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PUBLIC EMPLOYMENT
RELATIONS COMMISSION
OLYMPIA, WA

IN THE MATTER OF
CITY OF RICHLAND

and

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 11,
LAW AND JUSTICE DIVISION, AFL-CIO

Dated Issued: June 8, 1987

PERC No. 6318-I-86-145

INTEREST ARBITRATION OPINION AND AWARD

OF

MICHAEL H. BECK

Appearances:

CITY OF RICHLAND

J. David Andrews
Nancy Williams

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 11,
LAW AND JUSTICE DIVISION, AFL-CIO

David E. Williams

IN THE MATTER OF
CITY OF RICHLAND

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OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 11,
LAW AND JUSTICE DIVISION, AFL-CIO

INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes when collective bargaining negotiations involving uniformed personnel have resulted in impasse. The parties here agreed upon the selection of the undersigned to serve as Interest Arbitrator pursuant to Chapter 41.56 RCW. The parties waived the tripartite arbitration panel provided for in RCW 41.56.450, and, instead, determined to submit the matter to the undersigned as a single Arbitrator.

A hearing in this matter was held on February 19, 1987 in Richland, Washington. The Employer, the City of Richland, was represented by J. David Andrews and Nancy Williams of the law firm, Perkins Coie. The Union, Office and Professional Employees International Union Local No. 11, Law and Justice Division, AFL-CIO, was represented by David E. Williams of the law firm of Critchlow and Williams.

At the hearing the testimony of witnesses was taken under oath and the parties presented documentary evidence. A court reporter was present and a verbatim transcript was prepared and provided to the Arbitrator for his use in reaching a decision in this case.

The parties agreed to submit simultaneous posthearing briefs. Both briefs were received by the Arbitrator on April 8, 1987. At the request of the Arbitrator, the parties agreed to waive the statutory requirement that a decision issue within thirty days, and instead allowed him until June 8, 1987 to issue his decision. In accordance with the statutory mandate, I set forth herein my findings of fact and determination of the issues.

ISSUES IN DISPUTE

On March 31, 1986, the Executive Director of the Public Employment Relations Commission certified eight issues to be submitted to interest arbitration. Prior to the hearing in this matter, the parties stipulated that the issue of line-up time compensation had been settled and was not an issue for arbitration. The parties further stipulated that the issue of pay for holidays would be settled through the contractual grievance/arbitration procedure. The parties also agreed that the issue of the term of the Agreement, not

previously certified by the Executive Director, was in dispute and was to be decided by the Arbitrator here. Prior to the hearing, the Union withdrew from this Interest Arbitration its proposals on the issue of pay for clothing and equipment. During the hearing, the Union withdrew from this Interest Arbitration its proposal on the issue of educational incentive pay.

Thus, the following five issues are before the Arbitrator:

- Term of the Agreement
- Insurance
- Seniority
- Sick Leave
- Wages, Appendix A, Including Special Duty Pay Therein

COMPARABLE JURISDICTIONS

RCW 41.56.460 directs that the following criteria should be taken into consideration as relevant factors in reaching a decision:

[T]he 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) 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 like employers 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; 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.

The legislative purpose for enactment of the interest arbitration statute is set forth in RCW 41.56.430 as follows:

The intent and purpose of this . . . act 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 dedication and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes.

The employees involved here are police officers employed by the City of Richland. The City provides service to a population base of 30,240 according to the Employer or 30,508 according to the Union. In view of the fact that the difference in these figures is less than one percent and will not affect a determination regarding appropriate comparables, I find it unnecessary to resolve this difference.

The parties stipulated that for the purposes of RCW 41.56.460(c), the jurisdictions selected by either party as comparators shall be limited to the State of Washington and that no jurisdiction from outside the State of Washington shall be offered in this arbitration by either party as a comparator to the Employer. In selecting the appropriate comparators, each party considered the cities in the State of Washington that are within plus or minus twenty percent of the Employer's population. This produced the same eight cities whether the Employer or Union population figure for Richland is used. These eight cities are: Auburn, Edmonds, Kent, Redmond, Renton, Longview, Olympia and Walla Walla. The Union would include all eight of these cities as appropriate comparators to the Employer here. The Employer would include only Longview, Olympia and Walla Walla of the eight and would add the cities of Kennewick and Pasco.

