

BEFORE THE NEUTRAL ARBITRATOR

In the Matter of the Interest Arbitration Between)
)
City of Tacoma)
)
the Employer)
)
and)
)
International Association of Firefighters Local 31)
)
the Union)
)
_____)

**ARBITRATOR'S OPINION
AND AWARD**

PERC No 20635-I-06-0481

Appearances:

For the Employer:
Lawrence B. Hannah
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For the Union:
Alex J. Skalbania
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Seattle, WA 98199-1271

Neutral Arbitrator:
Jane Wilkinson
Attorney and Arbitrator
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3 Monroe Pkwy., Ste. P
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Date of Award: July 22, 2007

WITNESS LIST

For the Employer:

Mark Cassidy, Interim Human Resources Manager
Ron Stephens, Fire Chief
Mike Brock, Employee Relations Coordinator
Karen Short, Management Analyst I (Human Resources Department)

For the Union:

Bruce Baurichter, Firefighter-Driver and Secretary-Treasurer of Local 31
Pat McElligott, Fire Captain and President, Local 31
Scott Nicholson, Fire Lieutenant
Matt Frank-Firefighter and Local 31 Executive Board Member

EXHIBIT LIST

Employer Exhibits:

1. Introduction to City of Tacoma, May 1, 2007
2. History of Bargaining, May 1, 2007
3. Notebook containing collective bargaining agreements
4. Introduction to the Tacoma Fire Department, May 1, 2007
5. Position of the City of Tacoma, Selection of Comparable Departments, May 1, 2007
7. Letter from Hannah to Skalbania, April 29, 2007 (Union comparator list)
8. Letter from Hannah to Skalbania, April 24, 2007 (Union comparator list)
9. Collective bargaining agreements of City's proposed comparators
10. Comparator Wage Analysis
11. Comparator Supplemental Retirement Information\
12. Spreadsheet showing compensation paid to each bargaining unit member
13. Tacoma Municipal Code 1.12.640 (shows premiums paid to firefighters)
14. Technical Rescue Duties, May 1, 2007
15. Excerpt from City of Everett/IAFF Collective Bargaining Agreement, 2006-2008 (Article 9 and Letter of Understanding, "Rules for Rescue Technicians," dated March 1, 2001)
16. Excerpt from City of Everett/IAFF Collective Bargaining Agreement, 2003-2005 (Article 9 and Letter of Understanding, "Rules for Rescue Technicians," dated March 1, 2001)
17. Excerpt on technical rescue pay from City of Everett/IAFF Collective Bargaining Agreement, 2000 -2002

Union Exhibits:

Notebook 1

A. Interest Arbitration Procedure Documents

1. PERC Certification Letter
2. Local 31's Proposals to Interest Arbitrator
3. Local 31's Amendment to Proposals to Interest Arbitrator
4. City of Tacoma Proposals to Interest Arbitrator
5. RCW 41.56 - Public Employees Collective Bargaining
6. WAC 391-55 - Impasse Resolution Rules

B. Information about the City of Tacoma

7. Port Information
8. Interesting Facts About Tacoma

C. Declarations

9. Declaration of Candace Perry

D. City of Tacoma Financial Information

10. 2007-2008 Proposed Budget
11. City Council Approves 2007-2008 Biennial Budget
12. 2005-2006 Biennial Budget
13. 2005-2006 Budget in Brief
14. Economic Status Report
15. 2007-2008 Proposed Budget / 2005-2006 Budget Performance
16. City manager's 2007-2008 Proposed Operating Budget Fact Sheet

E. City of Tacoma Fire Department Information

17. Local 31's Count of Employees Per Job Code
18. Tacoma Fire Department Call Volume 1998-2006
19. Tacoma Firefighter Training Requirements 1991 and 2006
20. Description of Technical Rescue Team Duties

F. Bargaining History

21. City of Tacoma Bargaining Proposal to Local 31
22. Local 31's Bargaining Proposal to the City of Tacoma

Notebook 2

G. Data Regarding the Parties' Proposed Comparators

23. 2004-2005 CBA between the City of Tacoma and IAFF, Local 31
24. IAFF, Local 31's Proposed Comparators
25. 2004-2006 CBA between the City of Bellevue and IAFF, Local 1604
26. 2003-2005 CBA between the City of Everett and IAFF, Local 46
27. (Withdrawn Kent CBA, use City's Exhibit)
28. 2006-2008 CBA between the City of Seattle and IAFF, Local 27
29. City of Tacoma's Proposed Comparators
30. 2006-2008 CBA between the County of Central Pierce and IAFF, Local 2175
31. 2005-2007 CBA between the City of Spokane and IAFF, Local 29
32. 2003-2005 CBA between the City of Vancouver and IAFF, local 452
33. Consumer Price Index — Urban Wage and Clerical Workers (CPI-W)
34. Wage Increases Received by Other Jurisdictions
35. TRT Premium Pay Received by Other Jurisdictions
36. Compensation Data From other Jurisdictions
37. 2001-2003 CBA between the City of Tacoma and Local 31
38. 1998-2000 Addendum Agreement between the City of Tacoma and Local 31
39. 1995-1 997 CBA between the City of Tacoma and Local 31
40. 1993-1 994 CBA between the City of Tacoma and Local 31
41. 1991-1992 CBA between the City of Tacoma and Local 31
42. 1988-1990 CBA between the City of Tacoma and Local 31
43. Position Description, Special Operations Team Member, Central Pierce Fire and Rescue, February 1, 2007

I. PROCEEDINGS

This dispute, between the City of Tacoma Fire Department (the Employer or City) and Local 31, International Association of Firefighters (the Union or Local 31), concerns certain terms of a three-year labor agreement covering the calendar years 2006, 2007 and 2008. The Union represents a bargaining unit of firefighters employed by the City. Although the parties tentatively agreed to most provisions of their new contract, they reached an impasse in their negotiations on wages. Pursuant to RCW 41.56.450, those issues were certified for interest arbitration by the Public Employment Relations Commission (PERC) and submitted to neutral Arbitrator Jane R. Wilkinson for resolution. The parties waived the RCW 41.56.450 provisions for a tri-partite panel. The Arbitrator conducted evidentiary hearings, in Tacoma, Washington, on May 1 and 2, 2007. Each party had the opportunity to present evidence, examine and cross-examine witnesses and argue its case. The Arbitrator received the parties' post-hearing briefs on June 22, 2007, and thereupon closed the hearing.

II. PARTIES' FINAL OFFERS ON WAGES AND INSURANCE

A. Employer's Final Offer

Wages 2006: 1% increase	Wages 2007: 1% increase	Wages 2008: 1% increase
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B. Union's Final Offer

Wages 2006:

100% Seattle-Tacoma CPI-W June-June CPI Index (June 2004 to June 2005) plus 1%. (The CPI for that period was 2.3%, so the Union's proposal totals 3.3%)

Wages 2007:

100% Seattle-Tacoma CPI-W June-June CPI Index (June 2005 to June 2006) plus 1.5% payable January 1, 2007 and another 1.5% payable July 1, 2007. (The CPI for that period was 4.6%, so the Union's proposal totals 7.6%)

Wages 2008:

100% Seattle-Tacoma CPI-W June-June CPI Index (June 2006 to June 2007) plus 1%.¹ Also for 2008, 5% premium on base wage for Technical Rescue Team members.

