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PUBLIC EMPLOYMENT
RELATIONS COMMISSION
OLYMPIA, WA

IN THE MATTER OF
CITY OF SUMNER

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2877

PERC No.: 7812-I-89-179

Date Issued: July 23, 1990

INTEREST ARBITRATION OPINION AND AWARD

OF

ALAN R. KREBS

ARBITRATION PANEL

NEUTRAL CHAIRMAN: ALAN R. KREBS
CITY APPOINTED MEMBER: ALAN NYGAARD
UNION APPOINTED MEMBER: JACK ANDREN

Appearances:

CITY OF SUMNER

Michael J. Meglemre

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2877

James H. Webster

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IN THE MATTER OF

CITY OF SUMNER

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2877

OPINION OF THE NEUTRAL CHAIRMAN

I. PROCEDURAL MATTERS

In accordance with RCW 41.56.450, an interest arbitration hearing involving certain uniformed personnel of the city of Sumner was held before an arbitration panel consisting of three persons. City of Sumner appointed Alan Nygaard as its designee on the Panel. International Association of Firefighters, Local 2877 appointed Jack Andren as its designee on the Panel. Arbitrator Alan R. Krebs was selected as the Neutral Chairman of the Panel. The hearing was held in Sumner, Washington, on May 1, 1990. The City was represented by Michael J. Meglemre of Employee Relations Services, Inc. The Association 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. No court reporter was present, and, therefore, the Neutral Chairman tape recorded the proceedings for the sole purpose of supplementing his personal notes.

The parties agreed to waive the 30-day time limit for the Neutral Chairman's written decision. The parties also agreed that the Neutral Chairman alone would issue the resulting Decision, after accepting input from the City-appointed arbitrator and the Union-appointed arbitrator.

The parties agreed upon the submission of post-hearing briefs. The briefs of the parties were received by the Neutral Chairman on May 22, 1990. The Arbitration Panel conferred on July 6, 1990.

II. 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 interest arbitration to resolve their disputes. In interest arbitration, an arbitrator or arbitration panel adjudicates a resolution to contract issues regarding terms and conditions of employment, which are at impasse following collective bargaining negotiations. The parties agree that RCW 41.56.450 is applicable to the bargaining unit of firefighters involved here.

RCW 41.56.460 sets forth certain criteria which must be considered by an arbitrator in deciding the controversy:

41.56.460 Uniform Personnel--Interest 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) (ii) For [fire department] employees . . . 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;

(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.

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 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.

III. ISSUES

The Association represents a captain, three lieutenants and three firefighters in the Sumner Fire Department. Currently, the captain's position is vacant. The Department also employs a chief and an assistant chief. The Association and the City are parties to a collective bargaining agreement which expired on December 31, 1988. They were unable to reach agreement on a new contract 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 Commission certified that the parties were at impasse on a number of issues. The statutory interest arbitration procedures were invoked. The unresolved issues are:

1. Wages
2. Health and Welfare
3. Differential Between Ranks

IV. PROPOSALS

The parties have agreed that the new contract should have a duration of three years and should be retroactive to January 1, 1989. The City proposes that all members of the bargaining unit should receive a 2.72 percent wage increase effective January 1, 1989, an additional 3.5 percent wage

increase effective January 1, 1990, and an additional 3.5 percent wage increase effective January 1, 1991. The City proposes that the wage differential between firefighters and fire lieutenants remain at 5 percent. Based upon acceptance of its wage offer, the City proposes to pay 100 percent of the premiums necessary to provide employee, spouse and dependent coverage for comparable medical, dental and life insurance coverage during the term of the new agreement.

The Association proposes that there should be an award of 9.0 percent effective January 1, 1989, 9.0 percent effective January 1, 1990, and, effective January 1, 1991, 100 percent of the percentage increase in the CPI-W, Seattle Area, July 1989 to July 1990. The Association asserts that the wage differential for lieutenants should be increased from 5 percent to 10 percent above the top step firefighter wage. The Association agrees to the City's health and welfare proposal, but without the caveat that it be tied to the City's wage offer.

