

**International Association of Fire Fighters, Local No. 2099  
And  
City of Bothell  
Interest Arbitration  
Arbitrator: Michael H. Beck  
Date Issued: 07/14/1983**

**Arbitrator: Beck; Michael H.  
Case #: 04370-I-82-00099  
Employer: City of Bothell  
Union: IAFF; Local 2099  
Date Issued: 07/14/1983**

**IN THE MATTER OF  
CITY OF BOTHELL**

**AND**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL NO. 2099**

**AAA No. 75-39-0283-82  
PERC No. 4370-I-82-99  
Date Issued: July 14, 1983**

**INTEREST ARBITRATION**

**OPINION AND AWARD**

**OF**

**MICHAEL H. BECK**

**Appearances:**

**CITY OF BOTHELL**

**Jerald L. Osterman**

**INTERNATIONAL ASSOCIATION OF**

**FIREFIGHTERS, LOCAL NO. 2099**

**James H. Webster**

**CITY OF BOTHELL AND IAFF LOCAL NO. 2099**

**INTEREST ARBITRATION**

**OPINION OF THE ARBITRATOR**

**PROCEDURAL MATTERS**

**RCW 41.56.450 provides for arbitration of disputes when collective bargaining negotiations have resulted in impasse. The undersigned was selected by the parties to serve as Arbitrator with the assistance of the American Arbitration Association. The parties waived the tripartite panel and agreed instead to present the issues in dispute to the undersigned for resolution in accordance with statutory criteria with the decision to have the same force and effect as if it were rendered by a tripartite panel.**

**A hearing was held before the undersigned on May 17, 1983, in Bothell, Washington. The Employer, the City of Bothell, was represented by Jerald L. Osterman, City Manager. The Union, Local No. 2099, International Association of Firefighters, was represented by James H. Webster, of the law firm of Durning, Webster, and Lonquist.**

**In accordance with the agreement of the parties, posthearing briefs were submitted and have been considered by the Arbitrator. The last such brief was received by the Arbitrator on June 8, 1983. At the request of the**

**Arbitrator, the parties agreed to waive the statutory requirement that a decision issue within thirty days thereafter, and, instead, granted the Arbitrator an additional week, specifically until July 14, 1983, in which to issue his Opinion and Award in this matter.**

**ROW 41.56.450 provides that the Arbitrator "make written findings of fact and a written determination of the issues in dispute, based on the evidence presented." This document is submitted in accordance with that statutory requirement. I have labeled it an Interest Arbitration Opinion and Award because that is the manner in which arbitrators generally label their decisions.**

**ISSUES IN DISPUTE**

The parties agree that the following issues are in dispute:

1. Wages
2. Longevity
3. Non-standard shift
4. Overtime: callback alarms
5. Holiday pay differential

The Employer addressed the question of medical insurance and dental insurance in its evidentiary presentation at the hearing. However, the Employer has made clear that it does agree to retain a one hundred per cent contribution toward the medical and dental insurance programs presently in effect. It merely wants to make clear to the Union and the Arbitrator that, due to a raise in premiums in 1983, this will result in a 1.3% increase in payroll costs for 1983.

The parties have agreed that the term of the Agreement subject to this arbitration will be from January 1, 1983 thru December 31, 1984, and that the provisions of the Agreement would apply retroactively to January 1, 1983.

## 1. WAGES

### Employer proposal

The Employer proposes a wage increase of what it computes to be 3.2% above the 1982 wage costs for the contract year 1983. The Employer further indicates that 1.1% of the 3.2% would come from step increases employees would be entitled to by moving up, for example, from Firefighter 2 (FF 2) to Firefighter 3 (FF 3). Thus the Employer proposes to raise the probationary Firefighter from \$1,332 per month to \$1,632 a month, a raise of \$300 a month and 22.5%. The Employer further proposes to raise the Firefighter 1 (FF 1) from \$1,562 per month to \$1,729 per month, a raise of \$167 and 10.7%. Further, the Employer proposes to raise the Firefighter 2 (FF 2) from \$1,731 to \$1,845, a raise of \$114 and 6.8%.