A review of the eight comparators selected by the Union reveals that they all meet the statutory criteria set forth in RCW 41.56.460(c), since they employ like personnel, i.e., police officers; they are like employers, i.e., cities; and they are all of similar size in terms of their respective population, within plus or minus twenty percent. Further, they meet the stipulation of the parties that the comparators be cities in the State of Washington. Given this prima

facie showing of comparability, it seems appropriate to place the burden on the party seeking to exclude a city from consideration to show why the city should not be considered. Here, the Employer contends that the cities of Auburn, Edmonds, Kent, Redmond and Renton, offered by the Union, are not comparable to the Employer because they are located in close proximity to a major metropolitan area, namely, Seattle.

According to the Employer, the Union's selection of comparators, "ignores the principles traditionally recognized by interest arbitrators, i.e., that the local labor market provides the best basis of comparison and that there are substantial differences between jurisdictions within a major metropolitan area and those outside it." (Employer's Brief, page 7.) The Employer further contends that in determining appropriate wages, the Arbitrator should consider only "those cities closest to the [Employer] which are subject to similar trends and influences." (Employer's Brief, page 11.) These cities according to the Employer are Kennewick, Pasco and Walla Walla.

The Legislature in enacting the interest arbitration statute may be assumed to have been aware of the various regional differences which exist between eastern and western Washington. However, the Legislature, in setting forth the

criteria for comparators in RCW 41.56.460, did not restrict the jurisdictions to be selected to those within the same local labor market, but instead authorized comparisons with employers on the west coast of the United States, provided such employers meet the statutory criteria, as discussed above. The foregoing makes clear that even if one assumes that a jurisdiction within a local labor market, in some respects, may provide greater indicia of comparability with another jurisdiction in the same labor market than with a jurisdiction outside that local labor market, such fact does not indicate that the jurisdiction outside the local labor market is not comparable pursuant to RCW 41.56.460(c).

In the present case, there are compelling reasons why the Union's comparators should not be excluded from consideration. First, the Employer is a part of the Tri-Cities metropolitan area, which has a population of approximately 85,000 people. According to the information introduced by the Employer in the form of newspaper reports (Employer Exhibit No. 24), the Tri-Cities area has a workforce heavily dependent on employment involving the federal sector at the Hanford facility. These same news reports state that Hanford workers earn an average of \$34,400 per year. This heavy concentration of high paid workers causes Richland, as a part of the Tri-Cities, to be distinguishable from a more

isolated rural city such as, for example, Walla Walla.

Further, a review of the various job functions performed by Richland police officers indicate that the Employer here is similar in many respects to the other Union suggested comparators. For example, the Employer here has a motorcycle unit, but only two of the Employer's five suggested comparators have motorcycles. The Employer also has a bomb squad, but none of the five Employer comparators has a bomb squad. The Employer has a SWAT team, but only one of the five Employer comparators has a SWAT team. The Employer has a canine unit but, only two of the five Employer's comparators have canine units. In contrast, all of the Union's eight suggested comparators have motorcycles except Longview, two have a bomb squad, five have a SWAT team, and all but Walla Walla have canine units. Thus, in terms of job functions performed by the Employer's police department, the Employer is actually more "like" the eight Union suggested comparators than the five Employer suggested comparators.

If I were to exclude consideration of the Union's comparators, there would be little or no basis for comparison with respect to the special duty wage issues before the Arbitrator. Thus, as the Employer recognizes, it is necessary to include the Union's comparators in order to have an

adequate base from which to make a comparison on these issues. However, it does not appear appropriate, pursuant to RCW 41.56.460(c), nor equitable, to choose certain cities for comparison on parts of a wage package, i.e., that having to do with wages, and other cities for other parts of the wage package, i.e., that having to do with special duty pay. On this basis I also reject the Employer suggestion that, for purposes of wage comparison, the comparators should be limited solely to those in what the Employer terms "the local labor market" of Kennewick, Pasco and Walla Walla. (Employer's Brief, page 12.) Further, I note that for 1987, the Employer's suggested comparators would actually involve only two cities, inasmuch as Pasco is still in negotiations with respect to their 1987 collective bargaining agreement.

I have determined to add to the eight comparators selected by the Union, the cities of Kennewick and Pasco, since those cities comprise the Tri-Cities area which includes Richland. By doing so I am specifically recognizing the economic integration of the Tri-Cities area as contended for by the Employer. Although Kennewick and Pasco are not within the plus or minus twenty percent population range, (Kennewick is more than 21% above and Pasco is about 38% below Richland), this action is appropriate pursuant to RCW 41.56.460(f), which allows the Arbitrator to take into

account a factor such as the substantial economic integration of an area like the Tri-Cities.

