

**City of Everett
And
Everett Police Officers Association "EPOA" or "The Association"
Interest Arbitration
Arbitrator: John H. Abernathy
Date Issued: 03/05/1981**

**Arbitrator: Abernathy; John H.
Case #: 03159-I-80-00074
Employer: City of Everett
Union: Everett Police Officers Association
Date Issued: 03/05/1981**

**IN THE MATTER OF THE)
INTEREST ARBITRATION)
)
BETWEEN)
)
)
EVERETT POLICE OFFICERS ASSOCIATION)
"EPOA" OR "THE ASSOCIATION")
AND)
)
CITY OF EVERETT, WASHINGTON)
)
"THE CITY") **Interest Arbitration****

**HEARING SITE: Holiday Inn
Everett, Washington**

HEARING DATE: January 2 and 3, 1981

ARBITRATION PANEL:

**Impartial Arbitrator
and
Chairman**

**For the
Association**

For the City

John H. Abernathy

**Michael Campbell
City Attorney**

Bradford N. Cattle

APPEARING FOR THE ASSOCIATION

**Lt. Donald Pratt
Mr. Norm Lecours, President**

APPEARING FOR THE CITY:

**Mr. Lawrence Hannah, Attorney at Law
Mr. Cabot Dow, Labor Relations Consultant
Mr. Larry Foster, Personnel Analyst
Mr. William Cushman, Finance Director**

EXHIBITS

Assn. Exhibit 1	Chart of Comparable Cities
Assn. Exhibit 2	Association Position Statement for Article VII - Wages
Assn. Exhibit 3	Labor Agreement for 1980
Assn. Exhibit 4	Crime Index
Assn. Exhibit 5	Assault on Officers
Assn. Exhibit 6	Memorandum from Mr. Pratt re Failure of Dis patchers to Number Police Responses and Events
Assn. Exhibit 7	Snohomish County Police Services Events Cards
Assn. Exhibit 8	Association Position Statement for Article XI - Hours of Duty
Assn. Exhibit 9	Association Position Statement for Article XII - Holidays
Assn. Exhibit 10	Association Position Statement for Article XVI - Prevailing Rights
Assn. Exhibit 11	Association Position Statement for Article XVII - Management Rights
Assn. Exhibit 12	Association Position Statement for Article XVIII - Overtime and Callback Pay
Assn. Exhibit 13	Association Position Statement for LEOFF II - Insurance Benefits
Assn. Exhibit 14	Association Position Statement for Article XXXII - Compensatory Time
Assn. Exhibit 15	Association Position Statement for Article XXIV - Duration
Assn. Exhibit 16	City Position Statement for Election of Remedies (New Article)
City Exhibit 1	Statement of Mr. Langus

City Exhibit 2	Statement of Mr. Doughty	
City Exhibit 3	Chart of Comparable Cities	
City Exhibit 4	City Position Statement. for Article	VII -
	Salary Schedule	
City Exhibit 5	City Position Statement for Article XI - Hours	
	of Duty	
City Exhibit 6	City Position Statement for Article XII -	
	Holidays	
City Exhibit 7	City Position Statement for Article XVI -	
	Prevailing Rights	
City Exhibit 8	City Position Statement for Article XVII -	
City Exhibit 9	City Position Statement for Article XVIII -	
	Overtime and Callback Pay	
City Exhibit 10	Last Offer of Union in Mediation re	
	Article XVIII - Overtime and	Callback Pay
City Exhibit 11	City Position Statement for Article XXVII-	
	Insurance Benefits	
City Exhibit 12	City Position Statement for Article XXXII-	
	Compensatory Time	
City Exhibit 13	City Position Statement for Article XXXIV	-
	Duration	
City Exhibit 14	City Position Statement re Election of	
	Remedies New Article	

BACKGROUND

Everett, Washington, is a city of approximately 56,000 population located 25 miles north of Seattle at the mouth of Snohomish River on the eastern shore of Puget Sound. The city is approximately 40 square miles in area, is classified as a first class city, and is operated under the mayor-council form of government. The Everett Police Department consists of approximately 95 officers and 22 full-time civilian employees. The Everett Police Officers Association (EPOA) is a private labor organization which serves as the sole bargaining agent for all commissioned members of the Everett Police Department, excluding the Chief of Police and Deputy Chief. The Association represents, therefore, approximately 93 uniformed officers. The parties have had previous labor agreements.