**As of December 31, 1982, the last day of the expired Collective Bargaining Agreement, the Employer had in its employ fifteen bargaining unit members of which there were no Probationary Firefighters, three employees classified as FF 1, one employee classified as FF 2, six employees classified as FF 3, four employees classified as Lieutenants, and one employee classified as Captain.**

**The Employer proposes no increase in wages in 1983 for the following classifications: FF 3, Lieutenant, and Captain. Thus under the Employer's proposal for 1983, eleven of the fifteen employees would receive no increase in wages.**

**For 1984, the Employer proposes a 5% increase in wages over 1983 for each of the six job classifications.**

### **Union Proposal**

**For 1983 the Union proposes a monthly base salary of \$2,276 for an FF 3. This would be a raise of \$260 per month, or about 12.9% over what a FF 3 is currently paid. The Union has informed the Arbitrator that its total wage proposal for 1983 would result in an increase of 15.4%. With respect to the other five job classifications, the**

**Union proposes for 1983 that the Probationary classification be raised from \$1,332 per month to \$1,593, a raise of \$261 per month. With respect to FF 1, the Union would propose to raise the base monthly salary from \$1,562 to \$1,821, a raise of \$259 per month. With respect to FF 2, the Union proposal is a raise from \$1,731 to \$2,048, a raise of \$317 per month. With respect to Lieutenant, the Union proposal is a raise from \$2,162 to \$2,504, a raise of \$342. With respect to Captain, the proposed raise is from \$2,390 to \$2,731, a raise of \$341 per month.**

**Finally, the Union believes that it would be appropriate to set the salaries of bargaining unit employees as a percentage of what is paid the FF 3, also referred to as the Senior Firefighter. Thus the Union would set the FF 3 as the 100% figure, and, thereafter, provide an amount of 70% for probationary employees, 80% for FF 1, 90% for FF 2, 110% for Lieutenants, and 120% for Captains.**

**With respect to the year 1984, the Union proposes that**

**the FF 3 classification be raised an additional 8% above the \$2,276 figure proposed for 1983. Further, the Union proposes that the other five classifications be raised a commensurate amount so that the percentage relationships between the job classifications would remain standardized as described with respect to the Union's 1983 position.**

#### **Arbitrator Discussion**

**A review of the foregoing makes clear that the parties have vastly different positions as to the appropriate amount of wages to be paid for the firefighters in the City of Bothell for 1983 and 1984. A review of the parties contentions regarding the question of wages indicates that the reason for the disparity is that the parties have selected vastly different cities and fire districts to be used as comparables. Reliance on comparables is based upon the statutory direction to the Arbitration Panel contained in RCW 41.56.460, which provides that:**

**In making its determination, the panel shall be mindful of the legislative Purpose enumerated in ROW 41.56.430 and as additional standards or guidelines to aid in reaching a decision, it shall take into consideration the following factors: . .**

**(c) Comparison of wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours, and conditions of employment of uniformed personnel of cities and counties respectively of similar size on the west coast of the United States.**

**The legislative purpose enumerated in RCW 41.56.30, which ROW 41.56.460 directs the Arbitration Panel to be mindful of is set forth below:**

**The intent and purpose of this 1973 ammendatory 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 in effect an adequate means of settling disputes.**

**Bothell is a somewhat unique city with respect to the provision of fire suppression services. This is because Bothell is apparently the only city in western Washington which contracts out such service to other fire districts. Bothell is a city of approximately 7,500 population, but due to the contracting out of fire suppression services, it actually serves a population somewhere between 25,000 to 30,000 people living in King and Snohomish counties in western Washington.**

**Lieutenant Clarence Ashe testified on behalf of the Union. He testified that he used as comparables all cities and fire districts in western Washington which had populations either within 70% of 25,000 or more than 25,000 but no more than 140% of 25,000. This came to a total of 23. However, three localities were not included by Lieutenant - Ashe, because they did not provide 24 hour fire protection. The Employer agreed that failure to provide 24 hour protection rendered such a locality significantly different from that of Bothell.**

**The Employer, believes it appropriate to consider fire districts which serve populations in the neighborhood of 25,000 people and has listed three such fire districts in its comparables. These three comparables are King County Fire District No. 16, King County Fire District No. 40, and Snohomish County Fire District No. 7. However the Employer believes, that an additional and equal factor in the comparables should be cities of similar population to that of Bothell, which also contain certain other relevant similarities in the Employer's view. The cities the Employer selected are Hoquiam, Tumwater, and Mt. Vernon. These cities, as I understand it, do not contract out fire suppression services to citizens located outside their city limits.**

**After carefully studying the contentions of the parties, I find that the appropriate comparables to use in this case are the seven fire districts which are located**

