonstrable harm occurred to the District
25 in this case, nor did the District claim prejudice and harm to its position,
26 fact accumulation and arguments regarding Union proposals on specific clauses
27 and Articles of the proposed Agreement. Clearly, the District knew the
28 issues, inasmuch as these were identified nearly four months prior to the
arbitration hearing. Further, the actual Union proposals submitted to the
neutral chairman by letter on July 14, 1987, and given to the District on
July 20, 1987, were identical to those given the District prior to mediation

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1 efforts in February 1987, at which agreement between the parties was not
2 reached. In addition, at the time the procedural question arose, the
3 neutral chairman afforded the District an opportunity to request a
4 continuance. Neither the District nor the neutral chairman expressed a
5 need to continue the hearing. Also, during a day and half of mediation
6 effort, only major money issues remained. Here the failure to know the
7 Union's exact wage offer prior to arbitration would alter little, if at all,
8 what the District would choose to present to document its wages and fringe
9 cost proposal. The District demonstrated a competence on and understanding
10 of the law, the facts, and their relevance to the issues remaining for
11 arbitration following mediation efforts.

12 In this case, under the circumstances here, the neutral chairman
13 concluded and ruled that the issues remaining after mediation efforts on
14 July 20 and 21 should be resolved in accordance with the standards and
15 practices of interest arbitration per RCW 41.56. and its accompanying WAC
16 sections, rather than suppress the Union proposals and arguments here
17 in favor of the District proposals for the new agreement.

18 MEDIATION RESULTS

19 During mediation efforts, the parties agreed to the following, which
20 are incorporated in and made a part of this Decision.

21 A. Issue 1 - Prevailing Rights

22 Article 8 - Prevailing Rights

23 All rights and privileges concerning wages, hours and working
24 conditions

- 25 (a) which are represented by established past practices,
26 (b) which are held by employees at the effective date of
27 this Agreement, and
28 (c) which are not expressly included in this Agreement
shall remain in force, unchanged and unaffected.

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2 B. Issue 2 - Medical Insurance

3 Article 12 - Medical Insurance, as set forth below, is agreed
4 to with regard to type, extent, and increases over the term
5 of the Agreement, subject to wage and total cost considerations
6 in the total settlement. See the District Proposal in letter to
7 McCaffree from Baird, dated July 13, 1987, which affirmed that:

8 Fire District #6 agrees to renew the existing medical plan
9 for the term of the new agreement, in addition to paying
10 cost of maintenance of benefit increases during the term
11 of the new Agreement (Er. Ex. 5).

12 C. Issue 3 - Vacations

13 The following parts of the issues over Article 13 - Vacations
14 were agreed to by the parties:

- 15 1. Delete Sections A.1 and B.1 in the current Agreement.
- 16 2. Any employee on probation on the effective date of the
17 1987 Agreement shall be grandfathered with regard to vacations
18 provided for in the current agreement for employees on
19 probation.
- 20 3. Section D. of Article 13 shall read as follows:

- 21 1) All employees shall be entitled to take their vacation
22 at periods throughout the fiscal year. Requests for vacation
23 time shall be filed on or before January 15th of each year.
24 Not more than two (2) employees from each shift shall be
25 granted vacation at any given time nor shall more than one
26 (1) officer from each shift be granted vacation at any given
27 time unless express permission is granted by the Chief.
- 28 2) In the event three or more employees select the same
vacation period, the employees with the greatest seniority
shall be entitled to first choice. If three or more employees
select the same vacation period and all have equal seniority,
then the priority shall be determined by lot.
- 3) Those employees that wish to split their vacation period
shall be entitled to a priority on the first section of the
split vacation, but the remaining section(s) of the split
vacation shall be deferred until all employees have been
granted a choice of vacation time.
- 4) Vacations shall be approved by the Chief or his
designee and shall be posted for employee's reference
(Un. Ex. 16, p. 3).

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D. Issue 4 - Overtime and Callback Pay

Article 20 and 21 - Overtime and Callback

Section A - Current Agreement

Section B - Compensation for overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time rate or one and one-half (1 1/2) in time off. (Overtime will not be paid for shift traders.)

Section C - A minimum of two (2) hours overtime shall be paid to employees when specifically called back by the District. Employees shall not respond from off-duty unless specifically called back by the District.

Section D - Current Agreement

E. Issue 5.C, 5.D and 5.G relative to Article 24 - Salaries

At the hearing the Union withdrew Issues 5.C - Educational Incentive and Issue 5.D - EMT Incentive, which it confirmed in Brief at page 2, lines 19-22.

Also, the parties announced at the hearing that the matter in dispute with regard to Issue 5.G - Fire Fighter/Mechanic had been resolved, and no longer was an issue for either mediation or arbitration.

INTEREST ARBITRATION ISSUES

Following the mediation efforts, the remaining issues for the arbitrators to decide concerned these Articles and Sections.

Issue 3 - Article 13 - Vacations, Sections A.3 and A.4, B.3 and B.4, and Union-Proposed New Sections A.5 and B.5.

Issues 5.A, 5.B and 5.F - Articles 24/25 - Salaries, Longevity and Paramedic Pay.