V. COMPARABLE JURISDICTIONS

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 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." Both sides agree that for the purpose of RCW 41.56.460(c)(ii), the following jurisdictions are comparable to Sumner:

1. Pierce County Fire District No. 10
2. Pierce County Fire District No. 22
3. Pierce County Fire District No. 24
4. Thurston County Fire District No. 9
5. King County Fire District No. 20
6. City of Issaquah

The City proposes, and the Association opposes, consideration of the following jurisdiction:

7. King County Fire District No. 45

The Association proposes, and the City opposes, consideration of the following jurisdictions:

8. City of Tumwater
9. King County Fire District No. 38

The Sumner Fire Department provides fire and medical emergency protection not just to the city of Sumner, but also, by contractual agreement, to a neighboring jurisdiction, Pierce County Fire District No. 1. The parties agree that for purposes of comparison with other jurisdictions, the populations and the assessed values of the city of Sumner and Pierce County Fire District No. 1 should be combined. The parties further agree that comparable

jurisdictions shall be selected from fire departments and fire districts located only in King, Pierce, and Thurston Counties. Sumner is located in Pierce County, and King and Thurston Counties border Pierce County. The parties agree that specific comparable jurisdictions within those three counties shall be selected by measurement of: (1) the service area population; (2) the service area assessed valuation; and (3) the number of appropriate fire department personnel. The parties agree that it would be appropriate to compare jurisdictions within Pierce, King, and Thurston Counties, which have populations, assessed valuations, and number of personnel which are each no more than twice and no less than half that of the City of Sumner/Pierce County District No. 1.

The Association argues that King County Fire District No. 45 should be excluded as a comparable jurisdiction because Association representatives were unable to obtain reliable information concerning wages, hours, and working conditions. Brian Schulz, a Sumner firefighter, testified that while King County Fire District No. 45 met the stipulated criteria for comparison, it was nevertheless excluded from consideration by the Association because in trying to obtain information regarding that department's wages and benefit package, "we had discrepancies in those depending on who you talked to, and they didn't have any documented information that could

validate their responses." The City did submit comparability data from King County Fire District No. 45. Wade Joyner, Sumner's fire chief, testified that he obtained this information from a fire captain at King County Fire District No. 45. However, he also testified that King County Fire District No. 45 was a "very difficult agency to get information from. We called them twice and both times we'd get different answers." While the parties provided documentary evidence from the other alleged comparable jurisdictions which set forth those jurisdiction's wages and benefits, no such information was provided for King County Fire District No. 45. King County Fire District No. 45 should be considered a comparable jurisdiction. However, there is insufficient evidence in the record which would support the wage and benefit data for that jurisdiction which was presented by the City. Not only was there no supporting documentary data for King County Fire District No. 45, but each side indicated that it had received conflicting data in response to telephone inquiries made at different times. I have therefore determined not to utilize that data.

I find that King County Fire District No. 38 and Tumwater are comparable jurisdictions to Sumner. It is agreed that these jurisdictions meet the stipulated criteria for comparability with regard to population and assessed valuation. They would also meet the criteria of number of

appropriate fire department personnel if chiefs and assistant chiefs are counted as the Association contends. On the other hand, they would not meet this criteria if chiefs and assistant chiefs were not counted, as the City asserts should be the case. The City points out that two of the agreed upon jurisdictions in their recent collective bargaining negotiations selected comparable jurisdictions using as a criteria the number of employees within the bargaining unit. The City further points out that fire chiefs and other management personnel are specifically excluded as "public employees" in RCW 41.56.030(2)(c). The Association contends that all uniformed personnel in each fire department should be counted so that interdepartmental differences in the definition of bargaining units would not eliminate departments of similar size.

