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PUBLIC EMPLOYMENT
RELATIONS COMMISSION
OLYMPIA, WA

IN THE MATTER OF
CITY OF BOTHELL

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 2099

AAA No.: 75 300 0025 87

Date Issued: July 31, 1987

INTEREST ARBITRATION

OPINION AND AWARD

OF

ALAN R. KREBS

Appearances:

CITY OF BOTHELL

Jerald L. Osterman

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 2099

James H. Webster

IN THE MATTER OF

CITY OF BOTHELL

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 2099

OPINION OF THE ARBITRATOR

PROCEDURAL MATTERS

The Arbitrator was selected by the parties with the assistance of the American Arbitration Association, and in accordance with RCW 41.56.450. RCW 41.56.450 provides for hearings to be held before an arbitration panel consisting of three persons. The parties stipulated that this matter would be heard by a single arbitrator, rather than the three person panel described in the statute. A hearing was held in Bothell, Washington, on June 10, 1987. City of Bothell was represented by Jerald L. Osterman, City Manager. International Association of Firefighters, Local No. 2099 was represented by James H. Webster of the law firm Webster, Mrak and Blumberg.

At the hearing, the testimony of witnesses was taken under oath and the parties presented documentary evidence. There was no reporter present, and, therefore, the Arbitrator tape recorded the proceedings for the sole purpose of supplementing his personal notes.

The parties agreed upon the submission of post hearing briefs. The briefs of the parties were received by the Arbitrator on July 1, 1987.

ISSUES

The Union represents 30 of the City's uniformed firefighting personnel, including 22 firefighters, 6 lieutenants, and 2 captains. The Union and the City are parties to a collective bargaining agreement which expired on December 31, 1986. They were unable to reach an agreement on a new agreement despite their efforts in negotiations and the efforts of a mediator. In accordance with RCW 41.56.450, the Executive Director of the Washington State Public Employment Relations Commission certified that the parties were at impasse, specifically, with regard to wage rates and longevity pay. With the exception of these two issues, the parties have agreed to all contract provisions for a two-year agreement, effective from January 1, 1987.

APPLICABLE STATUTORY PROVISIONS

Where certain public employers and their uniformed personnel are unable to reach agreement on new contract terms by means of negotiations and mediation, RCW 41.56.450 calls for the interest arbitration of their disputes. In interest arbitration, an arbitrator or arbitration panel adjudicates a

resolution to contract issues which are at impasse following collective bargaining negotiations. RCW 41.56.030 defines "uniformed personnel," for whom interest arbitration are available, as encompassing firefighters. The parties agree that RCW 41.56.450 is applicable here.

RCW 41.56.460 sets forth certain "basis for determination" which must be considered by an arbitrator in deciding the controversy. This statute has been amended, effective July 26, 1987. Thus, the negotiations and the hearing in the instant matter were conducted before the effective date of the amended statute. This Decision is being issued after that effective date. The old language reads as follows:

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

- (a) The constitutional and statutory authority of the employer.
- (b) Stipulations of the parties.
- (c) Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of like personnel of like employers of similar size on the west coast of the United States.
- (d) The average consumer prices for goods and services, commonly known as the cost of living.
- (e) Changes in any of the foregoing circumstances during the pendency of the proceedings; and
- (f) Such other factors, not confined to the foregoing, which are normally or

traditionally taken into consideration in the determination of wages, hours and conditions of employment.

The recent amendment to RCW 41.56.460 changed only subsection (c). The newly revised subsection (c) is quoted below, with the new subsection (c) language underlined:

(c)(i) For employees listed in RCW 41.56.030(6) (a) and (c), comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States(,);

(c)(ii) For employees listed in RCW 41.56.030(6)(b), comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers shall not be considered;

Subsection (c)(ii) is applicable to firefighters since firefighters are referenced in RCW 41.56.030(6)(b).^{1/}

RCW 41.56.430, which is referred to in RCW 41.56.460, reads as follows:

41.56.430 Uniformed personnel-
Legislative declaration. The intent and

^{1/}My analysis of the instant controversy would be no different whether the old or the revised version of the statute is applied.

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.

Proposals

The City proposes that all members of the bargaining unit should receive a 2 percent wage increase effective January 1, 1987 and an additional 2 percent wage increase effective January 1, 1988. The City contends that no provision for longevity pay should be inserted into the Agreement. The City asserts that such a compensation increase is more than fair considering the consumer price index and the settlements reached with other City employees. The compensation paid to bargaining unit members is very close to the average of the jurisdictions suggested by the City as comparable.