In June, 1980, the city of Everett and the EPOA began negotiations for a successor collective bargaining agreement. After some twelve negotiation meetings and five mediation sessions, the Executive Director of the Public Employment Relations Commission by letter of November 17, 1980, certified that the parties were at impasse and that interest arbitration should proceed as provided in RCW 41.56.450 on the following issues:

Compensation and Salary	Overtime/Callback
Hours of Duty	Insurance
Holidays	Compensatory Time
Prevailing Rights	Duration
Management Rights	Election of Remedies

Consequently, the EPOA chose Michael Campbell to serve as their advocate arbitrator on the arbitration panel and the City chose Mr. Bradford N. Cattle, City Attorney, to serve as the City advocate. Mr. Campbell and Mr. Cattle then chose Mr. John H. Abernathy, neutral arbitrator, to serve as Chairman. In accordance with the procedures set forth in RCW 41.56.450, the arbitration panel established a date, time and place for the hearing and provided reasonable notice thereof to the parties of the dispute. An arbitration hearing was held on January 2, and 3, 1981, at the Holiday Inn, Everett, Washington.

The parties stipulated at the hearing that the arbitration panel was properly constituted and that the statutory time lines for the setting of a meeting had been met or waived. The parties also agreed to the waiving of post hearing briefs. The Association arranged that the hearing be recorded by a court reporter and agreed to be responsible for the cost of transcripts for the panel. The chairman ruled that the hearing would be closed and deliberations would commence upon receipt of the transcript.

At the arbitration hearing each party was given the opportunity to present arguments, evidence and testimony in support of its position and arguments, evidence and testimony in rebuttal of the position of the other party. All witnesses were sworn and subject to cross examination.

At the completion of the arbitration hearing on January 3rd, and receipt of the transcript of the hearing on January 20th, the neutral arbitrator convened the arbitration panel in Seattle, Washington, on January 28, 1981, for the purpose of reviewing the facts, evidence and arguments on each issue.

The report that follows will set forth a preliminary ruling and then, in summary fashion, the positions of the parties, the major arguments on each issue followed by the panel's analysis, findings, and decision.

PRELIMINARY RULING

RCW 41.56.460 requires the arbitration panel, in making its determination, to be mindful of the legislative purpose enumerated in RCW 41.56.430 which is as follows:

"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."

The statute further provides that the alternative means of settling disputes established is interest arbitration. However, in making its determination, the interest arbitration panel is required by RCW 41.56.460 to take into consideration the following factors:

- "(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 preceding; and**
- "(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 . "**

Throughout the course of the hearing, there was considerable

dispute between the City and the Police Officers Association with regard to the selection of cities to be used as comparable cities in comparing of wages, hours and conditions of employment. The Police Officers Association chose to use cities in the Puget Sound area or in the State of Washington generally, while the City used cities in Washington, Oregon and California, arguing that these were cities of similar size on the west coast of the United States. In rebuttal, the Police Officers Association argued that some of the comparative cities chosen by the City of Everett were not coastal cities because they did not appear on coastal waters and consequently did not meet the concept of cities on the west coast of the United States. On the other hand, the City argued that the language of RCW 41.56.460(c) was clear. It requires comparisons with cities of similar size on the west coast of the United States. As the term "west coast of the United States" is normally used, it does not mean that they have to be on the coastal salt waters to be considered a city on the west coast of the United States. The City also objected to the EPOA's choice of cities to be used for comparison purposes because they were not of similar size, ranging in size from 156,000 to 17,200. The EPOA defended its choice of cities as being in the Seattle-Tacoma area covered by the CPI.

After due consideration of the arguments of both parties, this Arbitration Panel ruled that the language of RCW 41.56.460(c) controls in this case and that such language is clear and unambiguous and will be given its ordinary meaning. This language requires comparisons of cities and counties respectively of similar size on the west coast of the United States, and as normally used, the term "west coast of the United States" does not require the strained interpretation of being on coastal waters as the Association so argued, but applies to cities of comparable size in Washington, Oregon, California and Alaska.