RCW 41.56.460(c)(ii) does, as the City suggests, calls for a comparison of the wages, hours, and conditions of employment involved in the proceedings with that of "like personnel." However, that particular language relates to comparisons to be made after comparable jurisdictions are selected. RCW 41.56.460(c)(ii) calls for the selection of comparable jurisdictions by choosing "public fire departments of similar size." The number of uniformed personnel is a better indicator of the size of a fire department than is the number of bargaining unit personnel. It cannot be said that

a fire department with a chief, an assistant chief, and two firefighters is significantly different in size than a department with a chief, a captain and two firefighters, and no assistant chief. Both departments would have four uniformed personnel and seem comparable in size. If in determining the size of a fire department, all uniformed personnel are counted, as I believe they should be, then it is undisputed that King County Fire District No. 38 and Tumwater are comparable in size to Sumner/Pierce County Fire District No. 1. Thus, I find that the jurisdictions which are comparable in size to Sumner/Pierce County Fire Department No. 1, and for which sufficient data has been provided, are:

1. Pierce County Fire District No. 10
2. Pierce County Fire District No. 22
3. Pierce County Fire District No. 24
4. Thurston County Fire District No. 9
5. King County Fire District No. 20
6. King County Fire District No. 38
7. City of Issaquah
8. City of Tumwater

VI. 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 Association asserts that in making its determination on the appropriate wage increase for the third year of the agreement, the Arbitrator should focus on the change in the

CPI-W, Seattle Area, July 1989 to July 1990. While Chief Joyner testified that the City's offer for 1989 was equivalent to 80 percent of the local CPI, he specified neither the CPI index the City utilized, nor the applicable period. I have therefore decided to generally utilize the Seattle area CPI-W index, which was the only specific index suggested by either of the parties.

The City asserts that the Arbitrator should not consider specific data which became available after the expiration date of the Agreement and after negotiations have ended. The City cites several arbitration awards which support this contention. The record neither reveals what information the parties had during their negotiations, nor when the negotiations ended. Thus, it is unclear exactly what information was unavailable during the parties' negotiations. In any event, RCW 41.56.460(e) requires the arbitrator to consider "changes . . . during the pendency of the proceedings." This clearly requires the arbitrator to consider data which becomes available during the pendency of the arbitration proceedings, even if that occurs after the expiration of the prior agreement and after negotiations have deadlocked.

The published consumer price index for the Seattle metropolitan area reflects the following annual changes in the cost of living:

<u>Annual average cost of living increase</u>		
	<u>CPI-W - Seattle Area</u>	<u>July to July</u>
1988	3.3%	3.3 (87-88)
1989	4.7%	4.4 (88-89)

The parties generally use the July to July index in their negotiations. I have given equal weight to both of the indexes reflected above.

VII. OTHER CONSIDERATIONS

In addition to the specific criteria set forth in RCW 41.56(a) - (e), RCW 41.56.060(f) directs the Panel to consider "such other factors . . . which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment." Such factors, which are discussed below, have been considered, but with lesser weight than that which is given to the specifically enumerated criteria of comparability and cost of living.

A. Ability to Pay

A factor frequently raised in contract negotiations and also considered by arbitrators is the ability of the employer to pay wage and benefit increases. The City has not asserted that it is not in a position to grant a reasonable and fair wage increase.

B. Settlements With Other City Bargaining Units

From the standpoint of both the City and the Association, the settlements reached by the City with other bargaining

units are significant. While those settlements are affected by the peculiar situation of each individual bargaining unit, still there is an understandable desire by the City to achieve consistency. From the Association's standpoint, it wants to do at least as well for its membership as the other City unions have already done. At the bargaining table, the settlements reached by the City with other unions are likely to be brought up by one side or the other. Thus, it is a factor which should be considered by the Arbitrator.

Chief Joyner testified that the City's police union settled for 2.72 percent in 1989 and 3.5 percent in 1990, as have other City bargaining units. Patrick Risley, a fire department lieutenant, testified that he was informed by the City administrator that the agreement with the police bargaining unit called for the police officers to receive a wage increase equivalent to that which is awarded to the firefighters. Since at least 1985, the wage levels of a top-step firefighter and a top-step police officer have been equal.

C. Turnover

The Association asserts that dedication and morale of the department's uniformed personnel has suffered because of long hours and low pay. In support of this contention, the Association points out that in recent years half of the bargaining unit have left the department for more attractive employment with other departments. The City asserts that the

department's history of employee turnover demonstrates that its compensation structure is fair, equitable, and attractive enough to recruit and retain employees.