¹ According to the City, the CPI change will be in the vicinity of 3.9% for June 2006 to June 2007.

III. BACKGROUND ON THE CITY OF TACOMA

The Tacoma Fire Department provides a full range of services, including fire suppression, emergency medical services (EMS), advanced life support (ALS) and transport, hazardous materials (Haz-Mat) response, extrication, technical rescue, fire prevention, code enforcement, fire investigation, disaster planning, and related public education.

Tacoma contains a large commercial port, ranked 28th in the nation in terms of tonnage. In addition, being a city with a large commercial port, it operates a fireboat that requires shipboard fire training. It also maintains an urban search and rescue team whose team members receive special training from the Federal Emergency Management Agency. The Tacoma Fire Department operates 19 stations. Two of those are used exclusively for administration and storage.

The City of Tacoma has a (2006) population of approximately 199,600, but the fire department's service area is larger since it includes the Cities of Fircrest and Fife as well as Fire District No. 10 (covering an unincorporated area of Pierce County). Its service area population is 217,555.

Tacoma's Fire Department has 446 employees. Local 31 represents 405 of these employees in 14 job classifications as follows:

Classification	Number
Firefighter	212
Firefighter Paramedic	53
Firefighter Paramedic Supervisor	5
Fire Boat Pilot	5
Fire Medical Services Officer	2
Lieutenant	85
Communication Center Lieutenant	3
Communication Center Supervisor	1
Fire Captain	22
Fire Captain Dispatcher	1
Fire Inspector	3
Fire Marshall Deputy	3
Fire Battalion Chief Aide	1
Fire Battalion Chief	10

The Fire Department's 2007-08 operating budget is \$109,537,469. Salaries and benefits comprise about 85.8% of the budgeted figure.

The City of Tacoma's revenues have been relatively healthy during the past few years and they are projected to grow. The City anticipates adding personnel and projects; it also does not project any revenue driven cutbacks in programs and services in the near future.

However, as with other cities in Washington, several voter initiatives cut into its historical revenues. These were:

- (1) Initiative 776, approved in 2002, limited the state vehicle license fee to \$30 and repealed the local vehicle license fee. The repealed fees were substantial and funded transportation related programs. I-776 caused the City to lose about \$1.4 million in annual revenues.
- (2) Initiative 747, approved in 2001, which limited total property tax revenue increases to 1% of the highest levy in the prior three years.
- (3) Initiative 695, passed in 1999, repealed the motor vehicle excise tax. This cost the City about \$5.3 million in lost revenues.

In addition, the City recently revised its administration of the B&O tax to improve its fairness, clarity and consistency. The City projects this reform to reduce its revenues by \$2 to \$4 million annually starting in 2008.

The City also notes that the rapid increase in employee health care costs has put a strain on its resources.

IV. STATUTORY AUTHORITY AND CRITERIA

RCW 41.56.030(7), read in conjunction with RCW 41.56.430-.450, states that unresolved disputes concerning the terms and conditions of a collective bargaining agreement must be settled by interest arbitration when the affected bargaining unit is composed of "uniformed personnel," including fire fighters. :

RCW 41.56.450 specifies the powers and duties of the interest arbitration panel, which may only consider the issues certified by PERC's executive director. A recording of the proceedings must be made. In this case, the parties procured the services of a court reporter who stenographically recorded and later produced a transcript of the proceedings. RCW 41.56.450

states that the arbitration panel's determination "shall be final and binding upon both parties, subject to review by the superior court upon the application of either party solely upon the question of whether the decision of the panel was arbitrary or capricious."

RCW 41.56.452 states that an interest arbitration panel "exercises a state function and is, for the purposes of this chapter, a state agency." However, Chapter 34.05 RCW (the Administrative Procedure Act) does not apply to interest arbitration proceedings.

In RCW 41.56.465, the Washington Legislature specified that the interest arbitrator must apply the following criteria over the terms of a new collective bargaining agreement:

(1) 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 employees listed in RCW 41.56.030(7)(e) through (h), 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 may 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 circumstances under (a) through (d) of this subsection during the pendency of the proceedings; and

(f) Such other factors, not confined to the factors under (a) through (e) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. For those employees listed in RCW 41.56.030(7)(a) who are employed by the governing body of a city or town with a population of less than fifteen thousand, or a county with a population of less than seventy thousand, consideration must also be given to regional differences in the cost of living.

In resolving the issues in this dispute, whether or not fully articulated herein, the undersigned Arbitrator has been mindful of these criteria and has given consideration to all of the evidence and arguments presented by the parties relative to these criteria.

V. SUMMARY OF PARTIES' ARGUMENTS

A. Position of the City: Application of the statutory criteria to the facts of this case justifies the City's wage proposals and its opposition to the TRT premium pay.

1. Retention and applicant flow: The City's retention rate is outstanding-only two bargaining unit members left for other public fire department employment since 2004. Recruiting in 2003 and 2005 yielded 2,051 applications, 1,172 deemed eligible, for 59 vacancies.
2. Progress against the CPI: Bargaining unit increases have significantly outpaced the changes in the CPI by 14% between 1991 and 2005. During the same period, bargaining unit wages outpaced other City of Tacoma employees by 20%.
3. The Cities comparables fit within the traditional criteria.
 - a. Since the onset of negotiations, the City has consistently focused on its proposed comparables, while the Union never really focused on comparable jurisdictions until the eve of hearing, when ultimately it embraced all of the City's comparables except Vancouver.
 - b. Vancouver and Seattle are disputed; Vancouver, easily fits within screen of 50% to 150% of Tacoma's population and assessed valuation, while Seattle doesn't come close.
 - c. So many arbitration awards spanning many decades, without any correction from the Legislature or the courts, have only considered population and assessed valuation as a measure of size that no citation is needed. Arbitrators also give consideration to geographic proximity. The Union focuses on the fact that both Seattle and Vancouver have large ports, but does not tie that fact to firefighter wages.
4. The City used accepted comparison methodology; its inclusion of deferred compensation, omission of health care costs, and final net hourly pay calculation, overlapped the Union's.
 - a. The City selected a range of classifications to consider based on demographic factors. It considered five major benchmark classifications comprising 94.5% of the bargaining unit members and looked at zones of employee distribution based on longevity. Thus, for firefighter it considered entry level as well as firefighter whose longevity is 5, 10, 15, 20 and 25 year. Lieutenants were examined at 15, 20 and 25 years, which were the zones of employee distribution in this classification.
 - b. There was some dispute for net hours worked. Surprisingly, for Tacoma, the Union used the 40-hour employee vacation leave allowance, rather than the 24-hour leave figure, even though nearly all firefighters work a 24-hour shift. The City's information shows that bargaining unit members work significantly fewer hours annually than the average of its comparables.
5. The City's wage comparability analysis (which "ages" Vancouver data by the average increase enjoyed by the remaining comparables) demonstrated that with the City's offer, wages will continue to significantly exceed the comparator average by an amount shown on this table:

