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IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN CITY OF BELLINGHAM and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 106	PERC Case No. 10435-I-93-223 Date Issued: June 20, 1994

INTEREST ARBITRATION
OPINION AND AWARD
OF
MICHAEL H. BECK
FOR THE ARBITRATION PANEL

Michael H. Beck	Neutral Chairman
Otto G. Klein, III	Employer Member
Merlin Halverson	Union Member

Appearances:

Employer:
CITY OF BELLINGHAM — Bruce L. Disend

Union:
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL NO. 106 — James H. Webster

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INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes involving uniformed personnel when collective bargaining negotiations have resulted in impasse. Accordingly, a tripartite Arbitration Panel was formed with respect to the instant matter. The Employer, City of Bellingham, appointed Otto G. Klein, III, as its member of the Panel and the Union, International Association of Fire Fighters, Local No. 106, appointed Merlin Halverson as its member of the Panel. The undersigned was selected to serve as Neutral Chairman of the Panel.

A hearing in this matter was held on March 7 and 8, 1994 at Bellingham, Washington. The Employer was represented by Bruce L. Disend, Bellingham City Attorney,

and the Union was represented by James H. Webster of the law firm of Webster, Mrak & Blumberg.

At the hearing the testimony of witnesses was taken under oath and the parties presented a substantial amount of documentary evidence. A court reporter was present at the hearing but as a result of a prior agreement between the parties a transcript of the proceedings was not produced.

The same Arbitration Panel, namely Michael H. Beck, Neutral Chairman; Otto G. Klein, III, Employer member and Merlin Halverson, Union member heard the interest arbitration between the same parties covering the period January 1, 1990 through December 31, 1992. The Panel's Decision in that case (PERC Case No. 8420-I-90-191) issued June 17, 1991. Bruce Disend also represented the Employer in that proceeding and James Webster also represented the Union in that proceeding.

On February 1, 1994 the Neutral Chairman and counsel for each party engaged in a telephone conference call in which we discussed ways in which both the time necessary to complete the interest arbitration process and the cost of that process could be reduced. At that time the parties had five days scheduled for the interest arbitration. A number of tentative agreements were reached between the parties regarding ways in which the hearing process could be reduced.

Additionally, the parties and the Neutral Chairman agreed to meet on March 3, 1994, a few days prior to the hearing, in order to further attempt to reduce the overall time and cost of the interest arbitration process. In this regard, it was agreed during the February 1 conference call that each party would provide a letter of position to the Neutral Chairman prior to the March 3, meeting regarding its view of the appropriate comparators and also submit its position on all of the open issues.

The focus of the meeting between counsel and the Neutral Chairman on March 3, 1994 related to the appropriate comparators. Although no agreement on the comparators was reached, the parties presented the Arbitrator's with a list of comparators within the agreed upon range of plus 100% of Bellingham and minus 50% of Bellingham with respect to population served for fire suppression and with respect to assessed valuation. This list has been referred to throughout the hearing as the Joint List.

The Neutral Chairman reviewed the Joint List after returning to his office on March 3, 1994. As a result of this review, the Neutral Chairman initiated a telephone conference call with counsel for each party and made an additional suggestion regarding the comparators with the hope of providing the parties with a list of comparators they could agree upon. However, this attempt was unsuccessful and the matter went to hearing commencing on

March 7, 1994. At the hearing the parties agreed to file simultaneous posthearing briefs by no later than Monday, March 28, 1994. Additionally, it was agreed that the Neutral Chairman would meet with counsel and the full Board on April 7 for the purpose of allowing counsel to respond orally to each other's briefs. The parties also agreed to waive the provision of RCW 41.56.450 requiring the Neutral Chairman to issue his decision within 30 days following the conclusion of the hearing.

On April 7 the Arbitration Panel did convene for the purpose of allowing counsel to make oral argument in response to each other's briefs. Furthermore, the Neutral Chairman, having fully studied the briefs and the record during the first week of April, informed counsel and the Board of his view of which comparators he believed appropriate and his determination on two of the four issues, namely workweek and sick leave days.

Finally, the Neutral Chairman asked the parties to provide certain information regarding the 11 comparators he informed the parties he believed appropriate as well as certain other information the he believed necessary to assist him in reaching a decision in this case. Although the Neutral Chairman had asked the parties to jointly submit the figures requested, it turned out that the parties could not agree on all of the figures requested and, therefore, the Neutral Chairman received separate submissions from the

Employer and the Union. These submissions were received by the Arbitrator on April 21, 1994 and the hearing was closed on that date.