During the last eight years, three employees have left the department and have taken jobs with other fire departments. One left in 1983, another in 1986, and another in 1989. At least one of them left in order to accept a higher ranking position. Chief Joyner testified that the last time the department solicited firefighter applicants, 75 were tested and about an equal number were turned away because they lacked the set criteria.

D. Productivity

The Association asserts that in determining the appropriate wage increase, the unusually high work load for the City's firefighters should be taken into account. The City asserts that an increase in productivity does not necessarily support a claim for higher wages. The City further asserts that there is no evidence to demonstrate that the comparative data offered by the Association is legitimate.

The Association presented charts which indicate that the City's firefighting personnel responded to 60 percent more calls than the average for the comparable jurisdictions. They also indicate that the calls per bargaining unit employee was 44 percent higher than the average of the comparators. Between 1988 and 1989, the number of calls for

Sumner/Pierce County Fire District No. 1 increased from 1322 to 1363, a 3.1 percent increase. Lieutenant Ronald Anderson, who compiled the data for the Association, when asked if there is a standard that exists regarding the meaning of "a call," responded that "I'm sure each and every department has maybe a little bit of difference of opinion of what a call is. . . . There may be a variance of what a service call is in our department versus another department. . . ." Chief Joyner testified that there is no consensus among fire departments regarding how they record their calls. For instance, Chief Joyner testified, some departments might record a service call while others would not.

E. Comparability With All Pierce County Fire Departments

The Association presented evidence of the wages and benefits of all Pierce County Fire Departments. In some cases it may be appropriate to consider the wages and benefits of neighboring jurisdictions despite a difference in size. Prevailing wages and conditions of employment in the local labor market may be considered one of those other factors traditionally "taken into consideration" within the meaning of RCW 41.56.460(f). Nevertheless, here such consideration is not warranted. First, the statute directs the arbitrator to look to jurisdictions of similar size. As it turned out, here all the comparable jurisdictions were selected from the same county as Sumner or from the neighboring two counties.

Several of the selected comparable jurisdictions border Sumner/Pierce County Fire District No. 1. Thus, sufficient consideration has been given to the local labor market by examining the comparable jurisdictions, and there is little reason to give additional consideration to other dissimilarly sized but proximate jurisdictions.

VIII. HEALTH AND WELFARE

The Association urges that the City continue to pay the full cost of health and welfare benefits. The City does not object to this, but points out correctly that health and welfare benefits and wages go hand-in-hand as core economic issues. The City's position is that, if the Association expects the City to continue paying 100 percent of health and welfare benefits for employees, their spouses and dependents, then the Employer's past practice of discounting from the consumer price index (CPI) an amount approximate to the medical premium increase must prevail.

I find it appropriate that the City continue to pay 100 percent of the premiums for medical, dental, and life insurance. These costly benefits shall be considered when determining the amount of an appropriate wage increase.

IX. WAGES

The Association has asked for increases of 9 percent in each of the two years, 1989 and 1990, and a third-year

increase equal to the percentage increase of the Consumer Price Index. The Association asserts that such increases would place the City only slightly above the average for the comparable departments and for Pierce County departments generally. The Association urges that such wage increases are especially warranted when the unusually high work load for City firefighters and their longer workweek are taken into account. The City has proposed a 2.72 percent increase for 1989 and increases of 3.5 percent in 1990 and 1991. The City asserts that these wage increases are justified based on recent cost of living increases and on the fact that other City bargaining units have accepted the same package.

The Association contends that the average hourly compensation received by a City firefighter with six years of experience, a spouse, and two children should be compared with the average received by a similarly situated employee in the comparable jurisdictions. In order to arrive at this figure, the Association suggests that the employee's annual salary, longevity pay, EMT pay, and health insurance premium should be added together, that holiday and vacation leave be converted to dollar equivalents, and that the total should be divided by the yearly scheduled hours. The Association points out that in Sumner the regular workweek is 53 hours while the average of the comparable departments is 45.81 hours.

