

**Mercer Island Fire Fighters Association, Local 1762 IAFF  
And  
City of Mercer Island  
Interest Arbitration  
Arbitrator: Phillip Kienast  
Date Issued: 02/08/1983**

**Arbitrator: Kienast; Philip  
Case #: 04318-I-82-00095  
Employer: City of Mercer Island  
Union: IAFF; Local 1762  
Date Issued: 02/08/1983**

**IN THE MATTER OF ARBITRATION**

<b>CITY OF MERCER ISLAND</b>	)	<b>OPINION AND AWARD</b>
	)	
<b>-and-</b>	)	<b>of</b>
	)	<b>Philip Kienast</b>
	)	<b>February 8, 1983</b>
	)	
<b>MERCER ISLAND FIRE FIGHTERS ASSOCIATION, LOCAL 1762 IAFF</b>	)	<b>RE: Contract Terms</b>
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**APPEARANCES**

**For the Union:**

**Craig Hagstrom and Alan Provost, Local 1762 Officers**

**For the Employer**

**Richard N. Burt of Donworth, Taylor & Company**

**OPINION**

**This proceeding is pursuant to RCW 41.56. A hearing in this matter was held on December 16, 1982 and the record closed upon receipt by the Arbitrator of post hearing argument on January 10, 1983. The issues in dispute are:**

**Wages  
Acting Lieutenant pay  
Medical and dental premiums  
Overtime  
Sick leave accrual**

**The Arbitrator has considered the factors as set out in RCW 41.56 in arriving at a decision on each of these issues.**

### **Duration**

**The City requests a two year agreement with a 5% salary increase in the second year unless the CPI-W does not increase by that amount whereupon wage negotiations would be reopened. The Union indicated it had no objection to a two year contract if an equitable salary adjustment was provided and a CPI formula be added if the CPT exceeds 5%. Accordingly, the Arbitrator will set the contract at two years and provide for a 5% increase provided that the CPT-W for Seattle does not exceed 6% nor be under 4%. If it does exceed the 6% figure or not increase by at least 4% wages for 1984 will be opened for negotiations.**

### **Wages for 1983**

**In examining the comparative cities put forth by each side, the Arbitrator found three that were identical: Kirkland, Kent and Lynnwood. Interestingly these three are the three closest in population to Mercer Island of those offered for comparison. Accordingly, the Arbitrator has placed primary emphasis on these three cities in his deliberations on the issues before him. However he has also taken into account the compensation patterns and practices in the other cities submitted by the parties for comparative purposes. Table 1 discloses wages and other data relevant to the issues in dispute here.**

**Examination of Table 1 reveals that Mercer Island compares favorably to the three primary comparison cities, especially in base hourly wage rate. For 1983 the Union proposes a 12.6% increase; the City a 6% increase. Lynnwood wages are undetermined pending the outcome of arbitration. Kirkland wages increased by 8% for 1983 and Kent by 7%. Hence the known settlement pattern is 7.5%. Because of the indeterminacy of Lynnwood I wages the Arbitrator has looked to other wage adjustments for cities in the Seattle-Bellevue metropolitan area that surrounds Mercer Island: Renton settled at 7.0%; Bellevue at 2.9%; and Seattle at 4.7%. The adjustments in these three cities average just under 5%.**

**The Arbitrator concludes that the City's offer of 6% falls in the**

mid range between the two most comparable cities increase and the immediate labor market rate. He does not find any compelling reason in the evidence of this proceeding to award a greater increase. Accordingly, the Arbitrator will award a 6% base salary increase effective retroactively to January 1, 1983.

The Union requested an upward adjustment in lieutenants pay to reflect the added responsibility exercised by lieutenants in Mercer Island. The union argued that in the average comparable department

	Monthly Salary	Weekly Hours	Hourly Wage Rate	Monthly Lieutenants Pay (Top)	Sick Medical & Dental <sup>a</sup>	Leave <sup>b</sup> I ----- II
Mercer Is.	\$2,127	48.0	\$10.23	\$2,390	100% Med cap \$140	8      8
Lynnwood	\$2,056	48.0	\$9.89	\$2,209	100%	0      12
Kirkland	\$2,254	50.6	\$10.28	\$2,548	100%	10      12
Kent	\$2,125	54.0	\$9.07	\$2,313	100% \$75 cap/dep.	8      24 <sup>c</sup>
Average	\$2,145	51.2	\$9.75	\$2,369		

<sup>a</sup> Employee and all dependents.

<sup>b</sup> Hours per month for LEOFF I and II.