	Entry	5 Years	10 Years	15 Years	20 Years	25 Years
Firefighter	10.7%	7.7%	7.6%	8.1%	8.4%	9.5%
Paramedic			9.9%	10.0%	10.4%	11.5%
Lieutenant			14.3%	14.6%	15.7%	12.6%
Captain					20.2%	21.6%
Bat Chief					20.1%	21.3%

6. The Union's proposed TRT premium pay is not supportable.

- a. The array of premium pays granted by the City delivers impressive benefits to a significant percentage (41%) of bargaining unit members. It is tied for second place with Central Pierce in the number of premium pays provided; the average is six; Tacoma provides eight.
- b. Tacoma pays a typical percentage of 5% for each type of premium pay, an amount that is more than double the comparator average of 2.3% and it is computed off base that includes longevity, unlike some jurisdictions.
- c. The Union has the burden of proof and its demand is not justified by the comparables or by a traditional justification for premium pay, namely, (1) the nature of the required credentials (such as paramedic) or (2) the scope of the work commitment (such as hazardous material handling).
- d. The technical rescue duties do not represent a new body of regular responsibilities nor is the amount of work significant. There were only 10 calls in 2004, 12 in 2005; and 14 in 2006.
- e. Union Exhibit 20, a list of duties, has not been reviewed nor adopted by management.
- f. It is not true that the comparables pay a premium for similar work.
 - (1) The Union asserted that Bellevue's technical rescue team is their ladder company; there was no probative evidence offered that this work is technical rescue work.
 - (2) Article 8, Section 8.4, of the Central Pierce contract provides for "Special Operations Team Pay." Union Exhibit 43, a position description for that team, includes technical rescue skills as *a portion* of team duties, but it also includes essential duties that may be outside the scope of technical rescue duties.
 - (3) The Everett contracts for 2003-05 and 2006-08 removed the premium pay for Rescue Technician (that was in the 2000-02 contract).
 - (4) Kent does not have any language on technical rescue duties or attendant premium pay.
 - (5) Spokane, at Article 21, Section 12, provides a premium of 2.5% of "senior firefighter pay without longevity" for employees certified and assigned to the technical rescue team.
- g. Technical rescue is only one of a wide variety of emergency services provided by fire departments which require a strategy for safely providing first-responder services; technical rescue is one of many such services, but it requires no special credentials, aside from locally-granted training certificates.

B. Position of the Union. The City's proposed 1% annual increase is substantially beneath both the increases enjoyed by comparator jurisdictions and changes in the CPI. Application of the statutory criteria supports the Union's proposals on wages and premium pay.

1. Seattle, not Vancouver, should be added to the comparator list
 - a. Seattle is located the same labor market as Tacoma as well as four of the five stipulated comparables; like Tacoma, it is a major West Coast port city; the fire departments have some work-related interaction.
 - b. Tacoma is the largest agreed-upon Puget Sound comparator; more balance (as explained by arbitrators) is needed by added a larger comparable department, not a smaller one.
 - c. Vancouver is located outside the Seattle-Tacoma labor market, is not a major West Coast Port city, and does not have any interaction with Tacoma's Fire Department. In addition, it is of questionable value because it does not yet have a 2006-2008 contract with its firefighters.
2. The Union's wage proposals are supported by the comparable data; the City's are not.
 - a. Comparable increases were substantial and exceeded the CPI increase.
 - (1) Local 31's proposed comparators received average base wage increases totaling 3.18% for 2006 and 5% for 2007 (or 3.15% and 5.1% when excluding Seattle).
 - (2) Tacoma's bargaining unit would need to receive base wage increases for 2006 and 2007 totaling in excess of 8% in order to maintain its relative standing.
 - (3) Even a CPI increase at 90%, which the parties have utilized in the past, with a 3% minimum and 6% maximum, would give the bargaining unit a 3% (or 2.07%

without the minimum) increase in 2006 and a 4.14% increase in 2007. An increase that is somewhat in excess of the CPI is supported by the parties' bargaining history.

- b. Bear in mind that all the agreed or proposed comparables, except Seattle, are smaller than Tacoma, except for Spokane, which is located in a lower paying labor market. Vancouver also is in a lower paying market.
 - c. The increase in call volume and other matters affecting workload for the bargaining unit supports a higher wage increase.
 - d. The primary benchmark should be the firefighter classification because a majority of the bargaining unit members are in that classification.
 - e. The longevity should be 10-13 years, as is customary in interest arbitration proceedings. Local 31 prefers defining a 10-year firefighter as a firefighter who has completed 10 years, *i.e.*, is starting his 11th year; this makes a difference when analyzing Central Pierce Fire District pay.
 - f. The City's contention that the bargaining unit is "overpaid" lacks merit because its data is inaccurate.
 - (1) Spokane firefighters received a 3.3% increase for 2006, not 2.7% as the City asserted.
 - (2) The "aging" method used by the City (the average increase of the remaining comparables) for comparators lacking data is questionable, but in any event those averages (3.16% and 5.1%) show the inappropriateness of the City's 1% proposal.
 - (3) The City failed to include the Spokane firefighters' annual holiday pay
 - (4) The City's 2006 Central Pierce \$66,042 annual wage understated base wage, and/or longevity pay; the correct figure is \$67,130.
 - (5) The City asserted that Local 31 bargaining unit's vacation leave at the benchmark level is 204 hrs; the correct number is 136 hrs.
 - (6) The City pervasively erred by erroneously using 52 and a fraction as the multiplier to convert from weeks to year, when a City witness testified that the multiplier should be 52.
 - (7) The City stated that Spokane firefighters were scheduled to work 2433 hours per year in 2006 when they were actually scheduled to work 2400.
 - (8) The City failed to consider a 24-hour floating holiday the Everett firefighters receive.
 - (9) The City erroneously gave Central Pierce firefighters 216 hrs/yr of vacation; the correct figure is 264 hrs. (Here, the City used the employee beginning his 10th year, not the 11-year preferred by the Union).
 - (10) For 2007, the City failed to note that Central Pierce's deferred compensation contribution increased to \$250/mo. from \$225/mo. in 2006.
 - g. The correct figures paint a different picture.
 - (1) The City's proposed 1% increase would bring the benchmark hourly wage to \$33.02, well behind the average 2006 pay for the agreed-upon Puget Sound comparables (\$33.55).
 - (2) The Union's proposed 3.3% increase would put the bargaining unit right in the middle of the pack (ahead of Central Pierce and Bellevue but behind Everett and Kent).
 - (3) When also considering Seattle, the Union's proposal would result in a bargaining unit pay rank of fourth place and almost exactly at the \$33.72 average for those five Puget Sound comparators. Considering Vancouver and/or Spokane would only raise Tacoma to slightly above the average.
3. Numerous arbitration awards expressly allow the subject bargaining unit to maintain its standing relative to its comparators. For 2007, at the very least, Tacoma should maintain its market parity.
 4. The City has the ability to pay the Union's proposal as seen by the positive forecasts in its budget documents and its substantial reserves.
 5. Internal parity is not a significant issue; note that arbitrators have rejected proposals that are made primarily in order to maintain internal parity.

