

IN THE MATTER OF INTEREST)
 ARBITRATION)
)
 BETWEEN)
)
 SPOKANE COUNTY FIRE DISTRICT NO. 9)
)
 AND)
)
 INTERNATIONAL ASSOCIATION OF)
 FIREFIGHTERS, LOCAL 2916)

PUBLIC EMPLOYMENT
 RELATIONS COMMISSION
 OLYMPIA WA
 OPINION
 AND
 AWARD

Hearing: June 2, 1993

Post-Hearing Briefs: Received July 9 and July 12, 1993

Neutral Arbitrator: David C. Auble
 Auble & Associates, Inc.
 107 South Howard, Suite 300
 Spokane, Washington 99204

Partisan Arbitrators: (DISTRICT) Duane Wilson
 Duane Wilson & Associates
 Garden Court Building
 W. 222 Mission, Suite 126
 Spokane, Washington 99201

(UNION) Dr. Shik C. Young, Professor of Economics
 Department of Economics
 Eastern Washington University
 Cheney, Washington 99004

Representing the District: Otto G. Klein, III
 701 Fifth Avenue, Suite 6100
 Seattle, Washington 98104

Representing the Union: Barry Ryan
 East 1017 Mission Avenue
 Spokane, Washington 99202

I. STATEMENT OF THE CASE

Pursuant to RCW 41.56, Neutral Arbitrator David C. Auble was selected by Spokane County Fire District No. 9 and by the International Association of Firefighters, Local 2916, to make an interest arbitration award on several issues remaining in their collective bargaining negotiations. Also selected to serve on the arbitration panel were Duane Wilson, Partisan Arbitrator for the Fire District, and Dr. Shik Young, Partisan Arbitrator for the Union.

A hearing was held at the Shilo Inn, Spokane, Washington, on June 2, 1993, from 9:00 a.m. until 9:10 p.m. Both sides were afforded a full opportunity to make their presentations, to examine and cross-examine witnesses, and to file post-hearing briefs. The last post-hearing brief was received by the arbitrators on July 12, 1993, and the hearing was effectively closed at that time. Subsequent to the June 2 hearing, the arbitration panel members met on June 9, June 15, and July 16, 1993, for the purpose of arriving at a decision regarding the matters at issue in this case.

II. ISSUES

Although several issues were discussed during the open hearings, it appears that the primary issues to be resolved by the arbitration panel are as follows.

A. Paid firefighter wages for the calendar year 1992. During the hearings, the Union requested that salary levels for 1992 be set by the panel, and salary levels for calendar year 1993 and thereafter, be reopened for negotiations. The Fire District requested that the arbitration panel set salary levels for 1992, 1993, and 1994.

- B. Progression in pay scale.
- C. Disposition of resident volunteer firefighters.
- D. Quarter Master System versus clothing allowance.

III. BASIS FOR DECISIONS BY THE PANEL

The arbitration panel met on June 2, 1993, and took approximately 11 hours of testimony from the Union representatives and the Fire District representatives. Subsequent to that, the arbitration panel met on June 9, 1993, for 1½ hours to discuss how the panel would handle resolving the dispute, but did not discuss the issues at any length at that point, because the briefs had not been delivered to the panel members at that time. Subsequently, the panel reconvened on June 15, 1993, and met from 9 a.m. until 12 p.m., discussing the specific issues at hand. On July 16, 1993, the panel again met from 1:00 p.m. to 4:30 p.m. and resolved the issues, after having reviewed the briefs and discussed the testimony. It should be pointed out that most issues were resolved by consensus with all three arbitrators agreeing on the conclusions reached. Considerable discussions were had on all issues, and primary emphasis in the discussions was placed on comparable contracts from other districts. Both the Union's comparable contracts and the Fire District's comparable contracts were considered, and neither were rejected in total by the panel.

During the hearings, it was apparent that the Union had chosen to report, for comparable purposes, the 1993 wage level in their comparable contracts. The Fire District, on the other hand, used 1992 wage levels for comparables. As a result, it was necessary for the panel to go back to the Union's contracts and determine what the 1992 wage levels were for comparison

purposes. Once this was done, the difference between the two sets of comparables was rather significantly reduced. The Fire District also presented testimony relative to the cost of living differences between the Puget Sound area, where the Union's comparables were located, and eastern Washington cities and counties, where the District's comparables were located. The arbitration panel members felt that this was a reasonable consideration, and the testimony of Brent Baker, the Union's consultant, was accepted as being relevant to the issue of cost of living adjustment for the comparables. The panel chose to adjust the 1992 wage levels of the Union's comparables by the factors presented in the District's brief. Once this was accomplished, it was clear that all of the comparables tended to fall into the same general pattern of wage level.