Finally, I have determined to exclude the city of Kent from consideration as a comparator. The Union's and the Employer's figures with regard to the special duty pay provisions in Kent are not in agreement. Furthermore, neither the Union nor the Employer provided any source material for Kent which could be used to reconcile the figures. Although the Union provided such data in the form of survey sheets it had completed for each of its other comparators, no such sheet was provided for the City of Kent. Because of the conflicting figures and the lack of any way to reconcile or otherwise verify the numbers, I have concluded that it is appropriate to exclude Kent from consideration. Thus, the comparators to be used in this case are: Kennewick, Pasco, Walla Walla, Olympia, Longview, Redmond, Renton, Edmonds and Auburn. This group of comparators includes all five selected by the Employer, three of which were also selected by the Union, plus an additional four comparators selected by the Union.

TERM OF THE AGREEMENT

The Union proposes a two year Agreement which would expire at the end of 1987. According to the Union, the

parties here have always had one or two year agreements and the Union wants, "to review the status before agreeing to a three year contract that would be in effect until December 31, 1988." (Union Exhibit No. 1, Term of Agreement.) The Employer seeks a three year term, noting that "[t]he parties have been in negotiation, mediation or interest arbitration continuously since May 1985 for a 1986 collective bargaining agreement." (Employer's Brief at page 37.)

A two year term would cause the Agreement to expire only six months after the date of this Arbitration Award. A three year term will best serve the interests of both parties, as it will give the parties a reasonable period of time to gather experience under the Agreement before requiring them to begin negotiations for a new agreement. A two year term, on the other had, would place the parties immediately back in negotiations. Such a state of affairs would not promote collective bargaining as an effective means of resolving disputes, as is contemplated by the statute.

WAGES, APPENDIX A, INCLUDING SPECIAL DUTY PAY THEREIN

The Union seeks a 4% wage increase beginning July 1, 1986, a 4% increase effective January 1, 1987, and a 5% increase effective July 1, 1987. The Union made no proposal for 1988. In addition, the Union seeks to add 3% premium

pay for canine duties and the Tactical Response Team (SWAT Team). The Union also seeks to have the currently existing premium pay for motorcycle duty and bomb squad increased to 3% of an employee's base pay. Finally, the Union wants to revise the longevity pay provision to provide for 2.5% after five years service, 5% after ten years service, and 10% after fifteen years service.

The Employer proposes no wage increase for 1986, 2% for 1987, and 80% of the change in the Seattle/Everett CPI-W, July 1986-1987 up to a maximum of 3% for 1988. On the remaining pay issues the Employer proposes retaining the status quo.

Wages

A major factor in resolving disputed issues in interest arbitration is a consideration of comparable jurisdictions pursuant to subsection (c) of RCW 41.56.460. In reviewing the jurisdictions, I have determined to be appropriate comparators, I have looked at the figures presented by police officers at the top step of their respective salary charts. I have done this for several reasons, which include the fact that most of the information supplied to me by the parties relates to top step police officers. Further, it is clear that top step police officers represent the largest single group of employees within the bargaining unit. Addi-

tionally, both sides propose an across the board wage increase rather than a varying wage increases for police officers at different steps, corporals and sergeants.

On the next page, I have prepared a chart showing the monthly salary of a top step police officer at each of the comparators compared to the monthly salary of a Richland top step police officer. In compiling the figures to be placed on the chart, I have reviewed both the Employer and Union provided figures. Where any major difference in those figures appears, I have set forth in the accompanying footnotes the basis upon which I selected the appropriate figure.

**COMPARABLE CITIES
POLICE OFFICERS - TOP STEP**

	1/1/86	7/1/86	1/1/87	7/1/87
Walla Walla	\$2171	-	\$2269	-
Edmonds	2667	-	2747	-
Longview	2455 ¹	-	2517	-
Redmond	2601	-	2759	-
Olympia	2534	-	2560 ²	2610
Renton	2654	-	2733	-
Auburn	2692	-	2732	-
Pasco	2251	-	N/S ³	N/S ³
Kennewick	2329	2386	2445	2506
AVERAGE	2484	2490	2595	2609
Richland	2310	2310	2356⁴	2356⁴
Percent Average of Comparators above Richland	7.53%	7.79%	10.14%	10.74%

¹ The Employer figure from Employer Exhibit No. 10 has been used here as it appears that the Union figure on the Union's chart in Union Exhibit No. 1 (\$2554) is incorrect since the Union's survey for Longview shows \$2454.

² Figure taken from Union's wage survey.

³ Collective Bargaining Agreement for 1987 is not settled.

⁴ Includes Employer proposed 2% raise.