The Neutral Chairman issued a draft decision on May 23, 1994. At the request of the Employer panel member, the three member panel met on June 17, 1994 and fully discussed the draft. What follows is my final Opinion and Award based on the entire record and consultation with the Arbitration Panel.

BACKGROUND AND ISSUES IN DISPUTE

In view of the extensive communication between the Neutral Chairman, counsel and the Employer and Union member of the Arbitration Panel the Neutral Chairman believes it is unnecessary to write a detailed and extensive Opinion. As described above, the parties have made substantial efforts to reduce delay in the interest arbitration process as well as to reduce the cost associated with that process. Additionally, the Neutral Chairman, in his June 17, 1991 Opinion, set forth in detail the basis he believed appropriate in selecting comparators.

The issues in dispute are listed below. The terms used to describe the issues are taken from the letter from Public Employment Relations Commission Executive Director Marvin Schurke dated May 13, 1993 addressed to the parties and certifying the matter for arbitration. In parentheses I

have also listed the terms used by the Union in referring to the four issues. There is, however, no dispute between the parties as to the nature of the issues in dispute.

SALARY (Wages)
WORKWEEK (Hours)
SICK LEAVE DAYS (Perfect Attendance Bonus)
DRUG POLICY (Drug Testing)

COMPARATORS

In my prior Award, I determined that population served on a fire suppression basis was the most appropriate factor to employ in selecting comparators pursuant to the statutory criteria. All 19 of the comparators for which either the Union or the Employer provided wage and benefit data fell within the 100% plus and 50% minus range, which had been agreed to as the appropriate range by the parties. I determined that 19 comparators was an unduly burdensome number with respect to data collection and analysis regarding wages and other terms and conditions of employment. Furthermore, I indicated that I was hesitant to use all 19 comparators offered by either party in absence of any agreement between the parties, since to do so would be encouraging the parties to provide comparators which favorably support their view regarding the nature of wages and benefits to be ordered pursuant to the interest arbitration. Thus, I determined to employ the second most

used criteria in reducing the number of comparators, namely assessed valuation.

When assessed valuation was applied four comparators dropped out since they did not meet the 100% plus and 50% minus range with respect to Bellingham. I then determined that 15 comparators was still too large a number for efficient data collection and analysis. I then returned to population and selected the five comparators above Bellingham in population and the five comparators below Bellingham in population. However, I found that one of the ten comparators, Spokane No. 1, had a population of 90.3% above that of Bellingham and, thus, I eliminated that comparator and substituted Kennewick, the comparator with the next highest population below that of the tenth comparator. This reduced the average population of the ten comparators from 15.4% above the population in Bellingham to 4.1% above that of Bellingham.

I also recognized the labor market argument made by Bellingham in that case. Specifically, the Employer argued that King, Snohomish and Pierce County constitute a separate and distinct labor market with a higher wage structure than found in Bellingham and, therefore, none of the comparators should be from these three counties. While I determined to take the labor market argument of the Employer into account in shaping the comparators, I did not find it appropriate, for reasons set forth in my prior Award, to remove each

comparator located in the counties of King, Snohomish or Pierce. Instead, I found that, "it would be improper to select a set of comparators for Bellingham a majority of which are located in King, Snohomish and Pierce counties." (Page 13 of prior Award.)

Based on the factors described above, ten comparators were selected in my prior Award, namely Pierce No 2, Clark No. 5, Yakima, Kitsap No. 7, all of whom were above Bellingham in population, and Clark No. 6, Thurston No. 3, Vancouver, Renton, Bremerton and Kennewick which were below Bellingham in population.

Both parties agree that the methodology employed in my prior Award should be used to establish the comparators for the current interest arbitration. The Employer points out that using 1992 figures two comparators, Clark No. 5 and Renton, do not meet the assessed valuation criteria as their assessed valuation in 1992 was more than 100% above that of the assessed valuation of Bellingham. The Employer decided to substitute a jurisdiction within the King, Snohomish, Pierce (KSP) labor market for Renton, which is located in the KSP area. The jurisdiction closest to Bellingham in population on the Joint List was Snohomish No. 11 and that was added to the list of comparators by the Employer.