The City of Everett utilized the 1980 U.S. Census to identify cities in Washington, Oregon and California that had populations between 20,000 more and 20,000 less than the City of Everett. The range in population, therefore, was between 34,300 and 74,300. This process led to the identification of five Washington cities, three Oregon cities and 52 California cities. To reduce the number of California cities to a manageable size, the City of Everett applied two other selection criteria to the 52 California cities. California cities had to have populations within 5,000 and assessed property valuation within 30% of that of Everett. After these criteria were applied, only six California cities remained in the comparison. Thus, five Washington cities, three Oregon cities and six California cities, or a total of 14 cities were used by the City of

Everett in their comparisons.

The majority of the Arbitration Panel finds the methodology used by the City of Everett to select cities of similar size to be more consistent with statutory requirements. The EPOA argument that only cities in the Seattle-Tacoma CPI area should be used is not required by statute and, in fact, confuses two statutory criteria - comparability and cost of living.

For these reasons the Arbitration Panel finds the 14 cities selected by the City of Everett to be more in accordance with the requirements of RCW 41.56.460(c), namely cities "of similar size on the west coast of the United States." The majority of the Arbitration Panel will, therefore, place greater weight to the comparisons presented by the City in this respect than those presented by the Association.

ISSUES AND POSITIONS OF THE PARTIES ISSUE 1 - COMPENSATION AND SALARIES

The EPOA is seeking a 19.5% increase in the salaries of all Positions in the bargaining unit. The EPOA argued that the May, 1979 to May, 1980 Consumer Price Index for the Seattle-Tacoma area increased by 17.5 percent. Since May, the CPI has increased an additional 3.4%. Based on the CPI increase alone, the EPOA argued its demand for a 19.5% salary increase is reasonable and realistic. Furthermore, the City's last salary offer of 8.5% to EPOA was lower than the 12% the City offered the Everett Fire Department and would further increase the disparity between police and fire department salaries in the City. EPOA also argued on the basis of their selection of cities for comparison the 19.5% increase was justified.

The City has proposed an 8.5% salary increase to be effective January 1, 1981 (the day after the current contract expired - Association Exhibit #3). The City's proposal would generate a minimum of \$117 per month at Step A (Police Officer step) of the salary schedule up to \$201 per month for the Captain rate. Taking into account the movement between steps in the schedule, the City argued, would result in an average increase of 10.35% for the 93 employees in the bargaining unit. This compares favorably with the salaries in effect on January 1, 1981 in the 14 cities in the City's comparable cities.

The City of Everett also argued that the CPI is not a cost of living index; rather it is a measure of changes in the prices of a given market basket of goods over time. Furthermore, the City argued, the CPI overstates the cost of living particularly the housing component (especially the home purchase and home

financing elements). In addition, where the Employer pays a substantial portion of medical-dental insurance, as here, then a substantial portion of the medical component should be factored out of the CPI. The City also argued the CPI does not accurately measure a consumer's substitution of products for those in the market basket, nor the quality improvements that mean the market basket of goods is not truly a fixed market basket. For these reasons, the City argued, the CPI overstates the cost of living by 3 to 6%. Thus, the CPI should not be used to justify a percentage increase in wages for each percentage increase in CPI.

The City also argued that its proposal was fiscally responsible and in the best interests of the taxpayers of the community.

Analysis and Award

The majority of the Arbitration Panel finds that the evidence will not justify the 19.5% wage increase requested by the Association. The City's attack on the validity of the CPI was not refuted by EPOA and the City's comparative salaries approach was afforded greater weight in light of the Panel's preliminary ruling. On the other hand, the majority of the Panel finds the 8.5% direct wage increase offered by the City to be insufficient to allow the City to remain comparable, given the wage settlements for the current year. Therefore, a majority of the Panel awards a direct wage increase of 11% to be applied to the salary schedule in accordance with the City proposal.

ISSUE II - HOURS

The Patrol Officers of the City park their cars at the City Service Center, pick up a police car and drive the police car to City Hall for the beginning of the shift briefing. The reverse procedure is followed when going off shift. This procedure requires approximately 15 minutes per day for some 50 patrol officers, i.e., 7 1/2 minutes at the beginning and end of the shift.

The Association has contended that this 15 minutes should be eliminated or should be paid for at the overtime rate. The City's position is that this time should remain as an unpaid period. The City argued that this change would cost \$40,000 a year.