Issue 6 - Article 26 - Terms (Effective Date and Length) of the Agreement.

Issue 7 - Article 16. - Work Week - New Section on Hours of Work.

These issues are considered below. Inasmuch as the basic salary increase was fundamental to the decision on the remaining issues, salary changes were considered first.

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2 A. General Salary Changes

3 1. Guidelines for Arbitration of Salary Changes

4 RCW 41.56.460. Uniformed personnel - Interest arbitration panel -
5 Basis for determination. In making its determination, the panel
6 shall be mindful of the legislative purpose enumerated in RCW
7 41.56.430 and as additional standards or guidelines to aid it in
8 reaching a decision, it shall take into consideration the following
9 factors:

- 10 (a) The consititutional and statutory authority of the
- 11 employer;
- 12 (b) Stipulations of the parties;
- 13 (c) Comparison of the wages, hours and conditions of
- 14 employment of personnel involved in the proceedings with
- 15 the wages, hours, and conditions of employment of like
- 16 personnel of like employers of similar size on the west
- 17 coast of the United States;
- 18 (d) The average consumer prices for goods and services,
- 19 commonly known as the cost of living;
- 20 (e) Changes in any of the foregoing circumstances during
- 21 the pendency of the proceedings; and
- 22 (f) Such other factors, not confined to the foregoing,
- 23 which are normally or traditionally taken into consideration
- 24 in the determination of wages, hours and conditions of
- 25 employment. (1983 c 287 § 4; 1979 ex.s. c 184 § 3; 1973 c
- 26 131 § 5.)

27 Legislative purpose appears in RCW 41.56.340, as folows:

28 RCW 41.56.430. Uniformed Personnel - Legislative Declaration.
The intent and purpose of *this 1973 amendatory 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 service 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. (1973 c 131 § 1.)

NOTES:

*Reviser's note: "this 1973 amendatory act" (1973 c 131)
consists of RCW 41.56.430 through 41.56.490, 41.56.905, 41.56.910,
and the 1973 c 131 amendments to RCW 41.56.030 and 41.56.420.

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2. Interpretation and Application of Guidelines

As the parties themselves indicated, the provisions of the statute are less than precise, and use the terms of "standards or guidelines" which arbitrators "shall take into consideration" in the arbitration process. Two points should be noted. First, the statutory provisions are called guidelines or standards. As such, they allow substantial discretion by arbitrators in applying them. No precise instruction on what shall be done arises out of this language. But, second, the generality of guidelines was reenforced further by the expression "shall take into consideration." This phrase makes mandatory that arbitrators are cognizant of statutorily listed factors, but requires only that the guideline be "considered," not that it shall be blindly followed or given any specific relative weight among listed factors and determinants in arriving at a judgment or an appropriate decision vis a vis a given set of issues, as these in this case.

At the same time, both the general purpose of this legislation and paragraph (f) of RCW 41.56.460 make clear that reasoned judgement must be exercised in accordance with generally accepted practices in the field of labor relations. Since public policy is against strikes of personnel in public employment, uninterrupted and dedicated services of fire fighters and others must be properly recognized and the arbitration process, among others, used as an "effective and adequate alternative means of settling disputes." Further, arbitrators are made mindful of all factors, which "normally and traditionally" are taken into consideration in the determination of wages, hours, and conditions of employment. In the "ideal world" this directs arbitrators to seek that solution that most likely would have resulted had

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1 the parties been free to bargain in an unrestricted labor market. Obviously,
2 such a goal is hard, if not impossible, to achieve in any exact sense in
3 public employment. But, the goal does point to fundamental issues of the
4 relative positions of the union and the employer in the hiring of workers
5 and in the acceptance of jobs under conditions acceptable to both. Those
6 factors listed in RCW 41.56.460 are those evaluated by union and employees
7 in arriving at mutually acceptable terms of employment when both are free
8 to act in their own economic best interest.

9 3. Position of the Parties on Basic Salaries

10 The salary proposals by classification are set out in Table 1.

11 Basically, the Union proposed general increases of 4 percent on 1/1/87,
12 3 percent on 7/1/87, 3 percent on 1/1/88, and 3 percent on 1/1/89 over a
13 three year agreement. The cumulative increase for fire fighter first class
14 was 13.96 percent.

15 The District proposed general increases of 2 percent effective when
16 the Agreement was signed, and 2 percent each January 1 for 1988 and 1989,
17 for a three year agreement.

18 4. Factual Information

19 a. No issue arose regarding the statutory authority of the
20 District to enter into an agreement, or to meet reasonable conditions of
21 such an agreement. Further, the parties made no specific stipulations
22 regarding wage issues, other than agreement on the aspects of salary
23 increases that are before the arbitrators.

24 b. The major arguments and most of the facts related to the
25 comparisons on wages, hours and conditions of employment and how these may
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1 be examined among "like personnel of like employers of similar size. . . ."
2 Differences arose regarding measures of size, such as over number of employees
3 in the fire department or district, number of employees in the bargaining unit,
4 number of employees by classification or position, budget, taxation base,
5 number of aid personnel, geographic dispersion of facilities, population
6 size, nature of industry served, rural and urban locations, and so forth.
7 Although size is noted in the statute, as pointed out above, the guidelines
8 include "such other factors, which are normally and traditionally taken into
9 consideration . . ." in wage determination. These include the relative
10 difficulty in hiring new employees, turnover and quit rates, quality,
11 competence and congeniality of employees and management, including the
12 policy makers, age and conditions of facilities and equipment, and the
13 general atmosphere of the employment relationship. More general economic
14 conditions, such as unemployment rate, general level of living standards and
15 personal income, are not irrelevant. The statute notes, also, that changes
16 in cost of living may be relevant.