Secondly the Employer looked to substitute a comparator outside the KSP area for Clark No. 5. In looking at the comparators, the Employer found the two closest comparators

to Bellingham, located outside the KSP area to be disproportionately larger in population than Bellingham in the case of Spokane No. 1 and disproportionately smaller than Bellingham in population in the case of Olympia. Thus, the Employer determined to add one more KSP comparator which was Snohomish No. 7 since its population was closest to that of Bellingham after Snohomish No. 11. Thus, the Employer took the position that in adding a third KSP jurisdiction it hoped that the Union might agree with these comparators, thereby avoiding the need for arbitration. According to the Employer's Exhibits at page 3 its list of comparators places Bellingham fourth out of the 11 comparators including Bellingham, and 6.4% above the average of the 10 comparators with respect to population.

Since I had found population to be the most appropriate factor to employ in selecting comparators, the Union reviewed the Joint List and selected the five comparators immediately above Bellingham in population and the five comparators immediately below Bellingham in population. Thus, the comparators selected by the Union were Kirkland, Pierce No. 2, King No. 4, Yakima, Snohomish No. 11, Thurston No. 3, Clark No. 6, Kitsap No. 7, Snohomish No. 7 and Vancouver. Only six of the ten of the Union comparators were on the list of comparators selected in my prior Award. Additionally, while the Employer's list of comparators had only three from the KSP area, the Union's list has five from

the KSP area. The Union's list of comparators has an average population 2.4% above that of Bellingham.

At the meeting between counsel and the Neutral Chairman on March 3, 1994 the Neutral Chairman made clear to the parties that the procedure followed by the Union in selecting comparators was more in line with that set forth in the prior Award in that it selected its comparators based on population. Thus, although your Neutral Chairman in the prior Award selected jurisdictions based on population, he could not take those comparators closest to Bellingham since he only could choose between the comparators for which the parties provided wage and benefit data. However, he also made clear to the parties that he thought having five of the 10 comparators be from the KSP area, although not constituting a majority from the KSP area, was still too great a number in view of his findings regarding the KSP labor market area.

After review of the Joint List and during the conference call held with counsel on March 4, the Neutral Chairman suggested that Kirkland, which was highest in population of the five above Bellingham, be removed and that Kennewick be substituted as a comparator as it had the next highest population below that of the tenth comparator on the Union's list, namely Vancouver. This suggestion was similar to how your Neutral Chairman proceeded in the prior Award where Kennewick was substituted for the comparator with the

highest population, namely Spokane No. 1. This suggestion, which was not accepted by the Employer, would have reduced the KSP comparators to four out of ten.

The Employer contends that comparators selected on the basis of the five immediately above Bellingham based on population and the five immediately below Bellingham based on population, or the four above Bellingham and six below Bellingham, are both inappropriate methods of selecting comparators as they result in the inclusion of too many KSP area jurisdictions. Also the Employer contends that neither method provides stability since the population and assessed value in Bellingham, as well as in the potential comparators, changes from year to year thus necessitating the addition of new comparators. However, I note that the same difficulties occur if the Employer's approach is selected, since just in the few years since the prior Award the Employer found it necessary to remove two comparators whose assessed value vis-a-vis Bellingham was more than 100% above Bellingham. Furthermore, because of significant population differences between Bellingham and the remaining non-KSP jurisdictions on the Joint List, the Employer in selecting its comparators determined to replace a non-KSP area jurisdiction with a KSP area jurisdiction, thus raising the number of KSP area comparators from two under my prior Award to three.

I agree with the Employer that it would be helpful if the parties had a stable set of comparators to use from negotiation to negotiation. One way to do this is to just determine that the comparators selected by your Neutral Chairman under the prior Award would continue to be used for several negotiations regardless of whether or not these comparators continued to meet the 100% plus 50% minus criteria as the population of Bellingham and the comparators varied from year to year. In fact, during discussions between the Neutral Chairman and counsel, the Union made clear its willingness to use the comparators selected by the Neutral Chairman in his prior Award. Again, the Employer refused.

I am sensitive to the Employer's concern regarding the number of KSP area comparators included in a list of comparators. One of the problems for both the parties and the Neutral Chairman is that of the 29 jurisdictions set forth on the Joint List, 17 or nearly 60% are located in the KSP area. At the hearing, the Employer proposed an alternate method of selecting comparators which essentially would follow the Union's method of five up and five down based on population with the wage data from comparators in the KSP area being discounted by a percentage which the Employer suggests, based on evidence it submitted, should be at least 10%. The problem with this suggestion is that if certain comparators are to be discounted, then in effect

they are not comparators. As your Neutral Chairman pointed out on page 12 of his prior Award, labor market considerations can either be taken into consideration in helping to shape the appropriate comparators or as an additional factor "normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment," pursuant to Subsection (f) of RCW 41.56.450.