Analysis

While the Arbitration Panel recognizes that this is an issue that is highly emotional with EPOA members, it is not a benefit that is commonly enjoyed by other police organizations.

The Chairman of the Panel is aware of industries where the employees do not get paid for changing into work clothes, washing up or walking from the employee parking lot to the time clock. These activities are all similar in nature to that being discussed here - getting ready to work. The Association has suggested changing the site of the briefing to that of the City Service Center. That suggestion would perhaps eliminate the problem, but the majority of the Panel does not feel that it was fully discussed by the parties nor is there sufficient evidence to justify awarding this alternative or the EPOA proposal.

Award

The majority of the Panel would award the City's position and deny the EPOA Position.

ISSUE III - HOLIDAYS

Article XII of the current agreement governs holidays as follows:

The following days are designated to be paid holidays for those persons in pay status on the day before and the day after the holiday:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas	December 25
One Floating Holiday	At employee's choice subject to concurrence with employer.

An employee who is required to work one of the foregoing holidays shall be paid in addition to his regular pay for that day, an additional hour's pay for each hour worked on said holiday. The hourly rate will be determined by dividing the annual rate by 2080 hours.

When a holiday falls on a regularly scheduled day off,

a compensatory day off will be provided in a manner consistent with the Fair Labor Standards Act of 1974. A regularly scheduled day off is defined as those days not covered in a regularly scheduled work week.

The position of EPOA is that instead of receiving time off for holidays, they should be paid for them. That is, there should be payout for holidays at the rate of 1/25th of the annual salary for all members of the bargaining unit. EPOA argued that such a practice would be consistent with what the City is doing in the Everett Fire Department.

The Position of the City is that the EPOA proposal is a radical change in holiday pay that was made in the waning hours of mediation and that was never fully discussed or negotiated. The current holiday provision cost the City \$46,152 in 1980. If the Association's proposal was implemented, holiday costs would increase by 38.9% to \$64,105 based on 1980 salary rates. The increase would, of course, be higher because it would be tied to 1981 salaries. The City argued that no other City in the state has a holiday payout for police. The City argued that the current holiday compensation arrangement compares favorably with other cities and should not be changed.

Analysis

The Panel finds that the existing number of holidays to be comparable. The dispute really involves the administration of holidays.

The majority of the Arbitration Panel held that the moving party has the burden of proof. That is, EPOA had the responsibility of proving to the Panel that the current contractual provisions governing Holidays created a problem that required changing and that the change proposed would, in fact, correct the problem. The majority of the Panel finds the evidence submitted by EPOA to be deficient on both counts.

Award

The majority of the Arbitration Panel denies the EPOA's proposal and awards that the language of the previous contract be continued in the future agreement between the parties.

ISSUE IV - PREVAILING RIGHTS

The present contract includes a clause that says:

"The rights and privileges prevailing at the present time which are not mentioned

or included in this agreement shall remain in force, unchanged and unaffected in any manner by this agreement."

It is the City's Position that this language should be either deleted or made specific and administerable. The City argued that this clause causes the City to commit to maintaining unnamed rights and privileges. The City argued that if the Association has definable rights and privileges that it wants memorialized in the agreement, it could negotiate those into the labor agreement. Under current language, the City argued, this clause is like a bomb that's going to go off sooner or later. The City also argued that this language is vague and ambiguous.

The Association's Position is to retain this clause in any successor agreement. The EPOA argued that this clause had been discussed during the past two negotiations but no specific problems had been identified. Half of the cities in the comparable cities used by the City of Everett have such clauses.

Analysis

Provisions of this type are usually sought in the first negotiations between the parties because first contracts tend to be short documents and such provisions provide protection against the elimination of benefits. The continuation of such provisions beyond the first few contracts often creates operational and management problems, particularly when changes in management and operations are contemplated. The parties have had at least two previous contracts.

Award

The majority of the Arbitration Panel finds this statement of prevailing rights to be broad and vague and a source of potential problems. Therefore, the majority of the Panel would award the City's proposal for the elimination of this language from any successor agreements.

ISSUE V - MANAGEMENT RIGHTS

The present contract contains what is known as a "general" management rights clause as follows:

"Any and all rights concerned with the (sic) management and operation of the Police Department are exclusively that of the City unless otherwise provided by the terms of this agreement. The City has the authority to adopt

rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this agreement or with applicable law.