17 Here the parties offered several tables of salary rates, presumably
18 among "comparables." As prepared by the arbitrators, Table 2 includes the
19 first class fire fighter salaries as of January 1, 1987. Part I represents
20 the fire departments and districts used by the Union. Part II show the
21 Washington areas referenced by the District, and Part III are neighboring
22 districts and areas in Oregon. Size is used as the criterion for comparison.

23 Those districts selected by the Union have a weighted first class
24 fire fighter salary of \$2560, the District group was \$2484 and the
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TABLE 2

MONTHLY SALARIES FOR FIRST CLASS (TOP) FIRE FIGHTERS IN
26 SELECTED FIRE DISTRICTS, ON JANUARY 1, 1987, BY
SIZE OF DISTRICT AND ORGANIZATION SELECTING DISTRICTS

<u>FIRE DEPT. OR DISTRICT</u>	<u>SIZE OF A UNIT</u>	<u>MONTHLY SALARY^b</u>	<u>WEIGHTED AVERAGE SALARY</u>
<u>UNION LIST - PART I</u>			
Pierce Co. Dist. No. 7	17	\$2845	
Shoreline King Co.	45	2735	
Burien King Co.	27	2722	
Spring Glen	23	2640	
Puyallup	29	2608	
Edmonds	22	2586	
Lynnwood	30	2575	
Kitsap Co. Dist. No. 7	25	2474	
Clark Co. Dist. No. 4	15	2450	
Clark Co. Dist. No. 5	54	2427	
Longview	42	2426	
Lacey	33	2421	\$2560
<u>DISTRICT WASHINGTON LIST - PART II</u>			
Puyallup	29 (23) ^c	\$2714	
Redmond	15 ^a (15)	2616	
Edmonds	22 (17)	2586	
Yakima	51 ^a (51)	2519	
Kennewick	27 ^a (27)	2501	
Bremerton	NA (20)	2488	
Port Angeles	12 ^a (12)	2486	
Clark Co. No. 4	15 (12)	2450	
Longview	42 (36)	2426	
Bellingham	54 (45)	2405	
Wenatchee	16 ^a (16)	2362	
Chehalis	NA (12)	2078	
Hoquium	19 ^a (19)	2066	
Mt. Vernon	11 ^a (11)	2047	\$2484
<u>OREGON DISTRICTS - PART III</u>			
Lake Oswego	28	\$2275	
Milwaukie	23	2424 ^d	
Oregon City	23	2286 ^d	
Clackamas Co.	23	2305 ^d	
Hillsboro	41	2225 ^d	\$2290

Notes:

a. Number of employees in category of fire fighters. Other are employees in the unit. See Union Exhibit 4; Employer Exhibits 14, 15, 17, and 18.

b. Salary data from Union Exhibit 6 and salary data requested by arbitrator (Jt. Ex. 1).

c. Weights used for numbers in bargaining unit when number in fire fighter class not known. Some small inaccuracy may exist here for those units identified with footnote "a."

d. Includes premium for paramedic qualifications.

Source:

Union Exhibit 6, Employer Exhibits 13, 14, 15, and 17; and Joint Exhibit 1 (the latter was table of data submitted by Mr. Hill on 9/4/87).

DATA for all tables come from these sources, unless otherwise stated.

1 Oregon Districts only \$2290, including the premium for EMT.* The 1986
2 District salary was \$2332, or just 10% below the Union comparison group,
3 6% below the District group, and 1.8% above the nearby districts across
4 the Columbia River in Oregon with EMT premium and 6% above those districts
5 without the EMT premium. If the six districts closest geographically to
6 Clark County District No. 6 are examined above, excluding the Oregon districts,
7 the weighted monthly salary was \$2364 on January 1, 1987, or only 1.4% above
8 the District salary for first class fire fighters.

9 The neutral arbitrator asked for certain historical data which were
10 relatively sparse (material sent by the Union on September 4, 1987,
11 marked here Jt. Ex. 1). From those data and others, Table 3 sets forth
12 the 1983 and 1987 monthly salary rates of top fire fighters for 15 districts
13 plus the instant one. The number of bargaining unit members was estimated,
14 for the most part, by subtracting an estimated number of paid employees
15 not under the collective bargaining agreements from the totals of employees
16 reported.** Again average salaries, weighted by the number of employees in
17 the districts, were used for these 15 districts.

18 *Averages were determined by weighting each district salary by the
19 number of employees in the department in bargaining unit, as the data would
20 permit. Arithmetic averages, which give equal weight to a district salary
21 with only 15 or 16 employees compared to a district salary with 45 or 54
22 employees, distort the true or actual picture of salaries in the comparable
23 groups.