In the prior Award, I determined to consider labor market in terms of choosing the comparators. In view of the fact that neither party suggests that I vary from the methodology used in choosing comparators in the prior Award, I have determined to again consider labor market in terms of choosing comparators. Thus, as I explained to the parties at our posthearing meeting on April 7, 1994, I have decided, after review of all of the evidence, to select 11 comparators. The first ten, based on selecting the four above Bellingham in population and the six below Bellingham in population. I have further determined to take the next non-KSP area jurisdiction below Kennewick in population, which is Bremerton, so that only four out of 11 comparators would be from the KSP area, which would mean that approximately 36% of the comparators would be from the KSP area. In this regard, I note that if the Employer suggested comparators were selected three out of ten, or 30%, would be from the KSP area.

In selecting comparators in the manner, I have tried to reach an acceptable set of comparators which will not only serve the parties pursuant to this interest arbitration but which will continue to useful to the parties throughout the decade in their negotiations. In this regard, I point out to the parties that the U.S. census is taken only every ten years and there certainly is no need for the parties to change comparators each contract based on changes in population or assessed valuation during the period between the beginning of a contract and the end of that contract. I recognize that there may be situations where a major change occurs either in Bellingham or to one or more of the comparators which might require a substitution of comparators, but in general it would appear that the parties can only gain the stability they seek by agreeing to use the same set of comparators over a period of several contracts.

Finally, I agree with the Employer that comparators have to be used as only one guideline or factor in reaching a wage or other benefit determination, and that is exactly what the statute requires. Furthermore, I think it is clear from a reading of my prior Award, as well as the factors I shall consider in the present interest arbitration, that I do not consider the determination of the comparators the beginning and end of a wage or benefit determination. Based on all of the foregoing, I find that the 11 comparators I shall use in this case are: Pierce No. 2, King No. 4,

Yakima, Snohomish No. 11, Thurston No. 3, Kitsap No. 7, Clark No. 6, Snohomish No. 7, Vancouver, Kennewick and Bremerton.

I have in this Opinion set forth much of the discussion between the parties and the Neutral Chairman regarding attempts to agree upon comparators. I have done this to emphasize that in selecting comparators I have tried to reach a group of comparators which can serve as a consensus in the future since both parties indicate they want a stable set of comparators. In this regard, I note that my list of comparators includes all of the Employer comparators and adds only one additional comparator, King No. 4. With respect to the Union comparators based on four above Bellingham and six below Bellingham, which list was acceptable to the Union, I note that again, all ten of these are included in my comparators and only one comparator is added to that list, namely Bremerton.

Based on all the foregoing, I sincerely urge the parties to accept this list of comparators as a fair and appropriate list and to use them in connection with their upcoming negotiations for a new contract effective January 1, 1995.

SALARY

The parties agree upon a two year term for the Agreement subject to this arbitration which term shall run

from January 1, 1993 to December 31, 1994. The Union proposes a 5.7% across the board wage increase effective January 1, 1993 plus an additional 1.5% effective July 1, 1993. For the second year of the contract the Union proposes a 4.6% across the board increase effective January 1, 1994 and an additional 1.5% effective July 1, 1994.

The Employer, effective January 1, 1993 proposes a 4% increase for firefighters, a 3% increase for paramedics and a 3% increase for Captain/Inspector. Effective January 1, 1994 the Employer proposes a 3% increase for firefighters, a 2% increase for paramedics and a 2% increase for Captain/Inspector. Additionally, the Employer proposes longevity increases effective January 1, 1993 of $75 per month after five years of service and an additional $25 per month after ten years of service.

In determining the basis upon which Bellingham should be compared to the comparators in my prior Award, I determined that the most appropriate basis would be the hourly rate received by the top step firefighter, which in Bellingham is a five year firefighter. I set forth my reasons for reaching this conclusion in some detail in my prior Award (pages 25-27). Briefly stated, my reasoning is that it is inappropriate to mix benefits and wages when reviewing comparators for purposes of a wage increase.

In the instant case, the Union urges that I consider net hourly compensation which would include such things as

EMT pay, longevity, uniform maintenance and deferred compensation as well as the basic vacation and holiday benefit. The Employer, on the other hand, urges that I stay with the net hourly rate I used in the prior Award with one adjustment, namely the addition of longevity. However, I specifically rejected including longevity in my prior Award noting that in that case both longevity and paramedic longevity were separately certified as issues to be determined by the arbitrator.