The City has proposed a larger "specific" clause that lists some 18 areas of management rights. The Association proposed to retain current language.

Analysis

Expanded management rights clauses as proposed by the City are commonly found in collective bargaining agreements. It is one of the few "management" clauses in labor agreements. The dispute in this case is not whether the collective bargaining agreement should contain a management rights clause -- it does. The dispute is over the form - expanded or shortened. Management has expressed dissatisfaction with the shortened form and preference for the expanded form. Even by the evidence submitted by EPOA, about half of the contracts that EPOA surveyed had one form, and half the other.

Award

The majority of the Panel awards the City's management rights clause.

ISSUE VI - OVERTIME/CALLBACK

Bargaining unit members presently get minimum callback pay only for attending court - 2 hours of overtime pay for court appearances on duty days and 4 hours of overtime for court appearances on non-duty days. The Association wants a guarantee of four (4) hours of inconvenience pay for any callback from scheduled time off, plus the overtime rate for the time actually worked.

The City objected to the Panel's hearing this Association position as being a change in the position taken in bargaining and as bad faith bargaining. The Panel denied this objection. The City then argued that this proposal was costly and not comparable to that found in other cities.

Analysis

The majority of the Panel does not find the evidence sufficient to justify this Association proposal. When found in the private sector, callback guarantees are usually either the callback guarantee or pay for time actually worked, whichever is greater, but not both.

Award

The majority of the Panel would deny the Association's Position.

ISSUE VII - INSURANCE

Article XXVII of the current agreement provides that:

The City agrees to sponsor and administer a disability insurance program through Standard Insurance Company for all LEOFF II members. Premiums for this coverage will be the responsibility of LEOFF II officers with the requirement that all LEOFF II officers participate.

The issue in dispute is the long term disability program for the 13 LEOFF officers currently in the department. EPOA wants long term disability coverage equal to that provided for LEOFF I officers. The City proposes no change.

Analysis

LEOFF II officers are those employed after October, 1977. Thus, while there are only 13 such officers in the department now and the Association figures the current cost of their proposal at \$18.70 per LEOFF II officer per month or \$3907.20 per year, future costs cannot be calculated. The Panel notes that all present and future hires are LEOFF II officers. Consequently, future costs cannot be determined. Because of this uncertainty, the majority of the Panel rejects the Association's proposal.

Award

Continue present contract language.

ISSUE VIII - COMPENSATORY TIME

Existing contract language is as follows:

An employee, subject to the approval of the Chief of Police, may receive compensable time off in lieu of overtime pay at the rate of one hour and one-half for each hour worked.

On January 10, 1979, the Chief of Police issued a directive saying that by January 1, 1980, all officers were prohibited

from accumulating more than 40 hours of compensatory time without the approval of the Chief of Police. This 40 hour lid was subsequently raised to 60 hours. The Association's fear that officers may lose compensatory time hours over the 60 maximum allowed led them to propose the following:

An officer has the option of receiving compensable time off in lieu of overtime pay at the rate of one-hour and one-half for each hour worked. There will be no limit on the amount of compensatory time an employee may accumulate. Compensatory time shall be repaid at a time mutually convenient between the Police Department and the employee.

The City has proposed to continue present contract language and the continue of the 60 hour maximum accumulation established by the Police Chief. The City argued that the present contract language allowed employees to choose between overtime pay and compensatory time off at overtime equivalents. This choice permits the accumulation of an unfunded liability that must be controlled. The 60-hour maximum is a control device that is necessary and comparable.

Analysis and Award

The majority of the Panel recognizes both the employees' fears and management's need to manage. The 60-hour maximum accumulation for compensatory time is both necessary and competitive. Unlimited accumulation of compensatory time would not only create a large unfunded liability, but also would serve to make future scheduling difficult. The evidence is insufficient to justify unlimited accumulation. The City's proposal does not address the problem of accumulation of hours over the maximum. Consequently, the majority of the Panel would award:

- 1. the continuation of current language; and**
- 2. the addition of the following:**

The maximum accumulation of compensatory time is 60 hours. Compensatory time earned over the maximum must be taken within 30 days of the time it was earned or it will be paid out at the overtime rate at the pay period immediately follow-

ing this 30-day period.