24 **Roughly two employees in each 10 reported for a district were excluded.
25 Any nominal errors here affected the weighted averages by very little. For
26 example, among the eight districts offered by the Union in Table 3 using
27 weights of the number of employees reported in Union Exhibit 6 and the
28 arbitrator's estimate in Table 3 left the weighted average salary essentially
unchanged from \$2591 to \$2588. See Table 3.

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TABLE 3

MONTHLY SALARIES OF FIRST CLASS (TOP) FIRE FIGHTERS IN FIFTEEN
SELECTED DISTRICTS ON JANUARY 1, 1983, AND JANUARY 1, 1987,
BY RANK AND CHANGES OVER THE FOUR YEAR PERIOD

DEPARTMENT OR DISTRICT	1987 SIZE OF A UNIT	1983 SALARY	1983 RANK	1987 SALARY	1987 RANK	1983-87 RANK CHANGE	1987 ESTIMATED CLARK CO. NO. 6 SALARY
1. Spring Glen	18	\$2004	13	\$2640	4	+9	
2. Puyallup	23	2303	1	2608	5	-4	
3. Pierce Co. 7	14	2289	3	2845	1	+2	
4. Edmonds	17	2287	4	2586	6	-2	
5. Shoreline (King Co. 4)	36	2293	2	2735	2	0	
6. Burien (King Co. 2)	22	2233	5	2722	3	+2	
7. Longview	36	2096	9	2426	11	-2	
8. Clark Co. 5	44	2128	6	2427	10	-4	
9. Hoquium	19	1855	15	2066	15	0	
10. Port Angeles	12	2127	7	2486	9	-2	
11. Mt. Vernon	11	1767	16	2047	16	0	
12. Bellingham	54	2089	10	2405	12	-2	
13. Kennewick	27	2119	8	2501	8	0	
14. Yakima	51	2080	11	2519	7	+4	
15. Wenatchee	16	2032	12	2362	13	-1	
Districts 1-8 ^b	Weighted	2194		2588		17.95%	\$2357
Districts 9-15 ^b	Weighted	2046		2352		14.73%	\$2292
All Districts	Weighted	2124		2479		16.71%	\$2332
Clark Co. No. 6	26	1998	14	(2362)	14	0	\$2362

Notes:

a. See test for explanation

b. Districts 1-8 come from Union list, and Districts 9-15 come from District or arbitrators lists. See Union Exhibit 6; Employer Exhibits 13, 15, and 17; and Joint Exhibit 1.

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1 Using the eight districts proposed by the Union, the weighted average
2 percentage change in four years was 17.95%. If the District's salary for
3 top fire fighters increased accordingly, the monthly rate would be only
4 \$2357 on January 1, 1987, or about a 2% increase. Data for the District
5 group, and for all districts, indicated that no change in salary in 1987
6 would show an increase in the District's top fire fighter salary comparable
7 to the comparison districts between 1983 and 1987. Further, if one examined
8 salary level rank among these districts in Table 3, a constant rank for
9 Clark County District No. 6, relative to other districts, would set the salary
10 of first class fire fighter at \$2362, a move upward by four in rank order,
11 the most of any district but one achieved between 1983 and 1987, would
12 suggest a salary level at about \$2420, or a 1987 increase of 3.8%.* The
13 annual percentage increase for the District's employees were 10 percent in
14 1984, three percent in 1985, and 2½ percent in 1986, or 16.7 percent by
15 1986 on the base 1983 salary (Er. Ex. 13).

16 Table 4 contains the percentage change in weighted average top fire
17 fighter salaries for five districts where data were available both in
18 1982 and 1987. The increase was 26 percentage points, which, if applied to
19 Clark County District No. 6, would indicate a January 1, 1987, salary of \$2436,
20 i.e. 26 percent higher than what was paid on January 1, 1982, or a 4.45%
21 increase in 1987 over 1986.

22
23 *The 30 percent increase at Spring Glen is an anomaly. This increase
24 represents such a difference from all others that some unusual circumstances
25 must account for that increase. The salary was used in all weighted averages.
26
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28

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TABLE 4

MONTHLY SALARIES OF FIRST CLASS (TOP) FIRE FIGHTERS IN FIVE
SELECTED DISTRICTS ON JANUARY 1, 1982, and JANUARY 1, 1987,
BY RANK AND CHANGES OVER THE FIVE YEAR PERIOD

<u>DISTRICT</u>	<u>1987 SIZE</u>	<u>1982 SALARY RANK</u>	<u>1987 SALARY RANK</u>	<u>1982-87 CHANGE</u>	<u>1987 ESTIMATE CLARK CO. DISTRICT NO. 6</u>
Pierce Co. District No. 7	14	\$2081 1	\$2845 1	0	
Lynnwood	25	2057 2	2575 2	0	
Clark Co. District No. 5	44	1970 3	2427 4	-1	
Yakima	51	1940 4	2519 3	+1	
Wenatchee	16	1935 5	2362 5	0	
All Districts	150	1981	2515	26%	
Clark Co. District No. 6	26	1933 6	(2362) (6)		\$2436

Source: See Table 2

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1 A similar calculation was made from data in Table 5 for the year 1986
2 to 1987. Here data were available for only nine districts, by combining
3 information from Joint Exhibit 1, Union Exhibit 6 and Employer Exhibits 15
4 and 17.* Again, the numbers in the bargaining unit were estimated and used as
5 weights on the monthly salary. For these nine districts, the weighted
6 salary increases for top fire fighter was 4.93 percentage points for 1987
7 over 1986. When this percentage is applied to the Clark County Fire
8 District No.6 1986 monthly salary, the amount was \$2447. In addition,
9 Joint Exhibit 1 indicated a 4.35% increase for top fire fighters on 1/1/88 in
10 Wenatchee and 6% in Hoquium. Although from other sources, the Hoquium
11 increase appeared to represent more than a single year increase.