**in King or Snohomish counties. In this regard, I note that the Employer here provides fire suppression services in King and Snohomish counties, and, therefore, what other fire-fighters are being paid by fire districts serving similar populations in the same two county area are highly relevant in establishing comparables for the City of Bothell. Here, of course, we are not looking at a major metropolitan city, such as Seattle, and, therefore, need not look to communities located far from the community involved in order to find appropriate comparables. Here, the statutory criteria are well served by looking at comparables in the same labor market. Additionally, not only are the parties in agreement that three of the seven King County or Snohomish County fire districts are appropriate comparables, but the relationship between Bothell and some of these other district's is enhanced beyond mere proximity by the fact that Bothell engages in mutual response to alarms, and, at least in one case, King County Fire District No. 26, it contracts out fire suppression service to a city (Des Moines) in much the same manner as Bothell contracts out suppression service to fire districts.**

**I have eliminated from the list of comparables the cities with populations between 70% and 140% of 25,000 presented by the Union. I agree with the Employer that these cities are different in kind from a small city such as Bothell, which is a city of 25,000 to 30,000 only for the purpose of providing fire suppression services. In that way, Bothell is much more like a fire district of 25,000 people than of a city of 25,000 people. It must be remembered that a city of 25,000 people will generally have a larger tax base and greater budgetary flexibility than a smaller city of 7,500 people. This same flexibility is not present in a fire district which generally may tax only at a fixed rate for the specific purpose of providing for fire department type services. Further, most of the cities listed by the Union in its comparison are located outside of King and Snohomish counties.**

**I agree with the Union that a city with a population of 7,500 or 10,000 is not comparable to a fire district with a population in the neighborhood of 25,000 with respect to determining firefighter wages. It must be remembered that it was and is the City of Bothell that has determined to expand its fire department by providing fire services to fire districts. Presumably Bothell chose to do this in order to**

take advantage of the economies of scale and other benefits - which flow from being able to maintain a full time professional fire department for its residents; such as, more - available manpower, more and better equipment, and better response time. In any event, Bothell's fire department provides service to an additional group of people three to four times larger than the population of Bothell. This makes Bothell very different from other small cities with respect to its fire department. Further, the three small cities for which the Employer provided data for 1983 are all located outside of King and Snohomish Counties.

Union Exhibit No. 9 sets forth, among other things, the monthly base salary paid in 1983 for FF 3's for the seven fire districts I have deemed to be the applicable comparables. These districts are King County No. 2 (Burien), King County No. 16 (Kenmore), King County No. 26 (Des Moines), King County No. 36 (Woodinville), King County No. 40 (Spring Glen), King County No. 43 (Maple Valley), and Snohomish County No. 7 (Clearview). When one adds the figures appearing on Union Exhibit No. 9 for the FF 3 for these seven fire districts the average monthly base salary is \$2,192. Thus if the FF 3 were raised to the average of the comparables, the raise would amount to a \$176 raise in the monthly base salary, which works out to a percentage of 8.73%.

A reasonable argument can be made that a raise of 8.73% in these economic times is too high. However, such a raise would place the Bothell FF 3, only at the average level of the seven comparables, and at a monthly base salary above only two of the comparables, Snohomish County District No. 7 and just barely above King County District No. 16. At the same time, the Bothell FF 3 would remain below, and in some cases substantially below, the monthly base salary for the other five comparables. Therefore, I conclude that an appropriate monthly base salary for the FF 3 in Bothell for the first year of the contract, namely the year 1983, is \$2,192.

The question then remains as to what should be the appropriate figures for the other five job classifications. To have a system by which the wages of other job classifications are pegged to that of the Senior Firefighter has merit. It will allow the parties to negotiate the rate for the job classification that generally has the largest number of employees in the bargaining unit, the FF 3, and then set

the rate for the other five classifications without having to negotiate each contract term an appropriate rate for each of the job classifications. Such a system would also meet the intent and purpose of the statutory scheme here as it would tend to reduce conflict between the classifications of workers, thus removing an additional difficulty otherwise present when a collective bargaining agreement is negotiated.