I told the parties at our posthearing meeting on April 7, 1994 that if they could agree on additional areas of compensation that should be included in the wage comparisons I would certainly follow their wishes. However, the parties were unable to reach such agreement and, instead, sent me wage comparisons for 1993 and 1994 based on the formula used in my prior Award. In fact, the parties were not even able to agree on the exact numbers as they apparently used different methods in computing the hourly rate.

The Employer contends that the Arbitrator should use as a benchmark the 15 year firefighter since the largest number of firefighters employed by the Employer have between 11 and 20 years of service. The Union, on the other hand, takes the position that the Arbitrator should review the entire career of a firefighter in making wage comparisons, but that if a single benchmark is considered more appropriate, then the ten year firefighter would be appropriate as the

majority of firefighters at the time the contract in issue here will commence, namely January 1, 1993, did not receive the longevity benefit provided to 15 year firefighters by the Employer.

In view of my prior decision, and the fact that the parties were unable to agree on which benefits should be included in a wage comparison, I have determined to again use the five year firefighter as the benchmark with respect to the comparators. In this regard, I note the information provided me as a result of my request to the parties on April 7, 1994, is sufficient for me to feel secure that I have before me generally agreed upon data. While the data provided by the Employer and Union differs by a few pennies the differences are not significant.

As I have already discussed, I feel that an hourly wage rate based on a comparison of employees who receive the basic vacation benefit is the best way to proceed in making wage determinations. In fact, as I point out in my prior Award, it could reasonably be argued that only base salary should be compared since that is what is in fact at issue here. In this regard, I note that the Public Employment Relations Commission separately certified the issue of workweek, which involves a Union request that the hours worked per week for firefighters be reduced. However, for the reasons explained in my prior Award (pages 25-27) I have determined to follow the same basis in making comparisons

between the comparators, namely net hourly rate based on base salary plus holiday pay divided by actual hours worked, which consists of hours worked less vacation and holiday hours off, for the top step five year firefighter.

Due to the fact that the Neutral Chairman is considering this matter in mid-1994, he has available the net hourly pay paid by the comparators for 1993 and 1994. As indicated above, the differences in the figures supplied by the parties are not significant. For example, in 1993 the Employer shows the average net hourly pay as $16.58 and shows Bellingham as $15.47 in 1992. Thus, the average is 7.2% above Bellingham. The Union, with slightly different figures, shows the average at $16.60 and Bellingham at $15.49 and also comes up with a difference of 7.2%. In order to provide a set of consistent figures, I have determined to use the Employer's figures. Snohomish No. 11 represents the median comparator at $16.16 for 1993 which is 4.5% above the $15.47 net hourly pay in Bellingham in 1992.

For 1994, the average net hourly pay of the comparators is $17.37 which is a 4.8% increase over the $16.58 average for the comparators in 1993. The median comparator in 1994 is different from the one in 1993. Instead of Snohomish No. 11, the median comparator in 1994 is Snohomish No. 7. The difference between the $16.95 paid in Snohomish No. 7 in

1994 and the $16.16 hourly rate paid in Snohomish No. 11 in 1993 is 4.9%.

The statute also provides that the arbitration panel should take into account in setting wages the average consumer price for goods and services, commonly known as the cost of living. In my prior Award, I found that the applicable index is the Seattle Area CPI-U. In 1989, the year prior to the beginning of the last labor contract between the parties, the Seattle Area CPI-U annual average has gone from 118.2 in 1989 to 139.0 in 1992, an increase of 17.6%. However, most of that increase was between the two year period 1989-1991. Thus, in the third year, 1991-1992 the increase in the annual average of the Seattle Area CPI-U was only 3.7% (134.1, in 1991 compared to 139.0 in 1992). Furthermore, the downward trend in the cost of living continues. In this regard, I note that the CPI-U for the Seattle area only went up 2.8% between 1992 and 1993 (139.0 in 1992 compared to 142.9 in 1993).

The top step firefighter was at $2,651 in 1989 and at the close of the contract in 1992 was at $3,097 for an increase of 16.8%. While this increase is slightly less than the 17.6% increase in the Seattle Area CPI-U between 1989 and 1992, again recent trends suggest a substantial reduction in the increase of the cost of living. In this regard, the latest figures available in the BNA service subscribed to by your Arbitrator indicates that between

February 1994 and February 1993 the All Cities Index increased only 2.3%.

With respect to internal equity particularly with respect to police officers, I indicated in my prior Award that this is an appropriate consideration pursuant to 41.56.460(f). In my prior Award, I indicated that the police and firefighters have received similar increases. Since that Award I have already indicated that firefighters received an increase in top step base salary of 16.8% between 1989 and 1992. Police officers went from $2,788 in 1989 to $3,289 per month in 1992 for an increase of 18%.