The Union proposes that there should be an award of a 15.9 percent increase in total compensation effective January 1, 1987, and a wage increase effective January 1, 1988, equal to increases in the CPI during 1987. The Union proposes that as part of its total compensation increase, it be awarded longevity pay of 2 percent of monthly salary after 5 years, 4

percent after 10 years, and 6 percent after 15 years. The Union asserts that such an award would permit bargaining unit employees to "catch up" with their peers employed by comparable fire departments.

Comparables

One of the primary standards or guidelines enumerated in RCW 41.56.460 upon which an arbitrator must rely in reaching a decision is a comparison of wages, hours and conditions of employment of personnel involved in the proceedings with those of like personnel in comparable employers of similar size. In order to make such a comparison, one must first determine which comparable employers should be selected.

The parties were unable to agree upon a list of comparable employers. The City proposes that the Arbitrator consider two cities and four fire districts as appropriate for comparison. The cities are Issaquah and Marysville. The fire districts are King County Fire Districts Nos. 16 and 36, and Snohomish County Fire Districts Nos. 7 and 12. The Union suggests 11 comparable jurisdictions. Two are cities: Edmonds and Lynnwood. The remainder are fire districts: King County Fire Districts Nos. 2, 11, 24, 36, and 40; Snohomish Fire Districts Nos. 7 and 12; and Pierce County Fire Districts Nos. 3 and 5. In selecting comparables, both the City and the Union focused on comparing the population and assessed property valuation of

the employing entity here with those of other public employers located nearby.

The City of Bothell is located a bit northeast of Seattle and falls within both King County and Snohomish County. It has a population of about 9,500. The City's fire department provides fire protection and emergency medical service not only within the geographic confines of the City of Bothell, but also to two neighboring fire districts. King County Fire Protection District No. 42 and Snohomish County Fire Protection District No. 10 each have had contractual relationships with the City for a number of years. It is not clear when these relationships began, though they existed in 1983 when the parties were last involved in an interest arbitration proceeding. Three of the four fire stations operated by the City are situated outside of the City's geographic boundaries. In return, the City receives a major share of its funding for its fire department from the two fire districts. The City's fire department budget for 1987 is \$1,350,349, of which the contracting fire districts provide \$978,500.

A significant preponderance of the population served by the City's fire department live within the confines of the contracting fire districts. Within the service area of Fire District No. 42 are about 12,000 residents. Within Fire District No. 10 are about 13,500 residents.

The City limited its choice of comparable jurisdictions to cities and fire districts located within King and Snohomish Counties. It chose Issaquah and Marysville because they are the only two cities within King and Snohomish Counties which have a population between 5,000 and 15,000 and also operate fire departments with paid staff. It chose the four fire districts that it did because they were close in population to the combined population total of the two fire districts which the City serviced (25,500).

The Union limited its choice of comparable jurisdictions to cities and fire districts situated in King, Snohomish, and Pierce Counties. Pierce County adjoins King County to the south. King, Snohomish, and Pierce Counties together constitute the labor market that is recognized by the U.S. Bureau of Labor Statistics for its Consumer Price Index for the Seattle metropolitan area. Having narrowed its choice of comparables to those located within the three county area, the Union further narrowed its selection by looking at those fire departments that had a population and an assessed valuation which each were between 70 percent and 140 percent of the total for the City of Bothell combined with the two fire districts which it services. The Union points out that in its 1983 interest arbitration with the City, Arbitrator Michael Beck had selected comparable jurisdictions which had fallen

within a population range of 70 percent and 140 percent of the population serviced by the City's fire department.^{2/}

The combined population of the City and the two fire districts which it services is about 35,000. It is that figure which shall be used as a basis for comparison. The City argues that consideration must be given to the fact that the City has less than 10,000 residents. Comparing it to much larger jurisdictions would result in higher salaries for its fire department employees in relation to that received by those employed in other departments of the City. I view it as more unfair to compare the salaries of City's firefighters with the two cities proposed for comparison by the City. Those two cities have a population of 6,000 and 7,000 respectively. It is unlikely that their fire departments are similar to that of the City. The City operates a fire department which services a population five or six times greater. The number of alarm responses made by the City's fire department approximates the average of those made by the comparators proposed by the Union. It must be presumed that the Bothell Fire Department's manpower, number of stations,