The next issue considered by the arbitration panel was the comparability of the various cities and districts to Spokane County Fire District No. 9. As has been the custom in the past, population served has been a primary consideration. The population served in Fire District No. 9 is not clear, as testimony did not provide the panel with a clear indication of what the population served is. There was nearly a 100% difference in the reported population between the Union and the Fire District. Since some of the panel members have familiarity with population in the community, the panel chose to agree that the population served is probably in the range of about 25,000. The arbitration panel then concluded that a half up and half down method of selecting the best comparables would be appropriate. This eliminated five of the eight Union comparables but none of the District's comparables. However, it should be pointed out that the panel effectively considered all of the comparables, but in essence placed less weight on those comparables that fell outside of the half up and half down envelope. In an analysis of the comparables, the panel reduced the wages to a common denominator of an adjusted hourly

wage rate for top step firefighters. This was then used as the basis for all other analyses and conclusions.

The following schedule is a summary of the comparables with their adjusted base hourly wage rate and reported population. It should be noted that the population of Kitsap County Fire District No. 7 is essentially unknown, as two substantially different numbers were found in the material provided, but 20,000 appears to more believable than 50,000.

<u>Fire District</u>	<u>Population Estimate</u>	<u>Adjusted Base Hourly Wage Rate</u>
UNION COMPARABLES		
Pierce County Fire District 21	38,000	\$13.42
King County Fire District 10	65,000	\$12.67
King County Fire District 2	35,000	\$12.62
King County Fire District 11	50,000	\$13.31
King County Fire District 36	42,000	\$13.60
City of Spokane	170,000	\$14.83
Kitsap County Fire District 7	20,000	\$13.46
Snohomish County Fire District 7	50,000	\$12.82
DISTRICT COMPARABLES		
Ellensburg	12,570	\$9.70
Moses Lake	11,410	\$11.33
Pasco	20,500	\$13.09
Pullman	21,190	\$11.30
Richland	33,550	\$13.83
Walla Walla	28,000	\$11.73
Wenatchee	22,266	\$13.15
Spokane County Fire District 9	25,000	\$11.38 (1991)

A review of the comparable contracts indicates that nearly all of the comparables included EMT training as a requirement for their firefighters. Thus, the adjusted base wage rate includes

EMT training. Also, all included medical insurance. Therefore, they are all equal comparables on these issues. However, it was noticed that most of the comparables paid a premium to paramedics, which varied rather significantly. Some of the comparables had substantial increases for certified paramedics and others had only nominal increases over the base wage rate. The comparables range from apparently no increase for paramedic pay, to as much as \$2.68 per hour. There is no clear-cut pattern to the paramedic premium, but it does tend to appear that the higher the base wage rate, the higher the premium for paramedic.

In reviewing all of the comparables presented by both the Union and the District, nine of the comparables use the Quarter Master System and only six use an Allowance System.

IV. ARBITRATION PANEL CONCLUSION

A. Wages--After reviewing the comparables and considerable discussion of the various wage levels, and economic conditions, the panel has reached a consensus opinion that the Spokane County Fire District No. 9 proposal, as outlined in a letter dated May 26, 1993, to David Auble, Chairman of the Panel, should be accepted with one modification. That modification being that the 1992 wage level be increased by 6.2%. This would increase the base hourly rate for a Senior Firefighter to \$12.09 per hour, which would then be used as the basis for adjustment of all other Union employees.

It is apparent that the present wage level of \$11.38 per hour is at the very bottom of the pay scale for all of the comparables considered. In reaching our conclusion, we have considered that the cost of living in Spokane County has tended to increase over the past two or three years, and that a substantial portion of that increase has been due to housing. However,

it is also recognized that individuals do not buy homes every year; although to those individuals who chose to rent, living quarters would obviously be affected by annual increases in rental prices. Also, in its deliberations regarding wages, the panel took into consideration the fact that Fire District No. 9 is a predominantly rural, but growing district, as there has been substantial new residential development immediately north of the city of Spokane.

In addition, we have considered the fact that the District has been operating without a contract for 1½ years and that negotiations for 1993 wages would essentially be after the fact, and negotiations for 1994 wages would have to begin immediately. Therefore, the panel has concluded that it is in the best interest of both parties to establish 1993 and 1994 wage levels at this time. In arriving at a decision as to what the increases should be for 1993 and 1994, we have taken into consideration the recent and historical changes in the Consumer Price Index (CPI). Although the CPI for 1992 was only slightly over a 3% change, it appears that the CPI for 1993 may ultimately be slightly under a 3% change. After considerable deliberation among the panel members, the panel has accepted a 3% increase for 1993 and an additional 3% increase for 1994 as reasonable increases in wage levels for the Union employees.