The figures of 70% for the Probationary Firefighter, 80% for the FF 1, and 90% for the FF 2, are appropriate percentages. In this regard I note that 70% of \$2,192 equals \$1,535, which is \$97 less a month than the Employer proposes. Further, 80% of \$2,192 equals \$1,754, placing the FF 1 at a base monthly salary of only \$25 above what the Employer has offered. Ninety percent of \$2,192 equals \$1,972. Nineteen hundred and seventy-two dollars is \$127 above what the employer has offered for 1983 for the FF 2, but it is \$45 less than the \$2,017 average for the FF 2 for the seven comparables based on the figures appearing on Union Exhibit No. 9. While I realize that \$1,972 is approximately 14% more than what the FF 2 was making in 1982, I will grant this increase in view of the strong case made for it by the comparables. Furthermore, a review of City Exhibit No. 19 indicates that no firefighter will be an FF 2 for an entire year during 1983 or 1984. Further, I note that the Employer realizes substantial raises may be necessary as its proposal for the probationary employee amounts to a 22.5% increase, and its proposal for the FF 1 amounts to a 10.7% increase.

I next move to a consideration of the Lieutenants monthly base salary. One hundred ten percent of \$2,192, the FF 3 rate, would provide a salary of \$2,411 for a Lieutenant. This salary would be an 11.5% increase over the \$2,162 earned by the Lieutenant in 1982. In my view, such a salary increase for the Lieutenant is not warranted by the comparables. Thus the average for the Lieutenant for the seven comparables comes to \$2,380. This amounts to about a 10% increase over the \$2,162 amount earned by the Lieutenant in 1982. I believe this amount to be appropriate based upon the comparables. If one looks at Exhibit No. 9 and examines the seven comparables, only the Snohomish County District No. 7 actually provides a lesser amount for the Lieutenant than \$2,380.

**I next turn to the Captain classification. One Hundred and twenty percent of the FF 3 base salary of \$2,192 amounts to \$2,630, resulting in an increase of \$240 a month. There are only four comparables available for the Captain, which includes the \$2,343 figure that a Captain makes in the Snohomish County No. 7 Fire District after he has served one year. The Captain in Bothell has served more than one year. The average for the four Captain comparables is \$2,575. Twenty-five hundred and seventy-five dollars would place the Bothell Captain at a point where he would be receiving a salary greater than that of only the Captain in the Snohomish County Fire District, which only recently instituted a Captain job classification. Additionally this raise is not excessive, as it would provide for a raise of about 7.7%, and would be in line with the comparables.**

**The next question that must be resolved is what would be the appropriate salary figures for 1984.**

**The raises granted for 1983 are substantial. However, they have been granted based on a careful examination of the comparables in accordance with the statutory criteria. The Employer admits it could have paid the full Union proposal although it may well have meant not providing other services. However, the arbitration panel is also directed to consider:**

**The average consumer prices for goods and services, commonly known as the cost of living.**

**I have relied on the comparables in reaching the raises for 1983. The statute does not tell the arbitration panel what weight to give the Consumer Price Index vis a vis the other factors listed in the statute. I do note, however, that the "Consumer Price Index for Urban Wage Earners and Clerical Workers Revised", for Seattle, has actually decreased between January 1982 and March 1983, the last date for which figures are available. Further, although the Index did increase slightly for a period of time during -- 1982, it has been going down since November of 1982. These facts speak in favor of a very small raise or no raise at all. Rather than try to mix in one year two major components of the statutory criteria, I have determined to apply the CPI criteria to the 1984 contract year. Thus I have determined that no raise is appropriate in 1984 in view**

of the CPI and in view of the substantial raise provided employees in 1983. This conclusion is further based on the fact that I will reduce the work week for 1984 which has an economic cost.

However, to protect employees against an unanticipated substantial rise in the Consumer Price Index during the remainder of this year, I have determined to provide that if the BLS "Consumer Price Index for 1983 for Urban Wage Earners and Clerical Workers Revised" goes up by 7% or more during the period November 1982 through November 1983 for Seattle, employees shall receive a cost of living increase of 1/10 of 1% for each 1/10 of 1% rise in the aforementioned index above 7%, thus for example, if the index were to rise 7.1% during the period November 1982 through November 1983 the employees would be entitled to a 1/10 of 1% cost of living increase.

## **2. LONGEVITY**

### **Employer Proposal**

The Employer proposes not to add any longevity provisions to the Agreement.

### **Union Proposal**

The Union proposes that a longevity premium be added to the Agreement which would provide an additional 2% to employees after five years, 4% after ten years, 6% after fifteen years, and 8% after twenty years.