The City compared employees with five years of service, a spouse, and two dependents. The City proposes a comparison of

total annual compensation for such an employee, including base wages, health and welfare premiums, EMT incentive, education incentive, longevity pay, social security contributions, and pension costs.

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 base wages in isolation, since base 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 (EMT) 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. I have also not considered social security contributions, since information on this benefit was not provided for all of the comparable jurisdictions.^{1/}

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

^{1/}Social security contributions are a benefit cost which varies from department to department since some, but not all, fire departments have opted out of the social security system. It is a significant element of compensation. Sumner firefighters are in the social security system.

diminished productivity. While the number of hours worked directly relates to the level of hourly compensation, nevertheless, it would be misleading to factor hours worked, holidays, and vacations into the compensation equation for comparative purposes, and to ignore a host of other issues related to hours. For example, in this bargaining unit, the number of hours worked is affected by labor agreement provisions relating to sick leave, funeral leave, and union activity leave. Moreover, the Association's suggested formula regarding hours also disregards such related items as overtime, jury leave, military leave, and education leave, as well as meal periods, sleep time, and other nonactive work time which may significantly affect what may be considered the hourly compensation paid by Sumner and the comparable jurisdictions. For instance, in Sumner, firefighters work 24-hour shifts and a 53-hour workweek. The parties have agreed in their most recent negotiations that the employees will have structured work hours between 8 a.m. and 5:30 p.m., with two 15-minute rest periods and a one-hour meal period. On weekends, the structured work hours are from 8 a.m. until 2 p.m. During the remaining hours of his shift, a Sumner firefighter can watch television, conduct personal business, sleep, or even have family or guests visit, with the understanding that the firefighter would respond to any emergency. In contrast, Issaquah Fire Department employees

work a 40-hour week, but all those hours are in the day time, and there is no indication that there are any nonstructured hours. King County Fire District No. 38 employees also work a 40-hour week. There is no indication in the record whether these employees are permitted to sleep during duty hours. Without knowing the complete situation in the comparable jurisdictions, a comparison of the hourly wage is not meaningful. Even knowing the situation in the comparable jurisdictions, a comparison of the hourly wage is likely to be difficult to make.

While I recognize that vacations and holidays have monetary consequences for the City, it would be inaccurate to convert such leave time to dollar amounts and add them to wages for purposes of comparison. Firefighters do not necessarily receive vacation pay and holiday pay in addition to their annual base wages. Holiday and vacation benefits usually take the form of time off. While sometimes additional pay is provided instead of time off, it is not possible, based on the record presented, to factor such cost into the total compensation. Moreover, it would not be fair to convert vacations and holidays into dollar values while ignoring all the other hour-related benefits.

The 1989 base monthly compensation in the comparable jurisdictions for a firefighter with six years in service, an EMT certification, a spouse and two dependents, is reflected below:

<u>Pierce County Fire District No. 10</u>	
Base Wages	\$31,506
EMT Pay	900
Longevity Pay	315
Health and Welfare	<u>5,059^{2/}</u>
Total Compensation	<u>\$37,780</u>
<u>Pierce County Fire District No. 22</u>	
Base Wages	\$27,574 ^{3/}
Health and Welfare	<u>5,059</u>
Total Compensation	<u>\$32,633</u>
<u>Pierce County Fire District No. 24</u>	
Base Wages	\$29,064
Health and Welfare	<u>3,213</u>
Total Compensation	<u>\$32,277</u>
<u>Thurston County Fire District No. 9</u>	
Base Wages	\$27,168
Health and Welfare	<u>3,407</u>
Total Compensation	<u>\$30,575</u>
<u>King County Fire District No. 20</u>	
Base Wages	\$34,236 ^{4/}
Health and Welfare	<u>3,320</u>
Total Compensation	<u>\$37,556</u>
<u>King County Fire District No. 38</u>	
Base Wages	\$27,950
Health and Welfare	<u>4,712</u>
Total Compensation	<u>\$32,662</u>

^{2/}I have generally utilized the Association's figures for health and welfare since the representatives indicated that they were in substantial agreement on these figures, and the Association provided a complete set of these amounts.

