

**International Association of Fire Fighters, Local No. 437
And
City of Bremerton
Interest Arbitration
Arbitrator: Joseph A. Sinclitico
Date Issued: 01/21/1977**

**Arbitrator: Sinclitico; Joseph A.
Case #: 00591-I-76-00035
Employer: City of Bremerton
Union: IAFF; Local 437
Date Issued: 01/21/1977**

**In the Matter of the Arbitration)
)
 between)
)
 CITY OF BREMERTON)
)
 and)
)
 INTERNATIONAL ASSOCIATION OF)
 FIREFIGHTERS, LOCAL NO. 437)**

OPINION AND AWARD

Arbitrator:

**Joseph A. Sinclitico
5023 91st Avenue West
Tacoma, Washington 98467**

I. INTRODUCTION

This proceeding involves an impasse arbitration between the City of Bremerton and International Association of Firefighters Local No. 437, PERC Case No. 591-1-76-35.

The City of Bremerton hereinafter will be referred to as "the City" and the Association Firefighters as "the Union".

Mr. Gary R. Hulbert served as representative for the City and Mr. Jerome L. Rubin for the Union.

The parties held a hearing on December 7, 1976 at the City Hall in Bremerton Conference Room on the second floor.

Dean Joseph A. Sinclitico was appointed to act as Chairman of the Arbitration Panel (hereinafter referred to as the Arbitrator). The other members of the panel were Mayor Glen Jaarstad and F. Donald Deitch, President of the Union Local.

The parties stipulated that the Arbitrator has jurisdiction to resolve the issues in this dispute.

No reporter was present to produce an official record of the hearing but the Arbitrator tape recorded the hearing for his personal use in lieu of notes.

This impasse arbitration was conducted pursuant to the provisions of RCW 41.56.450 of the Public Employees Collective Bargaining Act. Extensive negotiating sessions had been previously held by the parties. After impasse was reached, the parties waived mediation and submitted the matter to the fact finder pursuant to RCW 41.56. James Irwin, Public Employment Relations Commission, acted as Fact Finder. The parties agreed on the following ten cities for comparison in the event of fact finding or arbitration:

**Bellevue
Longview
Everett
Richland
Yakima
Renton
Vancouver
Edmonds
Bellingham
Olympia**

II. ISSUES

At the hearing, the parties presented the following for issues:

- 1. Wages**
- 2. Dependant medical**
- 3. Dependant dental**
- 4. Overtime**
- 5. Manning requirements**

The issue of the minimum manning schedule was tentatively ruled as not timely received and therefore was not addressed at the hearing.

This issue was first introduced by the Union on the day of the arbitration hearing. RCW 41.56.450 defining the powers and duties of

the arbitration panel provides that:

"Reasonable notice of such hearing shall be given to the parties who shall appeal and be heard either by person or by counsel or other representative."

The purpose of providing the party with reasonable notice of the time of an arbitration hearing is to provide them with an opportunity to gather, order and present their views with maximum clarity. This issue requires extensive preparation, consideration and evidence. The City had no opportunity for preparation.

In addition, the parties should be bound by the issues to which they stipulated. Therefore, in fairness to the City this issue was not considered. It is to be emphasized that this issue was rejected on procedural and not substantive grounds. This issue was not rejected on the grounds that it was inappropriate subject matter under RCW 41.56.

II. POSITION OF THE PARTIES

The position of the City is to deny issues 2 through 4 and to grant a 5% wage increase to be applied to each bargaining unit classification effective January 1, 1977.

The Union requests a 15% wage increase to be applied to each bargaining unit classification effective January 1, 1977 and a paid dependant medical and dental plan through the Washington Physicians Service Inc. effective January 1, 1977. In addition, the Union requests that all overtime work shall be compensated at a rate of pay computed as though the scheduled rates of pay were computed on a 40-hour week basis (Jt. Ex. #1), overtime of time and one-half to begin after a 56-hour work week.

IV. DISCUSSION

Both parties to this dispute presented numerous exhibits in support of their positions. The Arbitrator has closely examined all of the exhibits. Both parties presented several exhibits comparing tile population per firefighter and the per capita cost of the ten sample cities to that of Bremerton. The statistics presented by the Union conflicted with the City's. The reason for the conflict was that the population figure used by the Union was taken from the City's budget. This figure was 37,095 for the population of Bremerton. This figure is an inflated figure which includes the PSNS area. The population of Bremerton proper is 29,095. This is the appropriate figure to use when comparing Bremerton to the other ten cities. The fact that the population of PSNS is used for one purpose by the City does not necessarily mean that it should be used for all purposes.

The population of PSNS is used in the budget to acquire additional federal funds. It is obvious that this population does have an impact upon the Bremerton area. However, it is undisputed that the Naval Facility does have its own firefighters and that the Bremerton Force was the second line. The Navel Yard and Bremerton are tied together by a mutual aid pact. This is similar to that which exists in many of the comparable cities. If the Arbitrator were to consider the statistics based on the addition of the PSNS area then it follows that other areas bound by a mutual aid pact should be taken into consideration when evaluating population and property valuation figures. Therefore, only the figures of Bremerton proper in regard to population and property evaluation should be considered.

The Arbitrator also notes that the City exhibits do not include any of the 1977 settlements. These settlements are valuable criteria for aiding the Arbitrator in reaching a decision. Where the settlement figures are available, they must be closely examined.