^{2/}The Union and the City agree that the comparable jurisdictions selected by Arbitrator Beck should not be used in the instant proceeding. The City disagrees with the method by which Arbitrator Beck selected comparators. The Union asserts that changed circumstances require that new comparators be used. Since the time of the 1983 interest arbitration, the population of the area for which the City provides fire services has grown. While Arbitrator Beck based

response time, equipment, and type and quantity of duties, all are more akin to that of much larger jurisdictions than the two small cities proposed by the City as comparators. Moreover, there is a distinction between the City's fire department and the fire departments of similarly sized cities, which lessens the significance of a salary comparison between them. Most of the fire department's budget here is derived not from taxes and fees collected by the City, but rather from payments made by the two contracting fire districts. Thus, with regard to its fire department, the City is very different from other small cities, such as the City's proposed comparators, which have no contractual relationship to provide fire service to surrounding fire districts.

Also, the recently amended language in RCW 41.56.460 (e)(ii) makes it clear that the legislature recognizes the significance of the size of fire departments for selecting comparators. It is unlikely that the size of the Bothell fire department is similar in size to that of Issaquah and Marysville.

The City emphasizes in its argument that future contracts with the two fire districts cannot be assured. The

his selection of comparators on a population served amounting to 25,000, the parties agree that the population for the same service area now totals 35,000. Thus, both parties agree, though for differing reasons, that it is appropriate to select new comparators.

relationship has existed for a number of years, and there is no evidence that it will soon end. The current circumstance is that the City operates a fire department commensurate with the size of its service area. Should those circumstances change, then presumably the new situation would be recognized in collective bargaining, and, if necessary, interest arbitration.

In the same manner as Arbitrator Beck, I find that only jurisdictions located in King and Snohomish Counties shall be used as comparators. It would not be unreasonable to include jurisdictions from Pierce County as comparators as the Union urges, particularly since the U.S. Department of Labor now considers Pierce, King, and Snohomish Counties to be one labor market area for the purpose of establishing its metropolitan Seattle consumer price index. Nevertheless, there are sufficient comparators available from King and Snohomish Counties, and those counties are more significant since the City and the contracting fire districts fall within their boundaries. Also, the City has reciprocal agreements for services with various cities and fire districts located in King and Snohomish Counties. Terms and conditions of employment of similarly sized jurisdictions situated in relative proximity to, and thus the same labor market as, the City are particularly relevant in establishing the appropriate comparators for the City.

As suggested by the Union, I have accepted the determination made by Arbitrator Beck in his 1983 Award involving these parties, that it would be appropriate to consider as comparators those jurisdictions in King and Snohomish Counties which have a population between 70 percent and 140 percent of the combined population of the City and its two contracting fire districts. Unlike Arbitrator Beck, I have also considered assessed value, since both parties are in agreement that this is a relevant factor. Thus, I have selected as appropriate comparators, those cities and fire districts in King and Snohomish County which have a population and assessed value each which are within 70 percent and 140 percent of those of the combined totals of the City and the two contracting fire districts. Such a range permits the selection of an adequate number of comparators, with serviced populations and assessed values, in some cases above and in some below, that of the City.

I find that nine jurisdictions are appropriate for comparison with the City. The figures below are those supplied by the Union:

<u>Employer</u>	<u>Serviced Population</u>	<u>Assessed Value</u>
King County F.D. No. 2	35,000	818,530,125
King County F.D. No. 11	48,000	1,058,781,967
King County F.D. No. 24	30,000	667,701,221
King County F.D. No. 36	28,000	870,738,544
King County F.D. No. 40	27,000	646,111,745
Snohomish County F.D. No. 7	40,000	757,936,081
Snohomish County F.D. No. 12	30,000	637,201,739

Edmonds F.D.	28,700	1,102,950,911
Lynnwood F.D.	<u>24,700</u>	<u>1,008,066,590</u>
Average of Comparators	<u>32,377</u>	<u>840,890,991</u>
Bothell F.D.	<u>35,000</u>	<u>886,453,027</u>

Cost of Living

RCW 41.56.460(d) requires that the arbitrator take into consideration "[t]he average consumer prices for goods and services, commonly known as the cost of living." The Seattle-Everett consumer price index for all urban consumers, published by the United States Department of Labor, Bureau of Labor Statistics, rose by 0.6 percent between November 1985 and November 1986. According to the City, that is the most recent published figure for the Seattle-Everett area. Also, the City points out that in recent years, wage settlements with the firefighters have exceeded the cost of living. For the past four years, bargaining unit members have received wage increases totalling 15.9 percent, while the annual increases for the consumer price index has risen a total of less than 10 percent.