6. The Technical Rescue Team should be given 5% specialty pay.
 - a. TRT members must complete extensive training and must become experts in three particular areas: rope training, trench rescue and confined space rescue. The work is beneficial to the City and is often instrumental in saving lives; it is also potentially very dangerous work for those individuals who are performing it.
 - b. The comparators with TRT teams pay these premiums: Bellevue: \$75/mo; Central Pierce, 2.5%, Spokane, 2.5%. Everett recently provided a 3% TRT premium and then temporarily traded that pay for guaranteed training opportunities; Everett has a TA to reinstate the 3% premium pay. In addition, Seattle pays 5% and Vancouver pays 2.2%.
 - c. The parties' contractual practice has been to pay a 5% premium to those with specialized training and expertise (such as Haz-Mat and SCBA team members).
 - d. Local 31 is not seeking retroactive specialty pay for TRT members; instead, the pay would begin on January 1, 2008.

VI. ARBITRATOR'S DISCUSSION AND DETERMINATION

A. Wages

As set forth in full above, RCW 41.56.465 requires the Arbitrator to set wages after considering the legislative purpose of the statute, the compensation paid by comparators, employees' cost of living, any stipulations and legal concerns over the employer's authority, and "other factors ... that are normally or traditionally taken into consideration in the determination of wages, ..." Such "other factors" typically include turnover, the fiscal health of the employer, general economic considerations, and considerations relating to internal parity or equity. The statute does not specify the relative weight to be assigned to each consideration, nor how they are to be measured. These matters are left to the determination of the arbitrator.

1. "The Constitutional and Statutory Authority of The Employer"

No issues arose concerning this consideration.

2. Stipulation of the Parties

The parties agreed the contract duration is three years (2006-2008) and that all issues have been settled except for those addressed herein in arbitration. Other points of agreement are noted below.

3. Comparison of Tacoma Firefighter Compensation to that of Firefighters Employed by Similarly-Size Fire Departments

a. Selection of Comparators

The parties agreed that the cities of Bellevue, Everett, Kent, and Spokane, along with the Central Pierce Fire District are appropriate comparable jurisdictions.

The City proposed to add Vancouver to the comparator list. Local 31 proposed to add Seattle.

The population and assessed valuation data for these comparables are shown on the following table.²

Jurisdiction	Population 2006	Assessed Valuation 2006	2006 A/V Per Capita
Tacoma	199,600	\$23,609,827,649	\$118,286
-50%	99800	\$11,804,913,825	\$59,143
+50%	299400	\$35,414,741,474	\$177,429
+100%	399200	\$47,219,655,298	\$236,571
Bellevue	117,000	\$23,955,789,810	\$204,750
Central Pierce FD	160,000	\$10,455,046,946	\$65,344
Everett	101,100	\$ 9,708,398,133	\$96,028
Kent	85,650	\$ 9,348,395,475	\$109,146
Seattle	578,700	\$95,056,789,901	\$164,259
Spokane	201,600	\$10,800,568,733	\$53,574
Vancouver	156,600	\$11,966,008,886	\$76,411

When selecting comparators, arbitrators primarily consider those whose population and assessed valuation are no less than 50% and no more than 150% to 200% of the subject jurisdiction's.³ Ideally, both total assessed valuation and assessed valuation per capita will fall within these ranges. The objective is, if possible, to create a list of comparators somewhat

² As noted previously, the City of Tacoma Fire Department services areas outside of the city having a total population of 17,955. The Arbitrator has not included this in her figures because the populations for the comparators do not show outside service areas. In any event, the City's outside service area is not large enough to materially change this analysis.

³ Parties occasionally dispute whether "like employers" population and assessed valuation can exceed 150%. Although a relatively narrow bandwidth for screening purposes is optimal, it is sometimes necessary to increase the scope of the population bandwidth in order to achieve a more balanced set of comparable jurisdictions. See this arbitrator's discussion and citations in *City of Camas (IAFF Local 2444)*, PERC No. 16303-1-02-0380 (Wilkinson, 2003). See also, *City of Redmond (IAFF Local 2829)*, PERC No. 17577-1-03-0406 (Krebs, 2004).

balanced on the high and low side, although with particularly large or particularly small jurisdictions, this is not always possible. Arbitrators also prefer using comparable employers having geographic proximity because they more accurately reflect the subject jurisdiction's labor market. *City of Redmond (IAFF Local 2829)*, PERC No. 17577-I-03-0406 (Krebs, 2004); *City of Mukilteo (IAFF Local 3482)*, PERC No. 16378-1-02-0382 (Lankford, 2002); *Walla Walla County (Walla Walla Deputy Sheriff's Guild)*, PERC No. 14798-I-99-327 (Greer, 2000); *City of Bellevue (IAFF Local 1604)*, PERC No. 14037-I-98-309 (Beck, 1999); *Kitsap County (Kitsap County Sheriff's Guild)*, PERC No. 13831-I-98-299 (Buchanan, 1999); *Jefferson Transit (Amalgamated Transit Union, Local 587)*, PERC No. 11148-I-94-239, (Axon, 1994).

As stated above, the only comparables at issue are Seattle and Vancouver. The problem with Seattle is that it greatly exceeds even the most generous population and assessed valuation screen of double the City's size and valuation. Housing prices are considerably higher in Seattle than in Tacoma, which creates a spread between the cost of living in those two cities.⁴ This militates against stretching the traditional 150% to 200% size criterion to include Seattle. As the City points out, the legislature has specifically mandated that comparable jurisdictions be of similar size. Seattle is nearly three times the size of Tacoma. Its total assessed valuation is over four times Tacoma's. Only its assessed valuation per capita (140% of Tacoma's) is within a reasonable range. I will therefore reject Seattle as a comparator.

Vancouver is within acceptable parameters, but is less valuable in this proceeding because there is no collective bargaining agreement in place between that city and its firefighters. To use it as a comparator, one has to do some guesswork as to the kind of wage increase the

⁴ According to the Washington Center for Real Estate Research at Washington State University, the first quarter 2007 average home selling prices, by county in which the parties' agreed and proposed comparables are located, were as follows:

King:	\$440,000
Snohomish:	\$370,000
Pierce:	\$282,000
Clark:	\$269,400
Spokane:	\$181,900

Sources: WSU Washington Center for Real Estate Research, online at <http://www.cbe.wsu.edu/~wcrer/> and <http://www.cbe.wsu.edu/~wcrer/cpsS07.asp>.

bargaining unit will receive once its contract is finalized. Although the City “ages” Vancouver’s 2005 wage schedule by using the average percentage increases enjoyed by the remaining comparators, I don’t believe Vancouver is a necessary comparator in this case, since the parties already have stipulated to five comparators, a sufficient number.⁵ Vancouver also is in a somewhat different labor market, being part of the Portland (Oregon) metropolitan area. Although I realize that fire fighter recruiting can cover a broad geographical area, I prefer dealing with comparables from within the local labor market, to the extent that is feasible. Further, I note that the parties already have one extra local labor market comparator, Spokane. For these reasons, I will not use Vancouver as a comparable in this case.⁶