The most salient factor in addition to the above considerations is the ability of the City to pay. Each city is sui generis in terms of its financial situation. Each of the comparison cities and the City' of Bremerton have peculiar budgetary problems which force them into limitations in terms of revenue. Disparities between the cities is to be expected. However, where there is a patent gross disparity in compensation of benefits, then it should be recognized and taken into consideration.

An examination of the statistics presented by the parties makes it manifestly clear that based on the 1977 settlement of the comparable cities, a minimum increase of 5.3% would be appropriate.

Mayor Glen Jaarstad of the City of Bremerton indicated at the hearing that the issue was not whether the firefighters merited a substantial increase in pay but whether the constraints of the budget would allow a substantial increase.

The evidence certainly sustained the Union's contention that their productivity and work product have increased since 1969 (Union Ex. 5-7).

The Seattle CPI Index for 1976 given to the Arbitrator at the hearing was 5.3%. It should be noted that the November Seattle Index ranging from November, 1975 to November, 1976 which is based on the urban wage earners and clerical workers Seattle-Everett area was 5.1%.

The Arbitrator has reconstructed the statistics on an annual basis. Because of the greater number of hours worked by the Bremerton firefighters, the relative difference in annual take-home pay, percentage wise, is significantly not as disparate as shown in Union Exhibit #1 based upon the hourly rate. For example, if one computes the hourly rate there is a difference of 33% between Everett and Bremerton, but when one considers the difference between the same two cities based upon the annual take-home pay, the difference is only 11%. The National average is 5%. Therefore, based upon the statistical information

given the Arbitrator in Union Exhibit #1 and #10 and City Exhibit #6, a wage increase in the range of 5% to 6% is appropriate.

The statistical information presented to the Arbitrator regarding the family medical and dental plan shows that all ten of the comparative cities do have medical programs available. Eight of the ten provide 100% coverage, the other two providing 50% to 100% and 90% to 100% coverage respectively.

The dental program based on the 1977 settlement figures indicated that nine of the ten provide 100% coverage; only Longview has no coverage. included in these figures referred to by the Arbitrator is the City of Everett which has the coverage available at city group cost. (Union Exhibit #9 and #10) Bremerton is the other other city without the benefit of both medical and dental care for dependants. Money must be made available to take care of this benefit. Health benefits are a primary concern and should be the first cost applied against the City's budgetary parameters.

Finally, a variety of statistical information and testimony was presented upon the overtime issue. However, the Arbitrator notes that only one other city bases overtime rate upon a 40-hour week. That city is Richland. While the Arbitrator is of the mind to grant the request for overtime, budgetary constraints forbid it. Further, in light of the other issues presented to the Arbitrator (the wages and health benefits) the issue of overtime does not retain the same degree of importance.

The major concern in this arbitration is what amount of money is available to be applied to the Union's requests. The City indicated that a total of \$279,000.00 is available to be applied to all of the City's increased costs. The City further produced testimony that it had cut its budget expenses and increased their revenue to the maximum for the fiscal year of 1976.

The Arbitrator notes that the 1977 budget costs are based upon the predicted budgetary costs in 1976, not what they actually were in 1976. The City would prefer to start 1977 with the same level of balance on hand as they had in 1976. However, if necessary, a portion of this balance could be sacrificed in order to provide the employees of the City with adequate benefits.

City Exhibit #4 indicates the fire department budget is currently 20.9% of the total general fund budget. This exhibit also indicates that the average percent devoted to fire departments in the comparative cities is 22.5%. Applying the Bremerton figure of 20.9% to the total available funds for cost increases which would give the firefighters the same portion of the budget surplus they now have of the total general fund, it would provide \$58,368.20 to which the proposed increase in wages, medical and dental costs can be applied.

The only figures presented to the Arbitrator on the cost of the medical and dental programs were presented by the City. This indicates

that full family medical and dental, covering spouse and the children, will cost the City \$22,137.12. This leaves the City with \$36,231.08 which could be applied to the wage demand of the Union. The City computed that the 15% wage demand would cost \$104,389.99 (City Ex. #9). The Arbitrator notes that a 1% wage increase is equivalent to approximately \$7,000.00. Application of the total left-over of \$36,231.00 would allow the Union a 5.2% wage increase. In light of the November to November CPI Index, the Fact Finder's recommendation and the increases indicated by the other comparison cities 1977 settlement, an increase of 5.3% is not out of line. This would simply result in the City either increasing very slightly the firefighter's percentage of the total surplus or result in an inconsequential dip into the balance available to the City to carry over for the year of 1977. It is preferable that the City reduce slightly the balance available to come in the year of 1978.

Finally, it should be pointed out that the decision of this Arbitrator is in accord with that of the Fact Finder except in the case of the dependant dental benefit.

V. CONCLUSION

In conclusion, after thoroughly examining the testimony of the parties, exhibits presented by both the City and the Union and the recommendations of the Fact Finder, the Arbitrator, pursuant to RCW 41.56.460 directs:

1. That the Union is to receive a 5.3% across the board increase from January 1, 1977 to December 31, 1977.

2. Union members are to receive full coverage for dependents medical and dental care beginning January 1, 1977. The City of Bremerton is directed to pay the premium to provide this coverage in accordance with the plans that were proposed at the hearing."

3. The overtime computation will remain unchanged.

Rendered and prepared at Tacoma, Washington January 21, 1977

Joseph A. Sinclitico
Arbitrator

Prepared and rendered at Tacoma, Washington January 21, 1977

Mayor Glenn K. Jarstad

Concurs

Dissents

Prepared and rendered at Tacoma, Washington January 21, 1977

F. Donald Deitch
For the Union

Concurs

Dissents