Other Considerations

RCW 41.56.460(f) requires that the arbitrator also shall consider "[s]uch other factors, . . . which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment." The City points

out that there is a very low turnover rate among firefighters and that there is a flood of applicants whenever positions become available. Only one firefighter has resigned from the fire department during the past 15 years. Two hundred applications for employment were received when the City last accepted applications for firefighter positions. The City argues that the terms and conditions of employment offered by the City are sufficient to attract and retain qualified employees, and therefore are competitive.

The City also points out that all other City employees, including two groups represented for purposes of collective bargaining, have received a 2 percent wage increase for 1987, and an additional 2 percent wage increase for 1988. Terms and conditions of employment enjoyed by other employees of an employer are often raised and considered in collective bargaining. The significance of this factor is somewhat reduced here because the fire department is significantly different from all other departments of the City. Only the fire department operates in large part outside the City and only the fire department receives most of its budget from sources outside the City. Therefore, there is less reason here, than normally is the case, to tie the firefighters' compensation to that received by other City employees.

The City does not contend that it is undergoing special financial difficulties. Rather, it asserts that as a

responsible local government, it has distributed available funds in order to provide the proper balance of services to the community.

Longevity Pay

The Union requests longevity pay amounting to 2 percent of monthly salary after 5 years, 4 percent after 10 years and 6 percent after 15 years. The City asserts there should be no longevity pay.

The following reflects the selected comparators treatment of longevity pay:

King County Fire District No. 2

5-9 years	-	1%
10-14 years	-	2%
15-19 years	-	3%
20-24 years	-	4%
25 +	-	5%

King County Fire District No. 11

5-9 years	-	\$15 per mo.	[equivalent to 0.55%]
10-14 years	-	\$30 per mo.	[equivalent to 1.1%]
15-19 years	-	\$45 per mo.	[equivalent to 1.65%]
20-24 years	-	\$60 per mo.	[equivalent to 2.2%]
25 +	-	\$75 per mo.	[equivalent to 2.7%]

King County Fire District No. 24

None

King County Fire District No. 36

None

King County Fire District No. 40

None

Snohomish County Fire District No. 7

None

Snohomish County Fire District No. 12

5-10 years	-	1.5%
10-15 years	-	3%
15 +	-	4.5%

Edmonds

6-12 years	-	2%
12-18 years	-	4%
18 +	-	6%

Lynnwood

4-7 years	-	\$20 per mo. [equivalent to 0.77%]
7-10 years	-	\$40 per mo. [equivalent to 1.55%]
10 +	-	\$60 per mo. [equivalent to 2.33%]

I have considered the City's argument that it would create an inequity to establish longevity pay for firefighters when other City employees do not receive it. Nevertheless, I conclude that it would be appropriate for the City to provide longevity pay to the firefighters. First of all, and most importantly, a majority of the comparators provide for longevity pay. Moreover, it is not unreasonable for the City to reward long years of service. With the virtually nonexistent turnover in the fire department, promotional opportunities are limited. It is likely that over the course of years of employment, a firefighter obtains some additional competency or experience which is of some benefit to the City. Indeed, the City appears to recognize this principle

since it pays an additional amount to its volunteers who have over ten years of experience.

I conclude that longevity pay of 1 percent of base monthly salary is appropriate for employees with 5 to 10 years of experience, 2 percent for those with 10 to 15 years, and 3 percent for those with more than 15 years. These figures reflect the approximate average of the five comparators which offer longevity pay. The effective date of the new longevity provision shall be January 1, 1988 in view of the substantial wage increase which shall be awarded for 1987.

Wages

The City proposes that, effective January 1, 1987, the monthly rates of pay for bargaining unit members should be increased by 2 percent, and that effective January 1, 1988, that the monthly rates should be increased by an additional 2 percent. The Union proposes that there be a 15.9 percent increase in total compensation effective January 1, 1987 with the increased compensation apportioned between longevity pay and a monthly salary increase, and that there be a cost of living increase for the second year of the Agreement.