Although a balanced set of comparables is optimal, that is not possible here because of Tacoma’s large size. It is nearly tied with low-valuation Spokane for first place in population, and it is a close second to Bellevue in terms of total assessed valuation. It ranks a more distant second to Bellevue when one considers assessed valuation per capita. Therefore, I will keep the City’s high population and assessed valuation ranking in mind when evaluating the parties’ wage proposals. In other words, when making a wage award, I will give substantial consideration to Tacoma’s wage ranking among its comparators. The interest arbitration statute does not require the arbitrator to target the comparator average, although with an appropriately balanced set of comparators, arbitrators are inclined to do so. It is appropriate, however, for some jurisdictions to be paid above or below the average of the comparators. I prefer using the method described here as opposed to including a jurisdiction, such as Seattle, whose population or assessed valuation is far outside of the traditional spread of minus 50% and plus 50%-100%. There have been other Washington cases where arbitrators have kept in mind the

⁵ The City calculated that the 2006 average increase of the remaining comparables was 3%; for 2007, the average increase was 5.2%. The City’s 2006 figure should be adjusted to 3.2% because of its acknowledged error in calculating Spokane’s increase. See table at footnote 10, *infra*.

⁶ Given a choice, I would prefer Vancouver as a comparator to Spokane. Vancouver, (which also is part of a larger metropolitan area) is more economically similar to the Puget Sound metropolitan area than is Spokane. In addition, one should note that Spokane does not pass the -50% assessed valuation screen.

subject jurisdiction's ranking among comparators when considering wages. *E.g., Walla Walla County (Walla Walla Deputy Sheriff's Guild)* (Greer, 2000) and *(Cowlitz County Corrections Officers Association)*, PERC No. 11948-I-95-00257 (Lehleitner, 1996). Arbitrator Gaunt observed that the arbitrator selects comparables from among those closest in population and geographic location. Other demographic factors can be considered when determining where the subject jurisdiction's wages should be placed in relation to the comparator list. *City of Pullman* (Pullman Police Officers Guild), PERC No. 12399-I-96-296 (Gaunt, 1997). This ranking approach cuts both ways. In a recent award, this Arbitrator gave consideration to the bargaining unit's justifiable below average ranking on the list of selected comparables. *Franklin County (United Steel Workers' Union, Local 12-369)*, PERC Nos. 19374-1-05-0449 and 18871-M-04-6182 (Wilkinson, 2007).

b. Salaries Paid by Comparables

Both parties converted the comparable compensation data to a net hourly wage, but unfortunately, except for the City of Kent firefighter pay, their calculations produced substantially different results, as shown on the next table. Even their net hourly calculation for 2005 of Tacoma's bargaining unit wages differed materially.

2006 (10-yr firefighter)	Per City	Per Union
Bellevue	\$ 32.66	\$ 33.12
Central Pierce	\$ 31.44	\$ 33.11
Everett	\$ 34.32	\$ 34.90
Kent	\$ 33.86	\$ 33.85
Spokane	\$ 30.02	\$ 31.97
Average	\$32.46	\$33.39
Average Difference	2.9%	
Tacoma (2005)	\$ 33.69	\$ 32.68
Tacoma Difference	3.1%	

Therefore, I ultimately independently reviewed the comparables collective bargaining agreements and performed my own calculation of the comparator wages.

The parties disagreed on a number of components or methods used in making one another's calculations. I will review these next.

(1) Benchmarks

There was some disagreement on the appropriate benchmark or benchmarks, that is, which longevity and classification levels to compare. The Union based its analysis on the pay of an 11-year firefighter, asserting that more firefighters fall within the 10-13 year range than other longevity ranges (and there are more firefighters than employees in other classifications). The City looked at the demographic distribution of bargaining unit employee by classification and longevity and performed 18 separate analyses in classification/longevity slots where the distribution was significant. The City appeared to agree that the 10-year firefighter benchmark is an appropriate starting point for analysis. The City's evidence shows more firefighters have 10-14 years of service (24.1%) than have 5-9 years of service (17.5%).⁷ The City questions, however, the Union's selection of an 11-year firefighter benchmark, as opposed to a 10-year benchmark. This favors the Union with the net hourly wage calculation at Central Pierce Fire District, which gives 216 hours of vacation leave to 6 to 10-year firefighters and 264 hours to 11 to 14-year firefighters (all working 24-hour shifts).⁸

I concur with the Union that the 11-year firefighter is the appropriate benchmark for Central Pierce Fire District. A plurality of Tacoma firefighters have 10 to 14 years of experience. The 10-year Central Pierce firefighter has the same vacation allowance as the six to nine-year

⁷ According to the City, the distribution of bargaining unit by classification and longevity is as follows:

Bargaining Unit Seniority By Class As Percent					
Yrs of Service	Firefighter	Paramedic	Lieutenant	Captain	Bat. Chief
0 through 4	31.6%	3.8%	0.0%	0.0%	0.0%
5 through 9	17.5%	26.9%	0.0%	0.0%	0.0%
10 through 14	24.1%	38.5%	29.9%	4.3%	0.0%
15 through 19	9.4%	21.2%	25.3%	0.0%	11.1%
20 or more.	17.5%	9.6%	44.8%	95.7%	88.9%

⁸ It also could make a difference in Spokane and Bellevue, where longevity increases after 10 years of service. The City's calculations, however, used the higher amounts, so there is no dispute with respect to the longevity pay in Spokane and Bellevue.

firefighter. Given the two choices, I believe the Central Pierce 11-year firefighter is closer to the mark. As stated, it only makes a difference in this case when calculating the net hourly wage of Central Pierce Fire District; therefore the effect on my overall wage analysis is not significant.

(2) Local 31 Vacation Leave

A significant disagreement concerns the calculation of the Local 31 bargaining unit's net hourly pay, which stems from differences in calculating net hours worked. Specifically, the City used the vacation leave granted a 24-hour shift firefighter, while the Union used the figure for an 8-hour shift (40 hour week) firefighter. They both use the 24-hour firefighter for calculating holiday pay. Both parties also used the 24-hour firefighter for calculating the vacation leave and holiday time off in comparable fire departments. In my view, consistency is key, and I am not convinced by the Union's arguments that a deviation from the norm is appropriate here. Therefore, the Tacoma vacation calculation should be that for the 24-hour firefighter. That appears to be the only real difference in the wage calculation for Local 31 members. Thus, in endorsing the City's method, I agree that 10 to 11-year bargaining unit firefighter receives the equivalent of \$33.69 per hour.

(3) Gross Annual Hours - Comparable Jurisdictions

The Union argued that the City improperly calculated a work year as 52.14 weeks and contends that a City witness agreed the proper figure is 52. The City's view is correct for two reasons. First, the quotient of 365 (days in a year) divided by 7 (days in a week) is 52.14. Second, two comparator collective bargaining agreements (Central Pierce and Kent), specifically state that the proper multiplier is 52.14. The City, however, used a multiplier of 52 for City of Bellevue to come up with the same gross annual hour figure as the Union. Since the parties are in agreement, I will use that figure (2560 hours for a 10-11 year firefighter) also.

