

Interest Arbitration: Why Contract Outcomes can be Different for Uniformed and Other Qualifying Employees

Employees going through the collective bargaining process may look through other contracts with the same public employer and have a thought like this:

“Hey, why did the firefighters or police get more than we got?”

Sometimes that above situation is a result of interest arbitration. In this kind of arbitration, the arbitrator, instead of interpreting and applying the terms of an agreement to decide a grievance, determines what provisions the parties will have in their collective bargaining agreement.

“It’s the collective bargaining equivalent to ‘hero worship,’” according to Local 17 Union Representative Rene Jankiewicz. “Many years ago, the State of Washington legislated that uniformed personnel would qualify for a different process of collective bargaining than other employees.”

Jankiewicz further explained that for uniformed employees, collective bargaining goes something like this. The employer and union sides get together and exchange proposals. They bargain in good faith (or not) and if eventually they do not reach agreement, they go to mediation. If the mediator is unable to get the parties to reach agreement, the mediator certifies the issues that will be forwarded for interest arbitration. The arbitrator ultimately decides what the provisions of the contract will be.

In contrast, for non-uniformed employees (and some others, see box right), it most likely happens like this. The employer and union get together and exchange proposals. If it is not going well— i.e. maybe the employer doesn’t bargain in good faith and Unfair Labor Practice (ULP) charges are filed or maybe the union eventually takes actions up to a strike—there is no mediator who can impose a settlement to preserve the peace.

However, sometimes interest arbitration is possible for non-uniformed employees. It can be collectively bargained. For example, if the employer and union agree, interest arbitration can become a contractual process through any collective bargaining agreement. In most cases, employers are extremely reluctant to agree to allow an outside party to ultimately control the outcome of bargaining. Interest arbitration is not the answer for every



Who Qualifies for Interest Arbitration?

These definitions only apply to unionized employees and have recently been expanded to include other types of employees (see last paragraph).

(a) Law enforcement officers as defined in RCW 41.26.030 employed by the governing body of any city or town with a population of two thousand five hundred or more and law enforcement officers employed by the governing body of any county with a population of ten thousand or more;

(b) correctional employees who are uniformed and non-uniformed, commissioned and noncommissioned security personnel employed in a jail as defined in RCW 70.48.020(5), by a county with a population of seventy thousand or more, and who are trained for and charged with the responsibility of controlling and maintaining custody of inmates in the jail and safeguarding inmates from other inmates;

(c) general authority Washington peace officers as defined in RCW 10.93.020 employed by a port district in a county with a population of one million or more;

(d) security forces established under RCW 43.52.520;

(e) fire fighters as that term is defined in RCW 41.26.030;

(f) employees of a port district in a county with a population of one million or more whose duties include crash fire rescue or other fire fighting duties;

(g) employees of fire departments of public employers who dispatch exclusively either fire or emergency medical services, or both; or

(h) employees in the several classes of advanced life support technicians, as defined in RCW 18.71.200, who are employed by a public employer.

Expanded provisions:

Interest Arbitration has now moved beyond the categories listed above for workers in the State of Washington. Legislation has been enacted in recent years to authorize interest arbitration for all transit workers, home health care workers and child care workers. There is legislation pending that, if enacted, would also afford this benefit to adult home care providers.

process breakdown that occurs in bargaining.

After all, there are times when arbitrators have issued awards that the union and management are both unhappy with. The time tested methods that unionized workers everywhere have employed—such as working to rule, actions in and outside of workplaces, and ultimately withholding labor—can be just as effective as having an arbitrator tell you what your settlement is going to look like.