

**Wenatchee Police Guild
And
City of Wenatchee
Interest Arbitration
Arbitrator: Robert A. Sutermeister
Date Issued: 04/13/1978**

**Arbitrator: Sutermeister; Robert A.
Case #: 01316-I-78-00047
Employer: City of Wenatchee
Union: Wenatchee Police Guild
Date Issued: 04/13/1978**

**INTEREST ARBITRATION
CITY OF WENATCHEE
AND
WENATCHEE POLICE GUILD**

For the City:

**Otto G. Klein III
Perkins, Coie, Stone, Olsen & Williams
1900 Washington Building
Seattle, Washington 98101**

For the Guild:

**Dan Breda
Wenatchee Police Department
P.O. Box 519
Wenatchee, Washington 98801**

Members of the Arbitration panel:

**Clair Tribble
Kyle Younker
R.A. Sutermeister, Chairman**

Background

_____ The parties had a signed collective bargaining agreement in effect from January 1974 to December 1976. They negotiated regarding an agreement to cover the periods January 1, 1977 to September 30, 1977 and followed most of its provisions although this agreement was not signed by the parties. A section not followed was one calling for binding arbitration of grievance which were not settle in the first three steps of the grievance procedure.

The parties negotiated regarding an agreement for the period commencing January 1, 1978 but reached an impasse in their negotiations and resorted to mediation and fact finding. The fact finders' recommendations on several issues were not adopted. In accordance with the State of Washington Laws on Public Employees Collective Bargaining, RCW 41.56.450 the matter is before an arbitra-

tion panel for a written determination of the dispute.

The public Relations Employment Commission has determined that one of the unsettled issues, relating to minimum manning, is a matter for determination by the Commission and is not properly before the arbitration panel.

Issues

The other issues which remain in arbitration are as follows:

1. Salaries
2. Medical-dental benefits
3. Longevity
4. Grievance and arbitration
5. Contract duration
6. Overtime

Pertinent Provision of RCW 41.56

41.56.030 Definitions. As used in this chapter:

- (4) "Collective Bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable time, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on . . .

41.56.430 Uniformed Personnel - Legislative Declaration:

The intent and purpose . . . 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 . . .

41.56.460 Uniformed Personnel - 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 and statutory

- (a) The constitutional and statutory authority of the employer
- (b) Stipulations of the parties
- (c) Comparison of the wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours, and conditions of employment of uniformed personnel of cities

and counties respectively of similar size on the west coast of the United States.

- (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
- (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
- (g) Findings of fact made by the fact-finder . . .

41.56.950 Retroactive date in collective bargaining agreements allowable, when. Whenever a collective bargaining agreement between a public employer and a bargaining representative is concluded after the termination date of the previous collective bargaining agreement between the same parties, the effective date of such collective bargaining agreement may be the day after the termination date of the previous collective bargaining agreement and all benefits included in the new collective bargaining agreement including wage increases may accrue beginning with such effective date as established by this section.

The Panel's Approach

Both parties agree that they have a mutual interest in good salaries and working conditions for members of the Police Guild. The panel, of course, concurs in this overall objective.

The panel recognizes that the city officers have the responsibility for running the city; keeping it in good financial condition; balancing the interests of citizens, business, and city employees; and balancing the interests of various employee groups. We feel the arbitration panel must be very careful so that it does not usurp the responsibilities of the city officials and at the same time deals fairly with the members of the Guild.

The fact finding board, whose chairman was chosen by the Guild and which had a representative from the Guild as well, has made what appear to us to be reasonable recommendations for settlement. To change their recommendations we would need to be convinced that they are unfair to the City or to the Guild, or that the conditions on which those recommendations were based have altered sufficiently to warrant changes.

Salaries

The parties submitted a number of exhibits giving salary comparisons. As Mr. Breda stated at the hearing, "the methods of calculation differ and the results differ." RCW 41.56.460 (f) refers to comparisons with cities of similar size on the west coast of the United States.