12 c. The remaining specific factor noted in the statute as a
13 guideline for arbitrators and others in determining wages and other cost
14 items was the "cost of living," normally measured by the Consumer Price
15 Index (CPI). Here the Employer reported a 3.2% increase in the CPI over
16 the term of the current contract, or a 1.6% annual increase (Er. Ex. 7).
17 These data contrasted to an annual average salary increase of 3% (Er. Ex. 8).
18 Between 1978 and 1986, prices rose 69%, but Clark County District No. 6 first
19 class fire fighter monthly salary rate rose 94%, according to the District,
20 or about an average of 3% per year more than the cost of living rose over
21 these eight years.

22 d. Lastly the District contended that the economy of the
23 Vancouver, Washington, and Portland, Oregon, area was depressed relative

24
25 *Because data were combined from different sources, and errors were
26 known to exist of some magnitude, these data in Table 5 are the least
27 reliable of those reported in Tables 2 through 4, although a measure of
28 consistency appeared in these data with other verified information.

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TABLE 5

PERCENTAGE CHANGE IN WEIGHTED AVERAGE SALARIES OF
TOP FIRE FIGHTERS FOR NINE SELECTED DISTRICTS
FOR BETWEEN JANUARY 1, 1986, AND JANUARY 1, 1987

<u>DISTRICT</u>	<u>SALARY WEIGHTS</u>	<u>SALARY 1986</u>	<u>SALARY 1987</u>	<u>PERCENTAGE CHANGE</u>	<u>1987 ESTIMATE CLARK CO. DISTRICT NO. 6</u>
Edmonds	22	\$2511	\$2586		
Port Angeles	12	2437	2486		
Puyallup	19	2609	2609		
Mt. Vernon	11	1988	2047		
Hoquium	19	2066	2066		
Wenatchee	16	2305	2362		
Yakima	51	2325	2519		
Kennewick	27	2359	2501		
Redmond	15	2503	2616		
Weighted Salary		2354	2470	4.93%	
Clark Co. No. 6	26	2332		(4.93%)	\$2447

Notes:

a. These data may have errors, since some interpretation of Employer Exhibits and Joint Exhibit 1 was necessary, such as for Hoquium.

Source: See Table 2

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1 to other areas, especially the Puget Sound communities. Here the District
2 cited such things as the Alcoa plant closing, loss of jobs, and new plants
3 opened only with much lower wages (Er. Ex. 10). Note was made also that
4 regular Washington State employees get only 3 percent in January 1988,
5 another three percent in 1989, and public school teachers a comparable
6 amount (Er. Ex. 11). Some private employers settled without any wage
7 increases (Er. Ex. 19). On the other hand, the Union cited the relatively
8 rapid rise in administrative salaries in the District compared to the first
9 class fire fighter salary rate (Un. Ex. 19).

10 Data similar in most respects regarding salary for lieutenants and
11 captains were introduced by both parties (Un. Ex. 8, 9, 10 and 11; Er. Ex.
12 14, 16, and 18). The details of these data are set forth below as
13 necessary.

14 5. Analysis of Data and Conclusions

15 Two conclusions arise from the above data. Substantial evidence
16 indicated that some increase would be appropriate, and, simultaneously, that
17 a first year seven percent increase for first class fire fighter could not
18 be justified. With the exception of the level of salaries across the
19 Columbia to the south, the current raw data of monthly salary level exceeded
20 the current rate of \$2332 for first class fire fighter in most cases. But
21 outside the urban and metropolitan area of Seattle, the rates do not support
22 the Union-proposed seven percent 1987 increase. Thus here the issue
23 rested on selecting an increase somewhere between two percent, as proposed
24 by the District, and a four to five percent increase represented by the
25 salary level of other Washington Districts compared directly to the Clark
26 County District No. 6 level.

27
28 *This analysis uses the first class fire fighter rate as the key rate. The
discussion below addresses the structure of rates about the top fire fighter
salary level. See page 29, subsections c and d.

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1 The Union used reasonable arguments to support the use of certain
2 districts, claiming these districts were comparable by number of employees,
3 population, and budget. However, these criteria are highly intercorrelated,
4 and exclude other factors relevant to salary comparisons. Location, for one,
5 as noted above is relevant. In addition, every labor market has a structure
6 of rates around the same job titles or classifications. This is so because
7 management varies, equipment is different, population density and geography
8 affect response time and ease or difficulty in carrying out duties. As the
9 list noted above, a whole host of factors affect salaries, even though in a
10 functioning market rates tends toward a central level. High wage firms get
11 more highly productive workers, and some managers drive away good workers,
12 or good ones may attract high quality workers at lower wages than other
13 supervisors could do. Further, salary varies in accordance with most
14 non-pecuniary conditions of employment, as some of the above factors
15 would suggest.