A review of the foregoing chart clearly demonstrates that the police officers in Richland are underpaid based on a comparison with the comparators. Thus, effective January 1, 1986, Richland ranks eighth of ten, ahead of only Pasco and Walla Walla and 7.53% behind the average of the comparators. If the Employer's proposal is placed into effect, the Richland police officers will fall further behind the comparators as they will be 10.74% behind the average of the comparators by July 1, 1987. While some of the drop in percentage can be attributed to the fact that Pasco cannot be considered in the 1987 figures since their wage rate for 1987 has not been settled, this fact does not account for all of the percentage decrease.

If one computed the average increase of the eight comparators excluding Pasco between January 1, 1986 and July 1, 1987 the resulting increase is 3.82%, or almost double what the Employer is offering in the same time frame. Furthermore, if one limits consideration to only the five Employer comparables, (less Pasco) the average increase between January 1, 1986 and July 1, 1987 given by the remaining four comparators, is an increase from \$2372 to \$2476 per month, representing a 4.38% increase or more than double the 2% offered by the Employer. Furthermore, if one

looks at Employer Exhibit No. 10, one finds that the average wages paid by the five comparators in 1985 was \$2270 per month compared to an average of \$2476 for the five comparators (less Pasco) effective July 1, 1987, which is a percentage increase of 9.07%.

In view of all the foregoing, a substantial wage increase beyond that suggested by the Employer appears warranted here. However, the Employer maintains that in light of its poor financial situation, its offer is reasonable. As I understand the Employer's position, it is not that it is unable to pay an increase beyond that which it has offered its police officers, but only that a 2% wage increase over the first two years of the Agreement is reasonable given the economic circumstances of the Employer. In support of its position, the Employer points to a number of indicators it contends shows a "listless and uncertain future" with respect to the Employer's "economic vitality." (See Employer's Brief at page 14.) In this regard, the Employer points to the evidence it submitted indicating that both the number of permits for new construction as well as the value of new construction in the City of Richland have substantially decreased since 1980. The Employer also points to the possibility that the major source of employment, the Hanford facility, might be permanently

shutdown. Further, the Employer points to the fact that from 1980 to 1986 the number of employees has been reduced by more than 10%. The Employer also points to the fact that in 1987 it will not have available to it approximately one-quarter of a million dollars of federal revenue sharing funds, which it had available in 1986.

In response to the Employer's contentions regarding economic vitality, I note from an examination of Employer's Exhibits Nos. 22 and 23, that both the level and value of new construction has shown a significant increase over the last two years, 1985 and 1986. Further, while the Arbitrator recognizes that the Hanford facility is a major source of employment in the Tri-Cities area, the Employer's reference to possible permanent shutdown and resulting economic harm to the community at this point is no more than speculation. The Employer has not offered evidence establishing that Hanford will, in fact, be permanently shutdown. Furthermore, I note that with regard to the Employer's suggested "local area wage" comparators, namely Kennewick, Pasco and Walla Walla, each has provided substantial raises to its police officers since 1985. Thus, Kennewick has increased its top step police officer's salary from \$2272 per month in 1985 to \$2506 in 1987, an increase of 10.30%. Walla Walla has increased its top step police officer's

salary from \$2058 in 1985 to \$2269 in 1987, an increase of 10.25%. Although Pasco has not completed negotiations from 1987, it did provide an increase from \$2164 per month in 1985 to \$2251 in 1986, an increase of 4.02%.

The raises described above were provided despite the fact that certain economic factors relied on by the Employer here apparently also affect the local wage area comparators suggested by the Employer. In this regard, I note that Ron Musson, the Employer's Director of Support Services, who in that position is in charge of budgeting for the Employer, testified that the federal action which resulted in the loss of federal revenue sharing funds for Richland in 1987, also caused the loss of funds for the other municipalities. Additionally, it would appear that Kennewick and Pasco, as part of the Tri-Cities area, would equally be affected by any changes in employment due to changes at the Hanford facility. This conclusion is clearly supported by the news articles appearing at Employer Exhibit No. 24, which, in discussing the loss of job opportunities at Hanford, refer not just to Richland, but to the Tri-Cities area in general.

The increase requested by the Union would result in a top step police officer wage of \$2623 per month. Such an increase would amount to a 13.55% increase over the wage rate in effect at Richland in 1985. Additionally, such an

increase would place Richland police officers .54% above the average of all of the comparators. Such a large increase is not justified in all the circumstances here.