City Exhibit 5 included only cities east of the Cascades. Though the

smallest city (Moses Lake) has a population about 7,000 less than Wenatchee's, the largest cities (Yakima and Richland) have populations of 29,000 and 11,000 greater than Wenatchee, respectively. Can these be considered cities of similar size? Many questions are raised by the statistics and calculations presented, questions which perhaps the parties will be addressing in future negotiations. Should statistics for comparison with Wenatchee include cities:

- (1) Only in Washington and only east of the Cascades (as in City 5)?
- (2) Only in Washington, but both east and west of the Cascades (as in City Exhibit 9)?
- (3) Only in Washington but predominantly west of the Cascades (as in Guild Exhibit 6)?
- (4) In other states on the west coast besides Washington? (No data presented at the hearing.)
- (5) Reflecting only base pay; or total pay and benefit package (as in City Exhibit 5)? The arbitration panel believes that total pay and benefit package is the more appropriate basis for comparison, but is not sure that the cities selected in City Exhibit 5 are the proper cities for comparisons.

Until the parties resolve these questions, the arbitration panel feels the statistical comparisons are inconclusive.

Turning to the consumers' price index, City Exhibit 10 indicates that the national index rose 6.6% from January 1977 to January 1978; the Seattle index rose 8.7% from November 1976 to November 1977; and the new BLS index for Seattle is estimated to have risen 7.9% from January 1977 to January 1978. The Guild has requested over a 20% increase in salaries. The City offered 8.2% including medical and dental benefits. The fact finding board recommended 10.8% including salaries and medical-dental benefits.

The arbitration panel agrees with the recommendation of the fact finding board on salaries. Below, under "Contract Duration," we provide for a reopening of the agreement each year for negotiations on salaries. Negotiations for 1979 salaries can be started now. Hopefully the parties will reach some sort of agreement on what cities "of similar size" should be relied upon for comparison purposes. Certainly the parties will have more information on developments regarding the proposed Community Convention Center and any effect this may have on the city's ability to increase salaries. The Guild will not be locked into the 10.8% increase beyond the year 1978 but will have an opportunity to seek further adjustments for 1979 and 1980.

The salary increase should be retroactive to January 1, 1978. Such retroactivity seems to be permissible under RCW 41.56.950, but the Guild should sign a "hold harmless" agreement with the City providing for reimbursement of the retroactive pay if such pay is ruled illegal.

Medical-Dental Benefits

The arbitration panel is in basic agreement with the fact finding board on their recommendation for family medical benefits and for dental benefits.

However, since it appears that it will be at least May 1, 1978 before these benefits can be provided, the City should pay benefits for the remaining eight months of 1978 at the level scheduled for 1979. Thus the schedule recommended by the fact finding board would be altered as follows:

1978	\$35 toward family medical benefits (for remaining months of 1978)
	13 toward dental benefits (for remaining months of 1978)
1979	35 toward family medical benefits
	13 toward dental benefits
1980	45 toward family medical benefits
	18 toward dental benefits

These amounts are in addition to the 100% medical coverage already provided for police officers at a cost per officer of \$30 per month.

Longevity Pay

The unsigned agreement covering January 1, 1977 to December 31, 1977 provides that after five years of service, an employee receive longevity pay of 2% a month; and that every two years thereafter, an additional 1% per month be added up to a maximum of 9%.

The Guild wishes to continue the present arrangement. The city proposes that after five years of service, \$1 per month of longevity pay be added each year. The fact finding board recommended that after five years of service, \$3 per month be added each year until longevity pay reached a maximum of \$60.

It appears to the arbitration panel that (1) Wenatchee's present method of computing longevity pay differs from that of most other cities; (2) the purpose of longevity pay is to reward employees for staying on the job; and (3) an employee who has been promoted receives a higher base salary, but should not also receive higher longevity pay than officers at a lower salary. Thus we feel that the board's recommendation is reasonable. Each employee, after five years of service, should be paid \$3 per month additional for each year of service up to a maximum of \$60 per month.