16 Thus, the use of a single criterion, as size, although relevant,
17 obscures other factors not always so readily measurable, but nevertheless
18 important. Thus, some basis for comparison other than a comparison of
19 salary amount by size of unit at a point in time is necessary. Here,
20 trend through time, as the market structure of wage forms and moves,
21 indicates and captures the complex of factors that makes up the wage level.
22 An important factor will push one firm (district) up or down in the market
23 structure as it reflects how the Union, its members, and supervision view
24 the factor. And the relevance of each such factor will vary from time to time
25 and place to place over time, even though, on balance, the pressures of a
26 market, and/or a union-management relationship, will tend to move towards
27 standardization and uniformity of wages and conditions.
28

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1 Here the salary level of Clark County District No. 6 has traditionally
2 been lower than others for whatever reasons. Using the comparison groups in
3 Table 3, proposed by the Union, keeping Clark County No. 6 in a comparable
4 position in that market structure would require less than a two percent
5 increase in 1987. However, to allow some central tendency, a 3.8% increase
6 would move the District's salary level rank up by two ranks in Table 3. The
7 limited data in Tables 4 and 5 support an increase somewhat more than 4 percent
8 in January 1987. Both the modest change in the CPI and the relatively less
9 booming economy around the District militate against the 4 percent increase.

10 The arbitrators propose a 3½ percent increase for January 1, 1987, for
11 the first class fire fighter. This represents about a 2 percent increase
12 over the CPI change, which represents a reasonable rate of growth in real
13 income. Further such an increase would raise the District salary level upwards
14 more towards the central tendency of the comparable market area. Finally, this
15 increase of 3½ percent would provide the first class fire fighter with a salary
16 of \$2414 per month, compared to \$2427 in Clark County District No. 5, \$2426
17 at Longview, \$2450 in Clark County District No. 4, \$2421 in Lacey, and
18 higher than for the cases of Chehalis at \$2078 and Hoquium at \$2066. The
19 latter with a 6 percent increase on January 1, 1988, may well catch up with
20 Clark County District No. 6 by three percent or more. Among the districts
21 cited by the parties, these districts are the ones geographically the closest
22 to the District in the state of Washington. Finally, the proximity and level
23 of salaries just across the Columbia River in the same worker recruitment area
24 as the District ameliorated further the claim for an increase in 1987
25 in excess of 3½ percent over the 1986 first class fire fighter salary.
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1 6. Other Salary Schedule Issues

2 a. Although the District contended that any change in salary
3 should be effective after signing, the tradition of an effective date of
4 January 1 was well established and should be continued. No persuasive
5 factor existed to suggest any different determination. Thus, the panel
6 sets the effective date of the salary change for 1987 at January 1.

7 b. Both parties presented proposals for agreements of three years
8 in length. No arguments were made for wage reopeners, and, accordingly,
9 salary increases over the term of the Agreement were appropriate, although
10 none during 1987 beyond the 3½ percent effective on January 1, 1987.

11 A paucity of data existed for use to determine wage changes for 1988
12 and 1989. Both parties proposed changes on January 1, 1988, and again on
13 January 1, 1989, by differences of 1.6% and 1.28% in each year respectively
14 (Table 1). No data were presented by either to support these proposals
15 directly. Examination of the Agreements in Union Exhibit 13 showed six
16 of twelve to have salary changes agreed to for January 1, 1988, and six
17 under negotiation. These settlements were at about 2½ percent with some
18 possible upward CPI adjustments, except for the unusual wage adjustment in
19 Clark County District No. 5. Also, the CPI has drifted upward in 1987 and
20 thus supported some increase over the 2 percent offered by the District.
21 Washington State employees will receive 3 percent on both January 1, 1988,
22 and again on January 1, 1989 (Er. Ex. 11). Oregon employees received
23 increases no greater than those, nor were other salary increases indicated
24 to suggest any amount much above three percent per year.

25 On the basis of these data, the panel sets the first class fire
26 fighter salary increases at three percent each year on January 1. Then
27
28

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1 the January 1, 1988, monthly salary will be \$2486 and the January 1, 1989,
2 monthly salary will be \$2561 for first class fire fighter.

3 c. With regard to those on probation and lower class fire fighters,
4 both parties recognized that the entry level salary scales were relatively
5 high. Clearly, the most convincing evidence of this was the ratio of nearly
6 twenty to one in applicants for jobs to be filled in the District during the
7 early part of 1987. In addition, both parties proposed a downward modification
8 in the percentage the salary of each lower classification should represent of
9 the first class fire fighter salary. Ease of administration and the above
10 facts indicated some simplification of the structure, as well as a much
11 smaller increase, if any, for the lower classification.