### **Arbitrator's Decision**

I have carefully considered the arguments of the parties and the evidence presented. The evidence is far from conclusive. Union Exhibit No. 16 shows that with respect to the seven comparables, four provide some sort of longevity while three do not. In view of the substantial increases in wages provided by this Arbitration Award, the addition of any longevity premium at this time would be inappropriate.

## **3. NON-STANDARD SHIFT**

### **Employer Position**

**The Employer would retain the fifty-six hour non-standard shift.**

#### **Union Position**

**The Union wants a non-standard shift which would result in a reduction from fifty-six hours to 52.308 hours.**

#### **Arbitrator's Decision**

**A review of the evidence with respect to the comparables (Union Exhibit No. 11) shows only six of the seven comparables as it does not contain any information regarding King County District No. 36, Woodinville. However, of the six comparables only one, Snohomish County District No. 7, has a fifty-six hour shift. Two others have a fifty-four hour shift, while the other three have a forty-two and one half, forty-eight and forty-nine hour shift. Based on these comparables, a reduction in hours in the non-standard shift is appropriate. Further, I note the comments of the City Manager that these firefighters are highly productive workers. Thus it would appear that the Union's request for a 52.308 hour non-standard shift is appropriate. However, in order to provide time for the smooth implementation of this shift, it shall be ordered effective January 1, 1984. Further, as described previously, since hours are being reduced by approximately 7%, I set the cost-of-living required increase at 7% before any raise in salary would be required in 1984.**

#### **4. OVERTIME: CALLBACK ALARMS**

##### **Employer Position**

**The Employer proposes a two hour minimum.**

##### **Union Proposal**

**The Union proposes a four hour minimum.**

##### **Arbitrator's Decision**

**Presently the minimum payment as set forth in Article 10, Section 6 of the 1981-1982 Agreement is one half-hour.**

**Based on the evidence presented and in view of the substantial increase in the minimum callback provision offered by the Employer, I find the Employer's proposal**

appropriate, and, therefore, shall order a two hour minimum be inserted in the Agreement.

## **5. HOLIDAY PAY DIFFERENTIAL**

### **Employer Proposal**

The Employer proposes \$40 for each shift that begins on any of the six holidays set forth in Article 12, Section 6.

### **Union Proposal**

The Union D time and a half for each shift than begins on one of the aforementioned holidays.

### **Arbitrator's Decision**

Presently Article 12 Section 6 of the Agreement provides for \$30 for a shift worked in connection with one of the six holidays. The evidence presented does not provide support for a substantial raise in holiday pay differential. Therefore I have determined that the Employer's offer of \$40 is appropriate and it shall be ordered.

## **INTEREST ARBITRATION AWARD**

Your Arbitrator renders this Final Award on the five issues described in the attached Opinion.

### **Wages**

**1/1/83 - 12/31/83**

<b>Firefighter, Probationary:</b>	<b>\$1,535 per month</b>
<b>Firefighter 1:</b>	<b>\$1,754 per month</b>
<b>Firefighter 2:</b>	<b>\$1,972 per month</b>
<b>Firefighter 3:</b>	<b>\$2,192 per month</b>
<b>Lieutenant:</b>	<b>\$2,380 per month</b>
<b>Captain:</b>	<b>\$2,575 per month</b>

**1/1/84 12/31/84**

Same as 1983, unless the BLS "Consumer Price Index for Urban Wage Earners and Clerical Workers Revised" for Seattle goes up by 7% or more during the period of November 1982 through November 1983. If such should occur, employees shall receive a cost of living increase of 1/10 of 1% for each 1/10 of 1% rise in the

**aforementioned Index above 7%. For example, if the Index were to rise 7.1% during the period November 1982 to November 1983, the employees would be entitled to a 1/10 of 1% cost of living increase for 1984.**

**Longevity**

**No longevity provision shall be added to the Agreement.**

**Non-Standard Shift**

**Effective 1/1/84, the non-standard shift shall be no longer than 52.308 hours.**

**Overtime: Callback Alarms**

**Article 10, Section 6 shall have substituted the words "two hours" for the words "one-half hour" appearing at line 4.**

**Holiday Pay Differential**

**Article 12, Section 6 shall have substituted the amount \$40.00 for the amount \$30.00 appearing at line 3.**

**July 14, 1983  
Seattle, Washington**

\_\_\_\_\_  
**Michael H. Beck, Arbitrator**