Grievance and Arbitration

The parties have not followed the grievance-arbitration provision in the unsigned 1977 Agreement. The Guild feels the 1977 agreement is a valid contract even though it was not signed, and that the City should abide by the grievance-arbitration clause therein which calls for final and binding arbitration as the final step in the grievance procedure.

However, RCW 41.56.030 defines collective bargaining, among other things, as executing a written agreement. Webster's New Collegiate Dictionary defines "execute" as "to perform what is required to give validity to (a deed, will, etc.) as by signing, sealing, delivering." The arbitration panel concludes that the 1977 Agreement, being unsigned, was not a valid agreement and that the provisions for binding arbitration therein are not enforceable.

Aside from the legal aspects of the 1977 Agreement, we appreciate the

Guild's desire to have final and binding arbitration, but are persuaded that the present system is working satisfactorily and that there appears to be no need for binding arbitration at this period in the relationship between the parties.

Thus we support the fact finding board's recommendation that Article 15 in the "Tentative Proposal" (Jt. Exhibit 4) remain as it is.

Contract Duration

We agree with all three members of the fact finding board that (1) the effective date of contract should be January 1, 1978; (2) that the agreement should continue through years 1978, 1979, and 1980 and (3) that it be reopened each year for negotiations on salaries. This seems to have the advantage that contract duration will be consist the contracts for other unions.

Overtime

The 1974-1976 agreement and the 1977 (unsigned) agreement define "Regular hourly rate" as including the base rate of pay plus longevity factor plus education factor, and "Overtime" as 11/2 times to regular hourly rate."

The City wishes to define "Regular hourly rate" as base rate of pay only. Thus overtime would be 11/2 time base bay, excluding longevity and education.

All members of the fact finding were basically in agreement with the fact finding recommendation that longevity and education increments be continued as components of "Regular hourly rate" and the arbitration panel agrees with this recommendation.

April 13, 1978

Agree

Kyle Younker
R.A. Sutermeister

Disagree

Clair Tribble

CONCLUSIONS AND RECOMMENDATIONS OF FACT- FINDING BOARD CITY OF WENATCHEE, WASHINGTON - WENATCHEE POLICE GUILD

Fact Finding Board Members:

**Robin R. Gaukroger, Chairperson
James B. Drewelow, City Representative
Daniel Breda, Police Guild Representative**

**CONCLUSIONS AND RECOMMENDATIONS
OF FACT FINDING BOARD
CITY OF WENATCHEE, WASHINGTON - WENATCHEE POLICE GUILD**

The Fact Finding Board met on Wednesday, December 21, 1977, for its final meeting to establish its conclusions and proposals concerning the 1978 contract between the City of Wenatchee and the Wenatchee Police Guild. The Board's proposals and recommendations have been broken down into an article by article treatment of the 23 article proposed contract which resulted from the negotiations conducted between the City of Wenatchee and the Wenatchee Police Guild. This proposed contract was dated in August of 1977 and was submitted to the Fact Finding Board at its second meeting.

Article 1. - "Agreement" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 1.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 2. - "Recognition" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 2.

**City Representative James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 3. - "Non-Discrimination" Following the presentation of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 3.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 4. "Use of City Facilities" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 4.

City Representative - James B. Drewelow Comments:

Agreed.

Police Guild Representative - Daniel Breda - Comments:

Article 5. "Duration, Salaries and Salary Negotiation Procedures" It was the determination of the Board that if the Board's proposals are accepted, the effective date of this contract should be January 1, 1978. In the event that the Board's proposals are not accepted by either party, then it is the Board's feeling that the effective date of the contract should be determined by the arbitrators.