<sup>c</sup> To 12 after 42 months.

that captains handle many of the duties handled by lieutenants in Mercer Island which has no captains. The Arbitrator finds their arguments persuasive and accordingly will award a differential adjustment in their salary comparable to lieutenants in Kirkland where lieutenants are in command of all three of its stations one third of the time.

In 1982 Kirkland lieutenants received 15% more than fire fighters; in Mercer Island the comparable figure was only 12%. Accordingly, the Arbitrator will award an additional 3% salary increase for lieutenants.

#### Acting Lieutenant Pay

Currently the City pays acting lieutenants at the probationary rate even after they have worked an equivalent amount of time to the 3 months required before a new lieutenant can move to the "thereafter" rate. In the Arbitrator's view the parties have already agreed that a lieutenant with 3 months experience is worth more than one who is just starting. He finds no equitable reason why a lieutenant who works the equivalent of those 3 months in an "acting capacity" should not also receive the

thereafter rate. Accordingly he will award language that provides that an acting lieutenant will be paid at the thereafter rate if he has worked more than 24 shifts as an acting lieutenant.

### Medical and Dental

Currently the City pays medical premiums for a fire fighter and his dependents up to a maximum of \$140. The Union argues that the pattern in the Puget Sound area is for no cap. In the three prime comparison cities two have no cap, one does.

The lack of price and coverage data in the comparison cities makes it difficult to assess what 100% payment is costing these cities, or alternately benefitting their fire fighters. However, the Arbitrator through involvement in other proceedings like this one is aware that Bellevue's cap is currently \$130 for fire fighter medical and in Seattle where the City pays 100% the maximum cost to the City was \$165. In light of this data it is clear to the Arbitrator that the \$140 cap requested by the City is not unreasonable and will order its maintenance in 1983. Since this is a two year contract, however, he will provide for the cap to rise to \$150 for 1984.

### Sick Leave

Currently both LEOFF I and II fire fighters earn 8 hours sick leave for every month worked. The Union requested that LEOFF II fire fighters earn 24 hours. In the three prime comparison cities they have varying plans. In Lynnwood LEOFF I personnel receive no sick leave and II's receive 12 per month; in Kent LEOFF I personnel receive 10 and II's 12 per month; in Kent LEOFF I receive 8 and II's receive 24 for their first 42 months of employment and 12 hours thereafter.

The pattern revealed above is for LEOFF II to get more sick leave than LEOFF I. Equity also suggests a differential system is reasonable. Accordingly, the Arbitrator will provide that LEOFF fire fighters will accrue sick leave at the rate of 16 hours per month for their first 30 months of employment with retroactive coverage for already employed LEOFF II fire fighters to their date of employment. After 30 months the rate will be 8 hours per month.

### Overtime

Currently premium pay for overtime is calculated on the basis of an annual work year of 2,496 hours. The Union requested that it be figured on a standard work year of 2,080 hours. The practice in the three primary comparative cities is not uniform. Kent and Kirkland

currently compute on the basis of 2,808 and 2,632 respectively. Only Lynnwood uses 2,080 hours. The Union did not provide data on this point for its other comparable cities. However, among all the cities used by the City only Lynnwood uses the 2,080 approach. Accordingly, the Arbitrator finds the clear pattern in the fire service to be overtime compensation based on normally scheduled hours. In contrast to arbitrator Gillingham's opinion cited by the Union, this Arbitrator places more emphasis on comparisons with other fire fighters than with Mercer Island's police.

#### **AWARD**

**Duration:** 2 years January 1, 1983 to December 31, 1984.

**Salary:** Retroactive to January 1, 1983, a 6% across the board increase for fire fighters and a 9% increase for lieutenants. Effective January 1, 1984 a 5% increase, provided that if the CPI-W for Seattle-Everett area increases less than 4% or more than 6% then salary rates for 1984 will be opened for negotiations.

**Medical:** For 1983 no change in medical. On January 1, 1984 the lid on medical will be raised to \$150.

**Dental:** No change from current provision.

**Acting  
Lieutenant** Add new section to Appendix A reading:

"Fire fighter's who have worked as acting lieutenant for more than 24 full shifts shall be paid at the thereafter rate of lieutenants pay. II

This provision shall become effective March 1, 1983.

**Sick Leave:** Add new section to Agreement reading:

"LEOFF II employees shall earn sick leave at the rate of 16 hours per month for their first 30 months of employment. After that time the rate shall be 8 hours per month."

**Overtime Pay:** No change in current practice.

All other issues previously agreed to by the parties prior to arbitration shall be included in the 1983-84 Agreement. Other requests for change not specifically discussed above are denied.

**Philip Kienast**  
**February 8, 1983**  
**Seattle, Washington**