12 The arbitrators adopted the following for the next three years.

<u>Position</u>	<u>January 1</u>				<u>%</u>	<u>%Increase</u>
	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>		
15 First Class (over 36 months)	\$2332	\$2414	\$2486	\$2561	100	9.81
16 Second Class (25-36 months)	2190	2190	2247	2305	90	5.25
17 Third Class (13-24 months)	1997	1997	2023	2049	80	2.60
18 Probation (7-12 months)	1868	1868	1894	1921	75	2.83
19 Probation (0-6 months)	1738	1738	1765	1793	70	3.16

20 The percentages used to adjust the salaries of the lower classification
21 represented approximately an averaging of those proposed. For example, in
22 the case of the new employee in 1989, the Union placed the entry wage at
23 68.7 percent of the first class fire fighter salary. The Employer's
24 percent was 72.3. Further, the actual dollar increases are larger the
25 higher the classification, even though the percentage change was lower. Also,
26 with regard to employees in all of the lower classifications, say for a third
27 class fire fighter, the salary change from 1988 to 1989 will represent a
28

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1 movement from a salary of \$2023 to \$2305 as the employee moves up in position,
2 or an increase of over 13 percent, not one of 2.60 percent.

3 d. With regard to lieutenants and captains the data presented in
4 both Union and District materials show wide variation in the salaries of
5 lieutenants and captains as well as in the ratios of these salaries to top
6 fire fighters. Such variations should exist by reason of the wide variation
7 in responsibilities assigned to these personnel.* Here little data came
8 forth exactly on what the supervisor duties were and how these compared
9 among districts. Thus, less reliance was placed upon comparisons of the
10 salary level per se because of this fact as well as for the reasons discussed
11 above for fire fighter salary levels.

12 An analysis of the ratio of salaries of lieutenants and captains to
13 the top fire fighters varied from as much as 25 percent differential for a
14 captain to as low as 10 percent or so. For lieutenant salaries in relation
15 to fire fighter salaries, the ratio ranged from over 18 percent to only four
16 percent. In most cases, the data in the District's exhibits and those in the
17 Union's exhibits showed the ratios of Clark County salaries to be relatively
18 low among districts in Table 2 (Un. Ex. 8, 10; Er. Ex. 14, 16, 18). Further,
19 the ratio of lieutenant to fire fighter salaries in the Oregon districts
20 average over 8%, higher than for the District.

21 The District had a very low ratio of lieutenant and captain salaries to
22 the top fire fighter salary when compared to other districts in Table 2.
23 Therefore, some adjustment seemed appropriate. The arbitrators adopted the
24 Union-proposed percent salary differentials for captains and for lieutenants
25 over that of the top fire fighter salary, 12 percent for captain and 6 percent
26 for lieutenants in 1989.

27
28

*For example, Clark County District No. 4 has only a captain, no lieutenant
positions, whereas Longview and Lacey employ only lieutenants under their
agreement and have no captain classification (Un. Ex. 13).

1 The following represented the salaries for lieutenants and captains
2 over the next three years.

3

4 January 1

5 <u>Position</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>% Increase</u>
6 Captain, Shift Leader	\$2567	\$2668	\$2768	\$2868	11.72
6 Lieutenant	2438	2532	2624	2715	11.36
7 First Class Fire Fighter	2332	2414	2486	2561	9.81

8 B. Longevity and Paramedic Pay

9 1. Longevity

10 The District proposed to eliminate longevity pay, except to
11 grandfather those employees already eligible. The Union proposed to double
12 the monthly allowance, which begins with ten years of service.

13 Longevity pay is not universal, although paid in many districts.
14 One-third of the Union's comparison districts do not have longevity including
15 two of the four districts geographically nearest the District. Further,
16 among the districts, although some variation existed among districts in the
17 amount of longevity pay, none had made changes in their current contracts,
18 which overlapped 1987 and subsequent years. In most instances, where
19 districts had longevity pay, the amounts equalled or exceeded the current
20 payments in the District (Un. Ex. 13, 14 and 17).

21 Longevity pay is interrelated with other elements of compensation, as
22 well as the character and make-up of the work force. Given no clear picture
23 here regarding the prevailing practice nor the relationship of longevity to
24 salary level and work force characteristics, no firm basis existed for a
25 change in the longevity pay. Accordingly, the arbitrators leave this
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1 element of the salary system undisturbed and incorporate the current
2 longevity pay rates in the Agreement.

3 2. Paramedic Pay

4 The current paramedic premium is \$30.00 per month up to 12 months
5 of service, and \$100.00 per month thereafter. The Union seeks an increase
6 to \$150.00 per month, whereas the District offered a seven percent increase
7 for paramedics.*

8 Again, only a few comparison districts, as in Union Exhibit 12, pay a
9 specific premium for the paramedic. In these cases, the payment was
10 incorporated in a fire fighter salary schedule. Eight of the twelve
11 districts in Union Exhibit 12 make no specific separate provision for
12 paramedic pay, although the amounts incorporated in salaries in these cases
13 represent amounts substantially in excess of the amounts in the District.
14 Data were unavailable to examine specifically what special qualifications
15 were demanded of fire fighters in high salary districts cited by the Union.
16 They may be required to have more than the "normal" emergency medical training
17 and paramedic qualifications.