Although the difference between an 18% increase and a 16.8% increase is not unduly large, I do note that the difference between police and firefighters has been expanding. Thus, in 1989 the top step firefighter earned $2,651 while the top step police officer earned $2,788 for a difference of 5.2%. As of 1992 that difference had climbed to 6.2% with police being at $3,289 and firefighters at $3,097. For the years 1993 and 1994 police have negotiated an increase of 4% in 1993 and 3% in 1994. As the Union points out this disparity is significant. In this regard, I note that the Employer exhibits at page 44 and 45 establish that with respect to Washington State cities closest in population to Bellingham for 1993 there is a difference between fire and police salary data in the Seattle Metro cities of only 0.1% ($3,651 for police compared to $3,647

for firefighters). However, I note that the exhibits indicate that the police contracts had not settled in Renton and Kent. If these jurisdictions are excluded from the calculation, police are still only 1.7% above firefighters. The same comparison for cities outside the KSP area show police salaries only 2.5% above firefighter salaries.

Finally, I note historically that the firefighters have not been behind the police by as much as the 6.2% the firefighters were behind the police in 1992, the last year of the labor contract before the 1993-1994 agreement which is before the Arbitration Panel in this interest arbitration. In this regard, I note that in 1979 the top step police officer received only 4.5% more than the top step firefighter ($1,522 per month compared to $1,457). Please see pages 33-34 of my prior Award for a discussion of why 1979 was selected as the date for historical comparisons.

Immediately below I have set forth two charts, the first showing the comparators and their net hourly pay for 1993 and the same chart for 1994.

FIREFIGHTER NET HOURLY RATE COMPARISON - 1993
Ranked in Descending Order

AT 5 YEARS OF SERVICE

FIRE DEPART.	NET HOURLY PAY	
King 4	$19.79	
Pierce 2	$18.46	
Vancouver	$17.37	
Yakima	$16.41	
Kennewick	$16.34	
Snohom 11	$16.16	
Kitsap 7	$16.10	
Bremerton	$15.81	
Snohom 7	$15.69	
Thurston 3	$15.15	
Clark 6	$15.05	
	$16.58	AVERAGE
	$16.16	MEDIAN
	$15.47	BLHAM'92

FIREFIGHTER NET HOURLY RATE COMPARISON - 1994
Ranked in Descending Order

AT 5 YEARS OF SERVICE

FIRE DEPART.	NET HOURLY PAY	
King 4	$20.38	
Pierce 2	$19.21	
Vancouver	$17.93	
Snohom 11	$17.29	
Kennewick	$17.20	
Snohom 7	$16.95	
Kitsap 7	$16.90	
Bremerton	$16.59	
Yakima	$16.45	
Thurston 3	$16.26	
Clark 6	$15.95	
	$17.37	AVERAGE
	$16.95	MEDIAN

After carefully considering all of the evidence, a significant portion of which has been reviewed above, I have determined to provide firefighters with a 5.5% raise effective January 1, 1993. 5.5% of the $15.47 net hourly pay presently received by firefighters equals $16.32. I recognize that this increase is significantly above the increase in the Seattle Area CPI-U between 1992 and 1993 of 2.8%. However, as pointed out previously, over the three year period of the prior contract, firefighter increases have not equaled the increase in the CPI. Additionally, I note that even the Employer is offering a 4% increase which

is significantly above the increase in the CPI between 1992 and 1993.

On the other hand, a 5.5% raise will still leave Bellingham below the average net hourly pay of the comparators. In this regard the average of $16.58 is 1.6% above the $16.32 Bellingham firefighters will receive with a 5.5% increase. However, $16.32 will place Bellingham sixth out of a total of 12 comparators, including Bellingham, and only $.02 behind the fifth place comparator and $.16 above the median comparator not including Bellingham of Snohomish No. 11 which means that Bellingham will be approximately 1.1% above the median.

Additionally, a raise of 5.5% in 1993 will allow firefighters to catch up with police officers more in line with historical comparisons. In this regard, I note that the base salary for police officers in 1993 is $3,421 which is 4.7% above the base salary for firefighters who will receive a 5.5% increase to $3,267.