It was the Board's position that the contract should be effective for a three year period but that in regard to the percent increase of base salary for the years 1979 and 1980, the contract should provide for a wage opener wherein only the issue of the percent increase of base salary would be a negotiable item. The Board's reasoning behind this proposal is that by limiting further negotiations only to the percent increase of the base salary rate, both parties to this contract would be in a position to have settled all other disputes by the initial contract and would thus be in a position to negotiate a reasonable increase in wages for 1979 and 1980 based upon the current inflationary rates and/or consumer price indexes which are currently only speculation. It is the Board's further position that any effort to set an equitable percent increase at this time would be purely speculation and would be an issue over which there appears to be little chance for agreement between the parties. However, by the use of a wage opener position wherein both parties to this contract would be in a position to see the actual inflationary rate over the year 1977, as well as have the opportunity to view the percent wage increases for the cities which have been used for comparison purposes, both parties would be in a position for reasonable, realistic and effective wage negotiations. However, it must be emphasized that it is the position of the Fact Finding Board that by use of a wage opener, it must be strictly limited to the issue of the proposed wage increases for 1979 and thereafter, 1980 and that no other issue could be considered negotiable.

City Representative - James B. Drewelow - Comments:

Agreed.

I feel, however, that both parties would benefit by establishing at the present time an established percentage increase of base salary for the years 1979 & 1980, or using the Consumer Price Index for cost of living increases in 1979 & 1980. It is evident to me that both parties have expended considerable time and effort in attempting to negotiate a new contract and by opening a 3-year contract for negotiation in 1979 & 1980 on base salary or cost of

living increases, will only add to the expense and time for both parties in the years 1979 & 1980.

Police Guild Representative - Daniel Breda - Comments:

Article 6. - "Modifications in Salary Schedule" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 6.

City Representative - James B. Drewelow - Comments:
Agreed.

Police Guild Representative - Daniel Breda - Comments:

Article 7. - "Hours of Work, Overtime and Definitions"
The only issue of disagreement which was presented before the Board was the issue of Article 7, Paragraph 2(b) - regularly hourly rate. In regard to this issue, it is the opinion of the Board that the definition of regularly hourly rate should be: regularly hourly rate is to be defined as base pay, longevity and education incentive. However, it must be noted that in the Board's proposed definition of regularly hourly rate, it is the Board's position that the method of calculating the longevity pay be changed from that system used in the 1977 contract to the system proposed by the Board, wherein longevity would be based upon a rate of \$3.00 per year for each year after a minimum of five years and would have a maximum of 20 years or \$60.00 as the upper end of the longevity payscale.

It was the opinion of the Board that the proposed definition of regularly hourly rate, with the included modification in the means of calculating longevity pay, would provide a realistic and workable definition for overtime pay purposes as well as all other instances when the definition would come into play.

City Representative - James B. Drewelow Comments:
Agreed.

I agree with the proposed recommendation. My personal feeling, however, is that overtime pay should be based only upon base pay and not upon base pay, longevity and education incentive pay. I view education pay as an incentive for police officers to continue their higher education as well as a reward for those who do. I view longevity pay as a reward for those officers who have stuck with the job for the required number of years. I do not feel that an officer who must work a few hours of overtime should be paid more for his overtime work because he has a college degree or has been on the force longer than an officer of equal rank who

does not have as many years on the force or equal education.

Police Guild Representative - Daniel Breda - Comments:

Article 8. - "Longevity" It was the opinion of the Board that the means by which longevity pay was calculated should be changed from the system set forth in the 1977 contract and should be calculated upon the following guidelines.

After completion of five (5) years service, \$3.00 should be allowed per year for longevity pay. Longevity pay would continue to accrue until an officer had reached 20 years of service or \$60.00 per month longevity pay, which would be the top limit allowed for longevity pay.

It was the opinion of the Board that by redefining the means by which longevity pay is determined, the City of Wenatchee would be using a similar system to those used in the cities with which the Wenatchee Police pay rates are compared. It is also the opinion of the Board that by setting a fixed dollar amount on longevity pay, the system would not discriminate against long service police officers who had been unable to advance in rank because of the limited opportunities for rank advancement within the current Wenatchee Police Department. Thus, longevity pay would work as an incentive to all officers to remain on the police force without giving unwarranted additional compensation for those few who are able to advance to the higher ranks.