^{3/}The City represented this figure to be \$27,468. The Association represented this figure to be \$27,680. The figure which I have utilized is mid-way between these figures.

^{4/}Includes \$50 per month non-smoking premium.

City of Issaquah

Base Wages	\$29,640
Health and Welfare	<u>4,203</u>
Total Compensation	<u>\$33,843</u>

City of Tumwater

Base Wages	\$29,676
Health and Welfare	<u>4,511</u>
Total Compensation	<u>\$34,187</u>

The average total compensation for the firefighters in these eight comparable jurisdictions is \$33,939.

In 1989, the City's total compensation for a firefighter with six years in service, an EMT certification, a spouse and two dependents is as follows:

Sumner/Pierce County Fire District No. 1

Base Wages	\$31,038
EMT	300
Health and Welfare	<u>4,020</u>
Total Compensation	<u>\$35,358</u>

Thus, the total compensation received by a Sumner firefighter is already 3.4 percent higher than the average of the comparators. The difference would be larger if the City's social security payments were considered.

It is undisputed that the firefighters are a productive and capable group of employees. It appears from the Association's figures that a Sumner firefighter responds to more calls than the average among the comparators. However, the significance of this statistic is in question because it

does not appear that there is uniformity among the departments in how they record calls. While there has been some turnover over the past eight years, I am unable to discern from the record that this was caused by unsatisfactory working conditions or compensation levels. No more than one firefighter has left the department during any three-year period. The high number of applicants for firefighter openings suggests that the compensation level is sufficient to attract capable candidates.

The City suggests that a wage increase of 80 percent of the CPI increase is appropriate, since it already pays 100 percent of the health and welfare premiums. According to figures supplied by the City, the cost of health and welfare premiums amounts to about 11.5 percent of the total compensation cost, including City contributions to social security and the pension plan. With this in mind, I have decided that a percentage base wage increase amounting to approximately 90 percent of the increase in the CPI would be appropriate. Thus, for 1989, a 3-percent wage increase shall be awarded. For 1990, a 4.1-percent wage increase shall be awarded. For 1991, a wage increase shall be awarded amounting to 90 percent of the increase in the CPI-W, Seattle Area, July 1989 to July 1990. These increases will be sufficient to prevent the employees from suffering a reduction in buying power. It will result in City

firefighters having a total compensation level about 6.5 percent higher than the average of the comparable jurisdictions during 1989. City firefighters will rank third out of nine in compensation among the comparable jurisdictions. The wage increases for 1989 and 1990 would be within one percentage point of the increases accepted by other City bargaining units. Also, the percentage base wage increases for 1989 and 1990 which I have awarded, when added together, are almost exactly the sum of the median increases among the comparable jurisdictions for that two-year period:

	<u>% Base Wage Increase</u>	
	<u>1989</u>	<u>1990</u>
Pierce County F.D. No. 10	5%	7.4%
Pierce County F.D. No. 22	12.5%	2.5%
Pierce County F.D. No. 24	2.1%	10.2%
Thurston County F.D. No. 9	3.0%	- 16.0%
King County F.D. No. 20	4.7%	(NA)
King County F.D. No. 38	3.0%	3.0%
City of Issaquah	0.0%	9.1%
City of Tumwater	5.5%	3.3%
Average	4.5%	2.7%
Median	3.85%	3.3%

X. WAGE DIFFERENTIAL FOR LIEUTENANTS

As a result of collective bargaining negotiations in 1986, the lieutenant classification was created. In 1987, three newly created lieutenant positions were filled. The City and the Association agreed at that time that the lieutenants would be paid 5 percent more than a top-step

firefighter. The wage differential between a top-step firefighter and a captain remained at 10 percent.

The Association asserts that a 10-percent wage differential between firefighters and lieutenants is justified by comparison with the average differential for the comparable departments. The City urges that there be no change in the pay differential for lieutenants. It points out that the Association has offered no evidence that the job duties of a Sumner fire lieutenant is in any way similar to that of comparable jurisdictions. The City further points out that the Association agreed in 1987 that a 5-percent differential was equitable.