For Spokane, the Union assumed 2400 gross annual hours, a figure it derived from Article XV, Section 1.1 of that agreement, which states that the workweek is 46.15 hours for 24-hour personnel. The product of 46.15 (hours/week) and 52 (weeks/year) is 2400 hours. However,

the wage schedule attachment to Spokane's collective bargaining agreement specifies that the work year is 2409 hours for 2005, and 2433 hours for 2006. That schedule helpfully lists each pay level in hourly, monthly and annual dollars. The quotient of the annual pay over the equivalent hourly pay is 2409 hours for 2005, and 2433 hours for 2006. Although the Union has a good argument, the contractual attachment is more specific and is mathematically correct when converting the annual pay to hourly pay.

(4) Comparator Vacation and Holiday Leave

The parties' figures agree on comparator vacation leave, with the exception which longevity slot to use for Central Pierce Fire District. As explained above, I favor the 11-14 year employee used by the Union as a surrogate for the 10-year firefighter elsewhere.

The parties dispute the holiday leave available to the shift firefighter in Everett. The City's figure is zero, while the Union's is 24. Article 10.4 of Everett's contract contains a holiday buy out provision of 1/20th (5%) of base pay (1/18th or 5.56%) for firefighters working a 24-hour shift. Article 10.1 lists 10 traditional holidays and one personal floating holiday. The Union apparently assumed that the buy out is for the 10 itemized holidays, leaving the floating holiday excluded from the buy-out. Article 10 is far from clear. Favoring the City's position is language in Article 10.4 stating that the money paid is in "lieu of *all* other holiday pay." (Emphasis added). On the other hand, Article 10.5 states that the floating holiday may not be cashed out, except in limited circumstances, thus suggesting there is no holiday pay for the floating holiday. Further, Article 10.4 states that if a firefighter is absent on a holiday he is scheduled to work, he shall forfeit 1/10th of his holiday pay. Since there are 10 listed holidays, this suggests that the floating holiday (the 11th) is not included in the calculation. This is a close question, but I believe the Union has taken the better view of the Everett contract.

The parties dispute the holiday pay in Spokane. Article XVI, Section 1, specifies paid holidays for employees who do not work 24-hour shifts. Section 5 specifies that employees who do not work a 5/8 schedule (inferentially, that includes 24-hour shift employees) will receive up

to 56 hours of holiday pay annually. The City interprets this to mean that the additional compensation is already included in the stated hourly rate, while the Union disagrees. The language is ambiguous, but I could find nothing to indicate that it was included in the hourly rate. Therefore, I prefer the Union's view.

(5) Base Pay Computation

The parties' calculations for Spokane firefighters' base wage differed by over 2%. For 2006, the Union calculated the base annual firefighter wage to be \$65,146 on January 1, 2006, and \$65,797 on July 1, 2006, which included the 1% increase granted that date. The Union's calculation also included 4% longevity pay (for the 11-year firefighter). The City used \$61,336 for 2006, which it increased to \$63,769 with longevity pay (also using the 4% escalator). The latter dollar amount matches the amount shown on the attachment to the collective bargaining agreement and I consider it the correct figure for January 1, 2006. Although the attachment does not specifically state that the wage rates include longevity, I infer this from both parties' methodologies. The City does not include the 1% July increase, which I believe should appropriately be considered with 2006 wages, even though the payout was six months after the start of the year. This would increase the January 2006 amount of \$63,769 to \$64,407 (again, this includes longevity).

(6) Longevity Pay

For Central Pierce Fire District, the City uses a longevity pay figure for the 10-year firefighter that works out to be 2%, while the Union uses 4%. Article 8.5 of the Central Pierce labor agreement states that longevity pay is 4% for 10 to 14 years of employment; it is 2% in years 5-9. (The figure increases by 2% for each five years of employment.) Thus, the Union's 4% figure is correct.

(7) Retirement or Deferred Compensation (including MEBA/VEBA)

The collective bargaining agreement for Central Pierce Fire District specifies an employer contribution of \$225 a month for 2006 (which increases by \$25 each year for 2007 and 2008).

Annualized, the \$225 monthly contribution is \$2700. The City's figure of \$2400 appears to be erroneous.

The City appeared to err on the high side for the Kent deferred compensation contribution, which according to Appendix A, Section 9, is 3% of the 1st class firefighter annual base pay. For 2006, this 3% computes to \$2104, the figure the Union used. The City's hourly contribution, when multiplied by 2632 annual hours worked, comes to \$2833. I will use the lower Union's figure.

(8) Education Premium

The City of Bellevue pays its firefighters premiums for possessing a two-year or four-year college degree. The Union included this premium in its calculation of Bellevue's compensation. I agree with the City that this is not appropriate. Typically, special premiums that only a portion of the bargaining unit enjoys are not included in a total compensation analysis unless the proponent shows that virtually all the bargaining unit enjoys the premium pay. These premium pays can be separately noted in order to view the broader picture of the compensation paid by various jurisdictions. However, they are difficult to incorporate into a quantitative analysis.

c. Final Calculations of Comparator and Tacoma Pay

The following are my calculations of the 2006 net hourly pay of a 10 to 11-year top step firefighter of the comparable jurisdictions I have selected and of the 2005 net hourly pay for the same firefighter in the Local 31 bargaining unit.

**Comparable Net Hourly Pay,
10 to 11-year Top Step Firefighter, 2006**

Jurisdiction	Net Hourly
Bellevue	\$ 32.82
Central Pierce	\$ 33.11
Everett	\$ 34.80
Kent	\$ 33.73
Spokane	\$ 31.24
Average	\$ 33.14
Median	\$ 33.11
<i>Tacoma (2005)</i>	<i>\$ 33.69</i>
Tacoma (2005) over Average (2006)	+1.67%

This calculation shows that the Tacoma firefighters, even without any increase, would be paid above average and above the median relative to the comparators. If I deemed the average or median to be the appropriate target, the City's 1% proposed increase for 2006 would be appropriate.

Given Tacoma's lead in population and high rank in assessed valuation, I believe it is important to consider maintaining its ranking relative to the comparator departments. This requires me to look at the 2005 data for the comparators to see where Tacoma would rank during that calendar year. Rather than take the laborious step of perusing the applicable labor agreements and extrapolating pertinent data, the following table simply backs out the contractually stated increases between 2005 and 2006 in each agreement. I realize that this is a less accurate way of projecting the data since some of the underlying components may have changed from one year to the next,⁹ but for ranking and positioning purposes, a high level of accuracy is less important. Thus, my analysis shows the following positioning in 2005 for the 10-11 year top step firefighter:¹⁰

Pay Rankings, 10 to 11-Year Top Step Firefighter, 2005

Jurisdiction	Net Hourly	Rank
Bellevue	\$ 32.08	4
Central Pierce	\$ 31.54	5
Everett	\$ 34.01	1
Kent	\$ 32.78	3
Spokane	\$ 30.25	6
Tacoma	\$ 33.69	2
Average	\$ 32.13	
Median	\$ 32.08	
<i>Tacoma over average: 4.87%</i>		

⁹ For instance, the wage schedules attached to the City of Spokane firefighters' agreement indicates that the firefighter classification worked 2409 hours in 2005 and 2433 hours in 2006.