City Representative - James B. Drewelow - Comments:
Agreed.

Police Guild Representative Daniel Breda - Comments:

Article 9. - "Clothing Allowed" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 9.

City Representative - James B. Drewelow - Comments:
Agreed.

Police Guild Representative - Daniel Breda - Comments:

Article 10. - "Health and Welfare" It is the opinion of the Board that in regard to the issues of medical insurance and dental insurance, the City of Wenatchee should provide as follows:

Medical Insurance: That the City of Wenatchee should pay the sum of \$25.00 for medical insurance on behalf of each officer for the year 1978 and the sum of \$35.00 for the year of 1979 and the sum of \$45.00 for the year 1980.

Dental Insurance: That the City of Wenatchee should pay on behalf of each officer the sum of \$8.00 for the year 1978, and the sum of \$13.00 for the year 1979 and the sum of \$18.00 for the year 1980.

It is the opinion of the Board that the current life insurance program as provided by the City for all members of the Police Guild is acceptable and this fact was not challenged by the Police Guild's representative. However, in regard to medical and dental insurance, it is the opinion of the Board that these two items are necessary benefits which the City should provide on behalf of the Wenatchee Police Guild and that these benefits are overdue. Therefore, in an effort to provide substantial current benefits for the Wenatchee Police Officers, it is the opinion of the Board that the City of Wenatchee should provide the above stated funds wherein at the end of the three year contractual term, the City will be very close to providing full medical and dental coverage for the Police officers. It is the opinion of the Board that upon the expiration of this contract in 1980, the City of Wenatchee should be providing full medical and dental coverage for the members of the Wenatchee Police Guild and that the proposed payment schedule of the Board provides a means by which the officers will receive an immediate benefit while at the same time allow the City of Wenatchee to phase in full coverage over the three year term.

City Representative - James B. Drewelow - Comments:

Agreed. I agree with the Board's recommendations: My comments relate to clarification and my understanding of the recommendation. First, it should be made clear that the City is presently paying 100 percent of each officer's medical coverage. The recommendation of the Board would not change the medical benefits received by the officers at the present time. The recommendation of the Board relates to dollar contributions by the City for DEPENDANT medical coverage and both employee and dependant dental coverage.

The Board's recommendation, therefore, is that the City would continue to pay 100 percent of the officer's medical insurance, plus pay to an insurance carrier \$25.00 per month towards dependant medical coverage in 1978, \$35.00 per month in 1979, and \$45.00 per month in 1980.

Additionally, the City would pay \$8.00 per month to an insurance carrier for both officer and dependant dental coverage in 1978, \$13.00 per month in 1979, and \$18.00 per month in 1980.

Police Guild Representative - Daniel Breda - Comments:

Article 11. - "Uniform Cleaning" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 11.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 12. - "Vacations, Sick Leave, Holidays, Military Leave, Civil Leave" It is the opinion of the Board that Article 12 should read as follows:

"Ordinance No. 1658 as amended by Ordinance 1980 be, and the same is hereby incorporated into this Agreement, or as said ordinances may be hereinafter amended."

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 13. - "Negotiations Leave" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 13.

**City Representative - James B. Drewelow- Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 14. - "Insurance" It is the proposal of the Board that the proposed provision is acceptable with the following changes to the language:

"The City shall provide during the term of this agreement, insurance and/or indemnification agreement covering all commissioned officers of the Wenatchee Police force which insurance and/or indemnification agreement shall cover the following areas.

It is the Board's opinion that the language as above stated with the balance of the current Article 14 be acceptable to both parties.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 15. - "Grievances" It is the opinion of the Board that if all the terms of this agreement have been accepted by both parties with the exception of Article 15, then Article 15 should remain as written. The issue presented to the Board was that the Police Guild had requested the inclusion of an arbitration clause as provided under RCW 41.56.122. The City's position was that the article should remain as written.