For 1994, unlike 1993, your Neutral Chairman has available to him both the average increase and the median increase for the comparators between 1993 and 1994. The average increase was 4.8% and the median increase was 4.9%. In my view a raise of similar but slightly smaller proportions is appropriate for Bellingham. In this regard, I note the significant increase ordered in the first year of the Agreement. Thus, I have determined to order a 4.5%

increase in 1994 over that received by firefighters in 1993. A 4.5% increase in 1994 over the net hourly rate of $16.32 for 1993 will result in a net hourly pay rate of $17.05. Again, $17.05 will be below the average of the comparators which is $17.37. Thus, the average will be 1.9% above Bellingham. However, the 4.5% raise will again place Bellingham sixth out of 12 comparators including Bellingham and $.10 or 0.6% above the median comparator not including Bellingham.

A 4.5% increase over the $3,267 top step firefighters will receive in 1993 equals $3,414. Police officers will receive $3,524 in 1994, leaving them 3.2% above firefighters. This is the same percentage which police were above firefighters in 1990, the first year of the prior firefighter contract. (See page 37 of my prior Award as well as Union Brief, Tab 9.)

As already indicated, the Employer proposes to change the present system of paying paramedics. Presently the parties have agreed that the paramedic premium is to be 10.5% of the wage received by top step (Step E) firefighter. The Employer has proposed that the paramedic premium be discontinued and that paramedics receive a 3% increase in 1993 over what they received in 1992 and a 2% increase in 1994 over what they received in 1993.

I am hesitant to make a change in the method of paying paramedics since the parties have, over the last several

years, taken specific steps to make serving as a paramedic in Bellingham more attractive due to the difficulty the Employer was having in recruiting and retaining paramedics. Thus, in addition to agreeing to a 10.5% paramedic premium, the Employer has reduced paramedic hours so that while firefighters worked 51.5 hours per week, paramedics only worked 47 hours per week. Additionally, the Employer has provided paramedics with a longevity premium. Your Neutral Chairman increased this premium in his last Award partly on the testimony of Chief Gunsauls that some increase in paramedic longevity would be appropriate. (See pages 46-48 of my prior Award.)

It is true as the Employer points out that presently of the eight comparators which have paramedics, the Employer differential at 10.5% is higher than the average differential of those eight comparators which is 9.7%. Furthermore, Bellingham's differential of 10.5% would rank fourth among the comparators and would be higher than the median percentage of 9.5%. In my view the fact that Bellingham is somewhat above the average and the median with respect to paramedic differential does not require a finding changing the manner in which paramedics are paid, particularly in view of the extensive efforts the Employer has made in raising benefits in order to recruit and retain a stable paramedic work force. The fact the Employer believes it has now achieved this goal does not indicate a

contrary finding, at least at this time. Thus, in accordance with my understanding of the Union's proposal, the paramedic premium shall remain at 10.5% of Step E firefighter salary, and 10.5% of the 1993 Step E salary of $3,267 is $343. For 1994 a Step E firefighter, pursuant to the Award, shall receive $3,414 and 10.5% of that figure is $358.

The Employer proposes that the Captain differential be reduced and the Union opposes any reduction in the Captain differential. The Employer bases its claim on a questionnaire which it sent to a number of jurisdictions, including ten of the 11 comparators selected in this case. According to the summary of the questionnaire placed in evidence (see page 30 of Employer Exhibits), when job duties are compared between jurisdictions as opposed to merely looking at persons who hold the title of Captain, the evidence establishes that Bellingham has an inappropriately high differential. The summary evidence placed in the record is insufficient to warrant making a change in the differential amount.

Furthermore, when one applies the raises ordered for firefighters to Captains, one finds that the differential equals 19.6%. In this regard, I note that a Step E Captain received $3,703 in 1992 and when this amount is multiplied by 5.5% the Step E Captain will receive $3,907 in 1993. When this amount is multiplied by 4.5% the Step E Captain

will receive $4,083 in 1994 and $4,083 is 19.6% above the $3,414 that will be received by a Step E firefighter in 1994 pursuant to my Award.

Additionally, $4,083 will place Bellingham eighth of ten comparators including Bellingham that employ "Captains" with respect to Captain salary. The 19.6% differential will also place Bellingham eighth of the 10 comparators, including Bellingham, with respect to the Captain differential percentage. In this regard, see the "Captain Rank Differentials Title to Title" for 1994 provided by the Employer with its letter dated April 18, 1994. Based on all of the foregoing, I have determined to provide Captains with the same percentage increase awarded to firefighters.