¹⁰ The comparator wages increases between 2005 and 2006 were as follows:

Jurisdiction	Increase
Bellevue	2.3%
Central Pierce	5.0%
Everett	2.3%
Kent	2.9%
Spokane	3.3%
Average	3.2%

The City looked at various classification and longevity levels in its analysis, which is appropriate. Because both sides have proposed uniform across-the-board pay increases, it is not necessary for me to analyze each classification and longevity level separately, and in the interest of efficiency, I will not do so. The City's data showed that the net hourly pay in all significant classification and longevity combinations exceeded the comparator average by a greater amount than did the net hourly pay for the 10 to 11-year top step firefighter. According to the City, the pay of Lieutenants, Captains and Battalion Chiefs exceeded the comparator average by two to three times as much as the 10 or 11-year firefighter pay. Although I did not entirely agree with the City's pay calculations for the comparable jurisdictions, I will presume the City has used consistent methodology throughout. Thus, I believe it is fair to conclude that if I were to perform a net hourly pay calculation of all other classification and longevity combinations in the Local 31 bargaining unit, I would find that each combination exceeds the comparator average by a greater percentage than the benchmark 10 to 11-year firefighter.

d. Comparator Increases for 2007 and 2008

The labor agreements for comparable fire departments show the following increases for 2007:

Jurisdiction	2007
Bellevue	N/A
Central Pierce	6.0%
Everett	4.6%
Kent	5.2%
Spokane	5.0%
Average	5.2%

Only one jurisdiction, Everett, has in place a contractual increase for 2008, which is based on 90% to 100% of the change in the Seattle CPI-U.¹¹

I will keep the comparator's 2007 increases in mind when rendering a wage award for 2007

¹¹ The Everett contract states that the wage increase will be 100% of a CPI-U change that is less than 2.49%, 95% of a CPI-U increase that falls between 2.5% and 3.49%, and, if the increase exceeds 3.5%, the higher of 95% of the CPI-U at 3.49% or 90% of the CPI-U at 3.5% or more.

4. The Cost of Living

According to the City's evidence, which was not disputed by the Union, bargaining unit increases have significantly outpaced the changes in the CPI by 14% between 1991 and 2005. During the same period, bargaining unit wages outpaced other City of Tacoma employees by 20%. This shows that wages have gained ground against cost of living increases and that Local 31 members have done better than City of Tacoma employees generally.

I do not believe anyone would dispute that the Seattle-Tacoma-Bremerton statistical area has a higher paying labor market than does Spokane and that the cost of living is higher. The cost of living also is somewhat higher in the jurisdictions in King County and Snohomish County than in Pierce County, a difference driven primarily by housing prices. As noted previously, the recent average home selling price in King County, where Kent and Bellevue are located, was \$440,000. In Snohomish County, it was \$370,000. Pierce County was significantly lower, at \$282,000. See, WSU Washington Center for Real Estate Research, online at <http://www.cbe.wsu.edu/~wcrer>. The Center's Puget Sound Spring 2007 report showed similar relationships with new construction pricing, which commented specifically on Bellevue, Seattle, Everett and Tacoma. However, the report suggests that the more expensive housing in Snohomish County is located outside the City of Everett, while the more expensive Pierce County housing is located inside the City of Tacoma.¹² *Id.*, at <http://www.cbe.wsu.edu/~wcrer/cpsS07.asp>.

5. Changes in Circumstances During the Pendency of Proceedings

The parties did not report any changes.

6. Other Factors Customarily Considered in Arbitration.

a. Recruitment and Retention

The City's data showed that recruitment and retention are not a problem for the employer. Turnover has been very low. According to the City, only two bargaining unit members left to

¹² According to the Puget Sound Report, Pierce County's average new prices during the last quarter were \$368,853 (detached) and \$277,022 (attached). The higher priced units were located in the City of Tacoma (\$400,626 detached, \$335,581 attached). Snohomish County's figures were \$457,869 detached, \$275,768 attached, with prices lower in the City of Everett (\$354,292 detached, \$237,353 attached). See, <http://www.cbe.wsu.edu/~wcrer/cpsS07.asp>.

work at other fire departments since 2004. Other departures have occurred through retirement or mostly probationary firefighters washing out. Recruiting in 2003 and 2005 for 59 vacancies yielded 2,051 applications. Of those applicants, 1,172 were deemed eligible. The Union did not dispute the City's data.

b. Workload

The Union presented evidence showing the increase in call volume from 1996 to 2006. According to that evidence (Exh. U-18), calls increased steadily from 27,995 calls in 1996 to 41,693 calls in 2006. It also presented evidence of changes in workload.

This evidence is not helpful in setting wages for 2006-2008, in my opinion. One could argue that the annual wage increases enjoyed by the bargaining unit (which have outpaced changes in the CPI) reflected, at least in part, this increase in call volume or workload changes. In addition, there was no evidence of record showing a nexus between call volume and wages. Moreover, it is possible that personnel increases offset the impact of increased call volume on workload.

Similarly, although the Union presented evidence that bargaining unit duties increased in scope, skill, and required training, it has not shown that these changes were not taken into account in past wage increases or personnel increases, and it has not shown the relationship between changed duties and compensation.

c. Financial Resources of the Employer

The Employer has the financial resources to pay a fair and appropriate wage increase. Predicted revenue fluctuations, which I summarized above, justify caution on its part, which I have kept in mind.

7. Arbitrator's Determination on Wages for Bargaining Unit

After taking all of the above factors into account, I have determined that the fair, reasonable, and appropriate wage award for each year of the contract is one that equals 90% of the increase in the CPI-W (June to June). (The parties have used the 90% CPI-W increase in

past contracts). This translates to a 2.1% across-the-board increase for 2006, a 4.1% increase for 2007, and approximately a 3.5% increase for 2008. (Final June 2005-June 2006 CPI-W figures have not yet been released). Although the bargaining unit's pay already ranks relatively high when viewed against comparable jurisdictions, its population is the highest of the comparators, and I pledged to keep that, along with its relatively high assessed valuation, in mind when rendering an award. Increases in the cost of living further support this award. The bargaining unit's already above-average pay does not warrant the much larger increase sought by the Union; this is particularly true at the higher paying classifications and greater longevity levels. Because the comparables' average wage increases were above the CPI changes during 2006 and 2007, the bargaining unit's relative standing will erode slightly during those years with the wage increases awarded here. Nevertheless, 10 to 11-year firefighters will maintain their second-place standing in pay rank. (The gap between second and third place will be smaller, however). Wages at the other classification/longevity levels will continue to rank second, if not first among the comparable fire departments.