The Association asserts that comparisons should be made with the wages paid to first line officers in the comparable jurisdictions. Some of the comparable jurisdictions employ captains, but do not employ lieutenants. There is no basis in the record for assuming that such captains are comparable to lieutenants in Sumner. I presume that the positions of lieutenant and captain have some generally understood significance among fire departments and that the positions are generally distinguishable. Therefore, for the purpose of setting the wage for Sumner lieutenants, I have disregarded the comparable jurisdictions which employ captains, but do not employ lieutenants.

Below are the comparable jurisdictions which employ lieutenants, the annual wage which each pays to lieutenants,

and the differential in pay between a lieutenant and a firefighter:

<u>Jurisdiction</u>	<u>1989 Annual Wage For Lt.</u>	<u>Wage Differential Between F.F. & Lt.</u>
Pierce #10	\$35,088	10.00%
Pierce #24	30,925	6.40%
King #20	36,276	5.95%
King #38	31,596	12.95%
Issaquah	33,924	14.45%
Tumwater	<u>32,196</u>	<u>8.49%</u>
Average	<u>\$33,334</u>	<u>9.70%</u>

In 1988, a Sumner fire lieutenant received a base wage of \$32,590, a 5-percent differential over a top-step firefighter. With the 3-percent general wage increase already awarded in the wage section of this Opinion and no increase in the differential, a Sumner fire lieutenant would receive an annual wage of \$33,568, which is 0.7 percent higher than the average of the comparable departments. On the other hand, the 5-percent differential between a lieutenant and a top-step firefighter in Sumner is only about half of the average differential, and is behind all of the other comparable departments.

Perhaps the City is correct in its argument that the duties of fire lieutenants may vary significantly from jurisdiction to jurisdiction. However, the record contains no specific evidence of this. There is insufficient evidence to disregard the statute's requirement that wages paid in the

subject department be compared with those received in comparable departments.

I find that here a 6.4-percent differential between a firefighter and a lieutenant, rather than the present 5-percent differential, is appropriate. Such an increase would narrow the discrepancy in the wage differentials between lieutenants and firefighters in Sumner and the comparable jurisdictions. For 1989, Sumner fire lieutenants would receive an annual wage of about \$34,015. That is about 2 percent higher than the average in the comparable departments. It would place Sumner third out of seven in relative ranking of lieutenant wages. Sumner would move up from seventh place to a tie for fifth place in percentage wage differential between ranks. While the percentage wage differential will remain behind the average of the comparable jurisdictions, it will be an improvement on the percentage differential which was agreed to during the last negotiations.

INTEREST ARBITRATION AWARD

It is the determination of your Neutral Chairman that the Collective Bargaining Agreement between the city of Sumner and the International Association of Firefighters, Local No. 2877 shall be amended to include the following:

A. Effective January 1, 1989, the base wage rates for all employees covered by the Agreement, except lieutenants, shall be increased by 3 percent.

B. Effective January 1, 1990, the base wage rates for all employees covered by the Agreement, except lieutenants, shall be increased by 4.1 percent.

C. Effective January 1, 1991, the base wage rates for all employees covered by the Agreement, except lieutenants, shall be increased by a percentage amounting to 90 percent of the increase in the CPI-W, Seattle Area, July 1989-July 1990.

D. For 1989, 1990, and 1991, lieutenants shall receive wage increases each year sufficient to increase their base wages to 6.4 percent above that of a top-step firefighter.

E. The Employer shall pay a dollar amount equal to 100 percent of the cost of the premiums necessary to provide employee, spouse and dependent coverage for comparable medical, dental and life insurance coverage for the term of this Agreement.

Pursuant to an agreement reached by the parties at the hearing, the Neutral Chairman shall retain jurisdiction for 30 days in order to deal with any ambiguities in the Opinion which require interpretation.

Redmond, Washington

Dated: July 23, 1990

S/ALAN R. KREBS
Alan R. Krebs, Neutral Chairman