ISSUE IX - DURATION

The Association has proposed three alternatives, namely:

- a one year agreement;**
- or a two year agreement with a full CPI wage increase the first year and parity with the Everett Fire Department the second year;**
- or a two year agreement with parity with the Everett Fire Department the first year and full CPI increase the second year.**

The City has proposed a two year agreement with a wage reopener for the second year of the agreement. The City objected to EPOA options two and three on the grounds that they had never been advanced in bargaining and represents, in the City's opinion, bad faith bargaining.

Analysis

Both parties recognized by statements at the hearing that if a one-year agreement were awarded by the Arbitration Panel, the parties would be back in full scale negotiations within four months of the arbitration award. Neither party expressed opposition to the principle of a two year agreement; thus the dispute was to the form of wages in the second year - open for negotiations or closed.

Award

The majority of the Arbitration Panel awards a two year contract with wages in the second year being determined as follows:

Wages to be based on the percentage increase in the Seattle, Washington, Consumer Price Index for all urban consumers for the period May, 1980 to May, 1981 applied as follows:

For each percentage increase in this index in the period up to 8% in equal increase in wages;

for each increase in this index between 8.01% and 12%, an increase in wages of .75% for each 1% increase in the index; and

for each increase from 12.1% to 16% in the index, a .5% increase in salary to a maximum salary increase of 13.2%.

ARTICLE X - ELECTION OF REMEDIES

There is no provision in the current contract governing this matter. The City has proposed adding the following provision to a successor agreement:

Election of Remedies. The following limitations shall be applicable to this agreement. In the event an employee elects to file a Civil Service appeal concerning his or her employment status or working conditions, no grievance under this agreement by or on behalf of the employee shall be filed or pursued to the extent the subject matter of the Civil Service appeal overlaps with any actual or potential grievance under this agreement.

The Association opposed this additional provision on the grounds that it denies due process rights to police officers, limits choices of appeal routes and would open the possibility that the Association would be liable to suit by members for violating the duty of fair representation.

The City argued that there is no constitutional or statutory right to grievance arbitration, rather it is a creation of the parties through collective bargaining.

Analysis

The majority of the Panel does not find the evidence to be sufficient to justify the addition of this provision.

Award

The City's proposal is denied.

IN THE MATTER OF THE)	AWARD
)	
INTEREST ARBITRATION)	OF
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BETWEEN)	ARBITRATION PANEL

EVERETT POLICE OFFICERS ASSOCIATION)
"EPOA" OR "THE ASSOCIATION")
AND)
CITY OF EVERETT, WASHINGTON)
"THE CITY" Interest Arbitration)

After careful consideration of all oral and written arguments and evidence, and for the reasons set forth above, it is awarded that:

1. Issue 1 - Compensation and Salaries

A direct wage increase of 11% is to be applied to the salary schedule as per the City's method for the first year of the agreement.

2. Issue 2 - Hours

Retain current contract language.

3. Issue 3 - Holidays

The EPOA's proposal is denied. Retain current contract language.

4. Issue 4 - Prevailing Rights

The language of the current contract is to be eliminated from any successor agreement.

5. Issue 5 - Management Rights

The expanded management rights clause as requested by the City is approved.

6. Issue 6 - Overtime/Callback

The Association's request for increased overtime/callback pay is denied.

7. Issue 7 - Insurance

Continue present contract language.

8. Issue 8 - Compensatory Time

- 1. Continue current language; and**
- 2. Add the following:**
The maximum accumulation of compensatory time is 60 hours. Compensatory time earned over the maximum must be taken within 30 days of the time it was earned or it will be paid out at the overtime rate at the pay period immediately following this 30-day period.

9. Issue 9 - Duration

A two year contract is awarded with wages in the second year being determined as follows:

Wages to be based on the percentage increase in the Seattle , Washington, Consumer Price Index for all urban consumers for the period May, 1980 to May, 1981 applied as follows:

For each percentage increase in this index in the period up to 8% an equal increase in wages;

for each increase in this index between 8.01% and 12%, an increase in wages of .75% for each 1% increase in the index; and

for each increase from 12.1% to 16% in the index, a .5% increase in salary to a maximum salary increase of 13.2%.

10. Issue 10 - Election of Remedies

The City's proposal is denied.

**Respectfully submitted on this the 11th day of February, 1981
by**

**John H. Abernathy
Chairman, Arbitration Panel**