B. Technical Rescue Team Specialty Pay

The City maintains a Technical Response Team (TRT), which began training in 2003 and became fully staffed and operational in 2003 or 2004. There are 32 bargaining unit members assigned to the team, with a classification distribution as follows: two captains, one paramedic supervisor, six lieutenants, seven paramedics, eight apparatus drivers and eight firefighters. The entire TRT is assigned to Fire Station No. 8. TRT members receive 56 hours of training for confined space rescue, 64 hours for rope rescue (high and low angle), and 48 hours for trench collapse and rescue. They train to the National Fire Protection Association (NFPA) standards containing three levels, called awareness, operations and technician. TRT members train to the technician level, being the highest. The Union asserted that the ultimate work performed by TRT members can involve high personal risk, and Chief Ron Stephens agreed. According to the

Union's evidence, one of the ongoing duties of the TRT is to give technical rescue classes to new recruits and other firefighters.

Lt. Scott Nicholson (who is a team member and a trainer for the team) testified that the City has had difficulty retaining TRT members. The City has lost 26 of the 32 original team members recruited in at the outset of the team's formation. It is burdensome to be continually training new members, in Nicholson's opinion, and the loss of continuity and dearth of experience of some team members negatively affect team performance.

According to the City, its specialty pay premium practice is generous. By the City's count, which was not disputed, it pays eight different kinds of specialty pay premiums. These include a 5% premium to members of the Haz-Mat team (all of whom are assigned to Station No. 12) and to members of the SCBA (self-contained breathing apparatus) mask repair team (assigned to Station No. 17). The City also pointed out that there has not been a great demand for the TRT's skills. According to the City, it responded to 10 calls in 2004, 12 calls in 2005, and 14 calls in 2006. (This fact, of course, should not denigrate the importance of a potential life saved with even a single call).

The Union proposed that the City pay a 5% specialty premium to TRT members. It presented evidence that some comparators pay a premium for certification in the skills possessed by TRT members, although this skill set sometimes bears a different nomenclature. The parties disputed whether the skill sets were a match. The Union asserted that the technical rescue premium is often the same premium that the comparable jurisdiction pays to its Haz-Mat certified firefighters.

The following table shows what, if anything, comparable fire departments pay for skills that the Union maintains are the equivalent to those possessed by the bargaining unit's TRT members. It also shows that jurisdiction's Haz-Mat premium pay, and comments on some of the evidence of record relative to that jurisdiction.

Jurisdiction	Haz-Mat Pay	TRT or Equivalent Pay, Comments
Bellevue	2% of 1st class firefighter base pay	Current Bellevue agreement states that starting 1/1/05, employees regularly assigned to a truck company will receive a premium of \$75 monthly. According to a Local 31 witness, a Bellevue IAFF executive board member advised him that the duties are the same as the TRT duties. The Union acknowledged this is not clear in the contract.
Central Pierce Fire and Rescue	2.5% of first-class firefighter monthly base pay	2.5% of first-class firefighter monthly base. Union presented job description (Exh. U-43), and maintains it covers the same duties as Tacoma's TRT. City maintains it includes additional training for swift water rescue.
Everett	3% of total firefighter gross monthly pay	Letter of Understanding in CBA, using presumably equivalent Rescue Technician nomenclature. Current (2006-08) and previous (2003-06) CBA substituted up to 40 hours of overtime for off-shift training in lieu of 3% specialty pay. Local 31 witness testified that parties have tentatively agreed on new language restoring the 3% Rescue Technician pay.
Kent	3% of firefighter base monthly salary	No Technical Response Team or equivalent
Spokane	2.5% of senior firefighter base w/o longevity	2.5% of senior firefighter base w/o longevity - TRT nomenclature specifically used,

As the City maintained, the Union bears the burden of proving the appropriateness of adding a new category of premium pay. My predilection is to leave premium pay to the parties' negotiations, a forum that is more suited to fine tuning the division of the compensation "pie," so to speak. The parties' themselves are in a better position than an arbitrator to place a relative value on the specialized skills and training for which special compensation is suited. Thus, my inclination is to award premium pay (of a new kind or an increase in an existing kind) only when the proposing union has shown very substantial comparator support or other compelling basis.

Here, the Union has shown that only two of the five comparators (Spokane and Central Pierce) have a specialty premium for technical rescue duties. In the case of Central Pierce, the duties and training also include swift water rescue. See Exh. U-43. The evidence of record was far from clear as to whether Tacoma TRT members had been trained to the same level as Central Pierce technical rescue team members for swift water rescue. Everett has had rescue technician

premium pay in the past, but both the current and previous labor agreements have suspended that pay in favor of up to 40 hours of overtime to pursue additional training. According to a Union witness, Everett will be resuming the 3% Rescue Technician pay in 2008, which means (although the witness did not so state), that the parties are effectively reopening their collective bargaining agreement. According to the witness, who spoke with an Everett union official, the parties have reached a tentative agreement (TA) on the subject. The Union did not present a written copy of the TA'd document or first-hand testimony from a city or union official in Everett to verify this alleged fact. I require more than that when it comes to such an important topic. Regarding the Bellevue firefighters, the Union maintains that the \$75 monthly ladder (or truck) company pay mentioned in their collective bargaining agreement is actually for rescue technician duties similar to those performed by Tacoma's TRT. It did not present, however, a job description or other substantial evidence that supports this assertion. Its sole evidence was a brief conversation on the subject between a Local 31 officer and a member of the Bellevue local's executive board who related that the ladder company performs technical rescue duties. In addition to having reliability concerns with hearsay evidence, I also note that the Union did not produce any evidence showing whether the Bellevue ladder company's technical rescue duties involve the same training and skill levels as the Tacoma TRT possesses.

In my view, the comparable department practice and pay does not justify the Union's demand for a new TRT premium. I also note that even if there were comparator support, it would not support a 5% premium. The Union's own evidence, viewed in the most favorable light possible, shows that the average comparator specialty pay premium to be in the range of 2% to 2.5%. Accordingly, the Union's proposal for Technical Rescue Team specialty pay is denied.

VII. FINAL AWARD OF THE ARBITRATOR

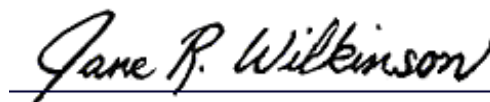
A. Wages

The undersigned Arbitrator awards the bargaining unit an across-the-board wage increase equal to 90% of the change in the previous June-to-June CPI-W index (Seattle-Tacoma-Bremerton), published by the Bureau of Labor Statistics, for each year of the parties 2006-2008 Collective Bargaining Agreement. Thus, the award is 2.1% for 2006 and 4.1% for 2007. June 2006 to June 2007 CPI-W data is not yet available; therefore an exact figure cannot be given for 2008. The Arbitrator projects that figure (i.e., 90% of the CPI-W increase) to be in the vicinity of 3.5%, however. The 2006 and 2007 increases shall be retroactive to January 1 of those years.

B. Technical Rescue Team Premium Pay

The Arbitrator denies the Union's request for specialty pay that would attach to membership in the Tacoma Fire Department's Technical Rescue Team.

Date: July 22, 2007



Jane R. Wilkinson
Labor Arbitrator