18 From the various available paramedic salary levels and premiums added in
19 other cases, a general average for paramedic indicated that the \$100.00 per
20 month in the District was low. Accordingly, the arbitrators set the paramedic
21 scale at \$50.00 per month for 0 to 12 months, and \$125.00 per month after
22 13 months.

23 C. Vacations

24 The differences between the Union and District regarding vacations were
25 (1) whether 15 year employees should now receive 11 shifts vacation per year

26 *The exact intent of the increase was somewhat unclear, but is
27 interpreted to mean \$107, not 7 percent of the fire fighter monthly salary.
28

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1 rather than the current 10, and (2) whether 20 year employees should now
2 receive 12 shift vacation per year rather than the current 10. The District
3 proposed the current provision in the Agreement.

4 The direct data came from Union Exhibit 16, which shows that the twelve
5 districts used by the Union averaged only .6 shift more vacation shifts than
6 the District for 15 year employees and 1.1 shifts more vacation shifts than
7 the District for 20 year employees. Clearly, the number of off-duty days
8 and the normal work schedule of fire fighters raise no great issue over the
9 need for longer vacations, as breaks from the rigor, routine, and monotony
10 of the job. What is at issue here is the same pay with less on-duty status,
11 and the extent and uniformity of days off among districts, fire departments
12 and bargaining units. As such, this issue combines with the proposed hours
13 reduction proposal of the Union.

14 The data indicated a rather clear pattern that the 10 shift vacation of
15 Clark County District No. 6 is now a full shift behind comparison groups on
16 vacation days per se. This is most clear for the four near districts
17 (Longview, Clark County No. 4, Clark County No. 5 and Lacey). Thus, the
18 arbitrators set the vacation at 11 days after 20 years service. The vacation
19 provision would read as follows.

20 Article 13 - Vacations

21 Section A

22 4) Employees who have completed ten (10) years but
23 less than twenty (20) years of continuous service shall
24 be entitled to ten (10) consecutive working shifts per
25 year of vacation.

26 5) Employees who have completed twenty (20) years or
27 more of continuous service shall be entitled to eleven
28 (11) consecutive working shifts per year.

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1 An appropriate revision of Section B shall also be made to coincide with
2 Section A.4 and A.5. The vacation changes shall be effective on January 1, 1988.

3 D. Hours Per Week

4 The District proposed that the hours worked per week and the current
5 provisions of the Agreement be maintained. The Union proposed a reduction
6 in hours, from the current scheduled 56 per week system to 55. The reduction
7 would occur through a "Kelly day," such that after 24 shifts had been worked,
8 the employee would take a shift off to account for the reduction in the work
9 week from 56 to 55 hours. Thus in a year's time, the employee would work
10 two days less, but receive the same salary.* The Union proposed that the
11 work week reduction begin on January 1, 1989.

12 The work week reduction has taken the form, in a three shift platoon
13 system, of days off at regular intervals, called Kelly days. These days
14 reduce the total number of days on duty in the same manner as a holiday or
15 vacation day. Thus the basis for comparison is the number of days off work,
16 not the length of the work week. Further, the number of days off is
17 complicated by the practice in some districts of paying for holidays worked,
18 thus more pay and more work, at an overtime rate, whereas work week reduction
19 implies less work and the same pay.

20 On the above basis, some variation in days off for all reasons do vary
21 among districts, and for the same reasons as salaries may vary. Here, the
22 four near districts to Clark County District No. 6 have about the same number
23 of days off, Kelly, holiday and vacation. On that basis, the arbitrators

24
25 *The comment above indicated the similarity between the vacation
26 proposal and the hours reduction proposal of the Union.
27
28

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1 found no justification at this time to reduce the work week and award
2 employees more days off or Kelly days. No change is made in the hours of
3 work as set out in Article 16.

4 E. Term of Agreement

5 Based on the above analyses, and the positions of the parties, the
6 arbitrators set the term of the Agreement for January 1, 1987, to
7 December 31, 1989, or three full years, without reopeners, except by
8 mutual consent.

9
10 CONCLUSIONS

11 No specific attention was directed at the health and insurance costs.
12 These have been noted. Specifically in the summary table of the Union in
13 its Exhibit No. 18, the insurance costs to the District rank almost the
14 highest of those districts used by the Union, and do ameliorate over all
15 upward changes in costs to the District. Based on the 3½ percent general
16 increase afforded the first class fire fighters, an adjustment of the total
17 of \$36,733 by such a percentage in Union Exhibit 18 makes the position of
18 the District's total package cost rather comparable with those districts
19 nearby, as Clark County District No. 4, Longview, Lacey, and even Clark
20 County District No. 5, over the next two years.* The overall package is
21 a reasonable one. It was designed to move the District slightly nearer the

22 *As the neutral chairman indicated at the hearing, this table has
23 some double counting, and treats Kelly days differently than holiday or
24 vacation days. How those factors affect the comparison was not entirely
25 clear.
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1 central set of conditions of comparable districts. The decision of the
2 arbitrators does not depend upon a single district or those whose geographic
3 distance, internal organization, and other factors may make them appear with
4 conditions substantially better than Clark County District No. 6.
5

6 Respectfully submitted,

7
8 Kenneth M. McCaffree
Neutral Chairman

9 KMM/jj

10 October 12, 1987
11 Hansville, Washington

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