B. Progression in Pay Scale--The panel has concluded that a wage increase of 6.2% to \$12.09/hr (\$2,776.71/mo) for 1992, a 3 % increase for 1993, and an additional 3% increase for 1994 is appropriate for the top step firefighters, and that the differential for lieutenants be set at 10% over the top step (journeyman) rate for firefighters, and that the differential for captains be 20 percent over the top step (journeyman) rate for firefighters. These established differentials should be effective on the date that a new contract is signed, and shall be retroactive to January 1, 1993.

With regard to the wage progressions schedule, the panel accepts the District's proposal that new employees hired after June 1, 1993, shall be paid from the following schedule:

0 to 3 months	Recruit Firefighters	70%
4 to 12 months	Firefighter I	80%
13 to 24 months	Firefighter II	90%
25+ months	Senior Firefighter	100% (existing Journeyman)
	Lieutenant Firefighter	110%
	Captain Firefighter	120%
	Prevention Lieutenant	110% + differential
	Training Lieutenant	110% + differential

Paramedic certified personnel shall receive an hourly premium pay in the amount of 5% of the Senior Firefighter's hourly rate, in addition to the hourly rate for their assigned rank.

Regular part-time personnel will be paid at the Recruit Firefighter rate.

Progression through the schedule from recruit Firefighter to Senior Firefighter is dependent upon the employee passing a test developed by the District and offered annually. Promotion to Lieutenant or Captain will be in accordance with the promotion process outlined in the contract.


C. Disposition of Resident Volunteer Firefighters--The panel listened to testimony from both sides regarding the issue of resident firefighters. It is apparent that the District is predominantly a rural district and that there are unmanned stations at this time. The District would like to be able to man all stations for as many hours as possible, and the Resident Volunteer Firefighter program appears to have accomplished this goal. It is the panel's

understanding that Resident Volunteer Firefighters have substantial training, including EMT training. Considering the nature of the District and the need to provide the best possible protection to the residents, it is the panel's conclusion that the Resident Volunteer Firefighter program offered by the District should be implemented. Resident Volunteer Firefighters may be assigned to fire stations to staff the station, with or without paid firefighters being assigned to that station. When paid firefighters and Resident Volunteer Firefighters are assigned to the same station, one of the duties and responsibilities of the bargaining unit personnel will be, at the District's request, to train and supervise the Resident Volunteer Firefighters. Except in the event of a levy failure or other significant economic hardship, Resident Volunteer Firefighters will not be used to replace (i.e. through layoff) existing paid firefighter's positions. All Resident Volunteer Firefighters must have successfully completed the District's Recruit Firefighter training, which is to include not less than 48 hours of first responder medical training, and emergency vehicle accident prevention training.

D. Quarter Master System Versus Clothing Allowance--The District presented testimony that a Quarter Master System would be in the best interest of both the District and the employees. The Union presented limited testimony on this issue that would contradict the District's position. After reviewing the comparables and finding that 9 of the 15 comparables used a Quarter Master System, it is the conclusion of the panel that a Quarter Master System would be in the best interest of both parties. Therefore, the panel has concluded that a Quarter Master System should be established. The clothing allowance should include boots, since the District has indicated that they will be included, even though boots were not in their previously written proposal.

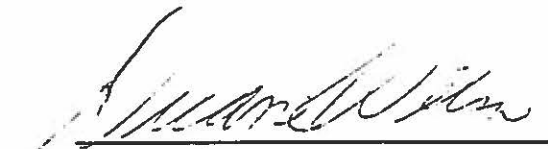
V. ARBITRATORS AWARD

After listening to the oral presentations and studying the comparables and briefs, the panel has by consensus agreed that the preceding conclusions and awards are reasonable and appropriate. Each of the following panel members concur in the above award.



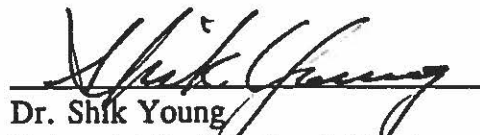
David C. Auble
Neutral Chairman

7/23/93
Date



Duane Wilson
District Arbitration Panel Member

7/27/93
Date



Dr. Shik Young
Union Arbitration Panel Member

7/23/93
Date