WORKWEEK

I have carefully considered the Union's proposal to reduce the workweek for fire suppression personnel by one-half hour effective July 1, 1993 and by an additional half hour effective July 1, 1994. First of all, a change in the net hours worked per week would affect all of the comparisons I used in setting the salaries to be received by bargaining unit personnel. Furthermore, here a comparison of the comparators based on average net hours worked for both 1993 and 1994 show that Bellingham has the fourth lowest net hours worked out of 12 comparators including Bellingham. In other words, only three comparators of the

11 comparators work a lower number of net hours than Bellingham in both 1993 and 1994. Based on the foregoing, I shall order a rejection of the Union's proposal.

SICK LEAVE DAYS (Perfect Attendance Bonus)

The Union proposes that the Employer grant a bonus day off for 12 consecutive pay periods of perfect attendance and also that the period of perfect attendance be reduced to eight consecutive pay periods if the employee has reached the maximum accrual of sick leave. The Union, in support of its proposal, points out that other bargaining units in the City have a similar benefit. The Union has not provided data from the comparators in support of its position.

The Employer, at page 71 of its Exhibits states that six of the nine comparators have no sick leave bonus day and that the other three comparators have a sick leave bonus provision that is not as generous as that proposed by the Union. Furthermore, Union witness Ronald Morehouse testified that the firefighters did have a sick leave bonus benefit in the past and that in the early 1980's they traded away their right to such a bonus for a reduction in hours. Morehouse also testified that firefighters are generally able to trade shifts and thus could avoid incurring sick leave during a particular period of time, thereby earning the sick leave bonus. This is unlike the situation

involving the average employee who works 40 hours a week who does not have the opportunity for such shift trades.

Based on all of the foregoing, I have determined to reject the Union's proposal for a sick leave bonus.

DRUG POLICY (Drug Testing)

The Employer and the firefighters have agreed upon a drug policy which includes drug testing. The policy is quite comprehensive, setting forth specifically the drugs to be tested and the confirmation levels to be used in determining whether a test is positive or negative. The only area of disagreement between the parties is which laboratory shall conduct the test. The City has selected the Whatcom Pathology Laboratory whose Medical Director is Dr. Gary Goldfogel. Dr. Goldfogel testified at the hearing that he is both a Medical Examiner of the County and the Medical Director of the Whatcom Pathology Laboratory.

The Union's main objection to the use of the Whatcom Pathology Laboratory is the fact that the laboratory is not certified by the agency of the federal government which certifies testing laboratories, namely the National Institute on Drug Abuse (NIDA). The second objection to the use of the Whatcom Pathology Laboratory is the fact that it is a local laboratory, and, as I understand it, the firefighters fear a lack of confidentiality, particularly

since Dr. Goldfogel is both the Medical Director of the laboratory and the Medical Examiner for the County.

The Employer wishes to use the Whatcom Pathology Laboratory because it is a local laboratory and is convenient. In this regard it points out that all other employee groups, including the police, have agreed that the testing shall be done at the Whatcom Pathology Laboratory.

After carefully considering this matter, I have determined to rule in favor of the Employer. In this regard, I note that the Union did not establish that there was any requirement that firefighters in Bellingham be tested by a NIDA certified laboratory. Here the Whatcom Pathology Laboratory is certified by the State of Washington and the College of American Pathologists. Dr. Goldfogel testified that the parent company which owns his laboratory does have NIDA certification, but that in order for the Whatcom Pathology Laboratory to receive certification they would have to go through a process which would cost approximately $100,000. Dr. Goldfogel's testimony that going through this process and receiving this certification would not enhance his testing procedures was uncontradicted by any Union witness.

Finally, as to any lack of confidentiality which might occur by having a local laboratory, again there simply is no evidence of such failure by either Dr. Goldfogel or Whatcom Pathology Laboratory. Clearly, if a problem of

confidentiality were to develop, the Union could at the next contract negotiations insist that another laboratory be employed. However, based on the record before me, I cannot find that the Union has established a sufficient basis to require the Employer to use a different laboratory with respect to firefighters than it does for its other employees.

INTEREST ARBITRATION AWARD

It is the Award of your Chairman that:

I. Salaries

A. Effective January 1, 1993, firefighters shall receive a five and one-half percent (5.5%) increase in monthly base salary. Such increase to be applied to Steps A through E for firefighters and to Steps A through E for Captain/Inspector, Quality Assurance Supervisor. The paramedic premium shall be 10.5% of Step E firefighters salary.

B. Effective January 1, 1994 firefighters shall receive a four and one-half percent (4.5%) increase in monthly base salary to be applied in the manner as described

in sub-paragraph A above.

II. Other Issues

The Union proposals in connection with workweek, sick leave days and drug policy are rejected.

Date: June 20, 1994

Seattle, Washington

Michael H. Beck, Neutral Chairman