Therefore, if all other proposals that the Board has suggested have been accepted with the exception of Article 15, then it is the Board's opinion that Article 15 should remain as written without change.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 16. - "Management Clause" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 16.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 17. - "Performance of Duty" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 17.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 18. - "Education Incentive" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 17.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 19. - "Salary Scale" It is the opinion of the board that the 1978 contract and the salary scale provision should be

as set forth in the City's proposed salary schedule for the Police Department which was submitted on December 16, 1977 to the Board and marked City's Exhibit #10.

The Board would recommend the adoption of the salary schedule as proposed by the City with the following additions to that schedule:

1. That the family medical be increased from \$20.00 to \$25.00 for the year 1978, and that there be a provision wherein there would be an additional \$10.00 increase for the year 1979 following by an additional \$10.00 increase for the year 1980.

2. The Board would further propose that an additional benefit be provided and labeled dental insurance and that for the year 1978, the benefit would be \$8.00 with an additional \$5.00 for 1979 and an additional \$5.00 for 1980.

Finally, it is the opinion of the Board that a \$12.00 pay adjustment should be made for Sgt. Hoover to bring his salary to an acceptable level. This \$12.00 addition was proposed by the City and has been accepted by the Board as being fair and equitable in this specific situation.

It is the opinion of the Board that the salary proposals as set forth in the Board's proposal will provide a reasonable increase in salary and benefits for the Wenatchee Police Guild while also being within the acceptable limits of the City of Wenatchee. It has been the position of the Board that medical and dental benefits are long overdue on behalf of the Wenatchee Police Guild and that these are major considerations to be given in any salary proposal by the City. It is the further position of the Board that although the proposed salary increases are greater than those offered by the City and less than those requested by the Police Guild, the Board's recommendations are reasonable and realistic when viewed in terms of the current cost of living increases, which include escalating medical and dental costs, while at the same time taking into consideration the financial difficulties which the City of Wenatchee is currently facing and will be facing for the next few years. The Board believes that the medical and dental proposals set forth herein provide the means to allow the officers to receive the critical medical and dental benefits which they are currently lacking while at the same time providing the City with a three year period within which to make budgetary adjustments for the inclusion of these medical and dental benefits. It should be mentioned that the majority of the Board believes that the medical and dental benefits are critical factors in the contract negotiations and are long overdue based upon the escalating rate of medical and dental services over the past few years. Therefore, the Board has chosen to view the medical and dental benefits as being more important than any additional increases in salary which the Police Guild has requested.

City Representative James B. Drewelow - Comments:

Agreed.

It should be noted that the recommendation of the Board results in an overall increase to the Police Guild of 10.8 percent in 1978, 12.1 percent in 1979 and 13.4 percent in 1980. Additionally, the 10.8 percent increase for 1978 includes a base salary increase; however, the 1979 and 1980 base salary increases are left open for negotiation.

Police Guild Representative - Daniel Breda - Comments:

Article 20. - "Shift Differential" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 20.

**City Representative - James B. Drewelow - Comments:
Agreed .**

Police Guild Representative - Daniel Breda - Comments:

Article 21. - "Detective Salary Differential" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 21.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 22. - "Savings Clause" Following the presentations of the Police Guild and the City of Wenatchee, it was determined that all parties agreed to the language of Article 22.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

Article 23. - "Complete Agreement" It is the opinion of the Board that Article 23, Complete Agreement, should remain as written with the addition that if both parties to this agreement concur that any single item should be reopened for negotiation, then such item can be reopened for negotiation. However, if one party does not agree then that decision shall be final and any and all grievance procedures shall not take effect. The intent of the Board for this additional language is simply that if one party says no to the others request to reopen an issue, then the subject is ended and there shall

be no reopening or further negotiations.

**City Representative - James B. Drewelow - Comments:
Agreed.**

Police Guild Representative - Daniel Breda - Comments:

**Respectfully Submitted,
ROBIN R. GAUKROGER, Chairperson**

**Reviewed and approved by:
James B. Drewelow
Daniel Breda**