Both parties agree that in establishing wage comparability between differing jurisdictions, it is most appropriate to look at the entire compensation situation. It is unrealistic to look at wages in isolation, since wages are only one aspect of compensation. Thus, in comparing compensation levels, I

have considered such compensation items as salary, longevity pay, education incentive, emergency medical technician (E.M.T.) pay, insurance items, and other such financial benefits. Since by statute all of the comparators pay the same percentage for retirement contributions, I have not considered that factor. On the other hand, I have considered social security contributions, since the comparators differ with regard to whether such contributions are made. The City argues that social security should not be considered since many years ago, the firefighters elected to withdraw from the system. Nevertheless, a jurisdiction's social security payments on behalf of an employee are a benefit cost. That benefit cost varies from jurisdiction to jurisdiction. Some of the comparators offer their employees a benefit trust rather than social security. Others, such as the City here, offer neither. It is appropriate that these items be considered when comparing total compensation levels. I have disregarded matters related to holiday pay and overtime since there was insufficient evidence presented to properly make a comparison.

The Union argues that once the total gross monthly compensation of an employer is calculated, then the hourly wage should be determined by dividing the gross monthly compensation by the number of hours worked in a month, adjusting for holiday and vacation leave. Agreeing with the

City's position in this regard, I have determined not to consider hours worked, holidays or vacations for purposes of compensation comparisons. Of course, these matters have a direct financial impact on the employer. The employer may incur additional personnel costs in order to replace the absent employee or else accept diminished productivity. The number of hours worked directly relates to the level of hourly compensation. However, it would be misleading to factor hours worked, holidays and vacations into the compensation equation for comparative purposes and ignore a host of other issues related to hours. For instance, in this bargaining unit, the number of hours worked is affected by labor agreement provisions relating to sick leave and bereavement leave. The Union's suggested hourly wage comparison also disregards such related items as jury leave, military leave, education leave, overtime, meal periods, sleep time, standby time, and other issues which may significantly affect a comparison of the "hourly" compensation.

The 1987 base monthly compensation in the comparable jurisdictions for a top-grade firefighter with six years in service, an A.A. degree in fire science or other related field, an E.M.T. certification, a spouse and one dependent is reflected below:^{3/}

^{3/}These figures are derived from Union Exhibit No. 27, which is a summary of the compensation levels of the Union's suggested comparators. The collective bargaining agreements for the City's and the Union's suggested comparators were not introduced into evidence.

King County Fire District No. 2

base monthly salary	\$2,721.88
longevity	27.21
health/life benefits	242.60
social security	194.61
	<u>\$3,186.30</u>

King County Fire District No. 11

base monthly salary	\$2,711.34
longevity	15.00
education incentive	20.00
E.M.T. pay	50.00
health/life benefits	242.60
	<u>\$3,038.94</u>

King County Fire District No. 24

base monthly salary	\$2,625.00
health/life benefits	230.77
social security	187.68
	<u>\$3,043.45</u>

King County Fire District No. 36

base monthly salary	\$2,400.00
health/life benefits	323.46
	<u>\$2,723.46</u>

King County Fire District No. 40

base monthly salary	\$2,640.00
education incentive	52.80
health/life benefits	250.22
	<u>\$2,943.02</u>

Snohomish County Fire District No. 7

base monthly salary	\$2,348.00
health/life benefits	276.60
	<u>\$2,624.60</u>

Snohomish County Fire District No. 12

base monthly salary	\$2,555.00
longevity	38.33
education incentive	50.00
health/life benefits	299.48
	<u>\$2,942.81</u>

Edmonds

base monthly salary	\$2,747.00
longevity	54.94
physical fitness ^{4/}	41.20
mutual employees benefit trust	196.41
health/life benefits	<u>229.65</u>
	<u>\$3,269.20</u>

Lynnwood

base monthly salary	\$2,575.00
longevity	20.00
education incentive	154.50
health/life benefits	<u>246.63</u>
	<u>\$2,996.13</u>

The average total compensation for the firefighters in these nine comparable jurisdictions is \$2,974. The average base monthly salary is \$2,591.

In 1986, the City's total compensation for a top-grade firefighter with six years in service, an E.M.T. certification, an A.A. degree, a spouse and one dependent was as follows:

Bothell

base monthly salary	\$2,396.00
health/life benefits	<u>289.91</u>
	<u>\$2,685.91</u>

Thus, the Bothell firefighter in 1986 received about 10.7 percent less in total compensation than the average received

^{4/}1.5 percent of base pay for passing a physical agility test. All but two personnel qualified for the premium in 1986.

by the firefighters in the comparators during 1987. The 1986 base monthly salary of the Bothell firefighters is about 8.1 percent less than the average of the comparators during 1987.

No evidence was submitted with regard to the 1987 compensation increases implemented by the comparators. The Union did present the compensation settlements for 1988 which were available. The 1988 wage increases for the four comparators for which there is information are as follows:

King County Fire District No. 11 - 100 percent of the increase in the C.P.I. with a minimum of 3 percent and a maximum of 9 percent.

King County Fire District No. 36 - 4 percent increase.

Edmonds - 90 percent of the increase in the C.P.I., with a minimum of 2.5 percent and a maximum of 5.5 percent.

Lynnwood - A biweekly increase in wages of \$35.65 and \$48 per month for E.M.T. certification. (The total increase amounts to about 4 percent.)

I conclude that the appropriate salary increase for all bargaining unit members, based on the statutory criteria is 6 percent effective January 1, 1987. That figure still leaves the employees with total compensation which is below the average of the comparators. It places the City's firefighters ahead of only two of the nine comparators. On the other hand,

it is much higher than the 0.7 percent increase in the cost of living. It is considerably higher than the compensation increases for 1988 among the comparators. It is also three times higher than the increases received by other City employees.

For 1988, I conclude that an appropriate increase is 100 percent of the cost of living increase, with a minimum of 2 percent and a maximum of 6 percent. The parties agree that the appropriate cost of living index, if one is to be used, is the January 1987 to January 1988 metropolitan Seattle consumer price index (CPI-U). For the most part, the cost of living formula which I have utilized is similar to the one which the parties agreed to use for the second year of their agreement during collective bargaining negotiations for their 1985-86 agreement. Such a wage increase more than likely will result in increased compensation which is above the cost of living, since the City is already committed to paying any increase in health, dental, and disability insurance. The employees' real compensation for 1988 will further be increased by the implementation of longevity pay. The actual 1988 compensation increase is likely to be higher than that of the four comparators which have as yet settled for the 1988 year.

The 1987 and 1988 increases which are awarded here will each serve to move the compensation levels of the City's

firefighters closer to the average received by firefighters in the comparable jurisdictions. I have not fashioned an award which would cause the total compensation level of the City's firefighters to equate with the average of that of the comparators because the statutory criteria is more complex than that. The statute calls for a consideration of changes in the cost of living, and of other factors traditionally taken into consideration. Thus, consideration has been given to the very small change in the cost of living, the compensation settlements reached among the comparators for 1988, the more modest compensation increases received by other City employees, the low turnover, and the intense competition for positions when they become available. These other factors, when considered together, tend to moderate the level of increase which could be derived from a consideration of the comparability factor alone.

INTEREST ARBITRATION AWARD

It is the determination of your Arbitrator that the Collective Bargaining Agreement between the City of Bothell and the International Association of Firefighters, Local No. 2099 shall be amended to include the following:

- A. Effective January 1, 1987, the monthly rates of pay for all employees covered by the Agreement shall be increased by 6 percent.

- B. Effective January 1, 1988, the monthly rates of pay for all employees covered by the Agreement shall be increased by 1/10 of 1 percent for each 1/10 of 1 percent rise in the King-Snohomish-Pierce County Consumer Price Index (CPI-U) for the period from January 1987 to January 1988, as published by the United States Department of Labor, Bureau of Labor Statistics. The minimum of such increase shall be 2 percent. The maximum increase shall be 6 percent.
- C. Effective January 1, 1988, an employee covered by the Agreement shall be entitled to longevity pay in the amount of 1 percent of monthly base wages beginning with the month after the employee reaches the fifth anniversary of employment, and thereafter. For each month after the tenth anniversary of employment, an employee shall receive an additional 1 percent of monthly base wages (for a total of 2 percent). For each month after reaching the fifteenth anniversary of employment, an employee shall receive an additional 1 percent of monthly base wages (for a total of 3 percent).

Redmond, Washington

Dated: July 31, 1987

S/ALAN R. KREBS

Alan R. Krebs, Arbitrator