After carefully considering all of the evidence, it is my decision that the employees shall receive an across the board increase of 2% effective July 1, 1986, 3% effective January 1, 1987 and 4% effective July 1, 1987. Such an increase will result in top step Richland police officers receiving a monthly salary of \$2524 effective July 1, 1987. This monthly salary is 9.26% above the \$2310 salary Richland police officers at the top step were receiving in 1985. A 9.26% increase is commensurate with the average increase received by the Employer comparators between 1985 and July 1, 1987, which as indicated previously amounted to 9.07%. Additionally, the increase I shall order will place Richland in sixth place among the comparators as of July 1, 1987, ahead of Walla Walla, Longview and Kennewick, while under the Employer's proposal, Richland on July 1, 1987 would have remained in eighth place.

The increase I shall order does provide a significant increase, as is indicated by the comparators. However, in reaching the final figures, I have taken into account Richland's economic difficulties and the fact that it is appropriate to recognize that there exists some differences

between communities located within the economic sphere of large urban areas as opposed to those not so located. I have also taken note of the relatively modest increases in the Consumer Price Index during the last several years. Thus, in constructing the economic increases, I have not attempted to bring Richland to the average of all of the comparators. As of January 1, 1986, Richland's top step police officers were 7.53% behind the average of the comparators. The increase I shall order will still leave them behind the average of the comparators by 3.37%, effective July 1, 1987. Also, although the increase I shall order will move the top step Richland police officers, effective July 1, 1987 to sixth place among the comparators, Richland's police officers will only be slightly ahead of the seventh and eighth place cities, Longview and Kennewick, i.e., \$7.00 a month in the case of Longview and \$18.00 a month in the case of Kennewick.

With respect to the third year of the Agreement, it would appear appropriate to adopt the Employer proposal with one modification, removal of the 80% limitation. Therefore, I shall order that effective January 1, 1988, employees shall receive an increase equal to the percentage change in the Seattle/Everett CPI-W between July 1986 and July 1987.

Longevity

The Union proposes substantially enhancing the longevity pay provision so that police officers will receive 2.5% of base salary for five years service, 5% for ten years service and 10% for fifteen years service. The Employer opposes any additional award of longevity pay, noting that it currently has an educational incentive pay program which it negotiated in the late 1970's as, in effect, a replacement for a longevity pay plan. Only officers hired prior to October 1, 1977 are presently entitled to longevity pay, which is \$20 per month after ten years, provided the officer is not receiving educational incentive pay. A careful review of the comparators does not provide compelling evidence to support the reactivation of a longevity plan in the circumstances here.

The Employer's purpose in negotiating to limit the longevity plan was to promote increased educational attainment among its workforce. The Employer's plan has apparently been successful since the Union acknowledges that only ten police officers are not receiving an educational incentive. While it is not entirely clear, it appears that the Union is proposing longevity pay only for those employees not receiving educational incentive. This proposal, as the Employer suggests, would harm the educational

incentive plan by rewarding longevity at a higher rate than is currently paid for educational achievement, thus reducing the incentive to acquire further education.

Based on the foregoing, I find that no change in the longevity pay plan is appropriate.

Special Duty Pay

The Union proposes increasing the special duty pay provided by the Employer for motorcycle duty and bomb squad to 3% of the employees base salary. In addition, the Union proposes adding special duty pay of 3% for employees assigned to the Tactical Response Team (SWAT team) and canine duty. The Employer opposes any changes in the current special duty pay provisions.

A review of the comparators reveals no justification for increasing bomb squad pay or instituting SWAT team pay. While the comparators provide some justification for increasing motorcycle pay and for instituting some form of special duty pay for canine duty, I have determined to reject at this time any additions to special duty pay. In this regard, I rely on the fact that I have ordered a generous wage increase. This Agreement will expire in a year and one half and improvements in the areas of motorcycle and canine duty pay may well be proper to include in the new Agreement commencing in 1989.

SICK LEAVE

The Union proposes that the Employer be required to provide a disability plan that will pay employees covered under the state LEOFF II program 80% of their salary after accrued sick leave and vacation have been exhausted for a period of up to six months in the event of a non-duty disability. The Employer opposes any changes in the present coverage for LEOFF II employees.

The Union has failed to demonstrate that this provision is warranted based on a review of the comparators. Further, it was the uncontradicted testimony of Chief David Lewis that in the last several years there has been no instance where a LEOFF II employee had insufficient combined sick leave and vacation to cover a non-duty disability. Based on the foregoing, I find that the disability plan requested by the Union is not warranted.

INSURANCE

The Union proposes that the Employer be required to pay the total contribution for employees' and their dependents' medical, dental and vision insurance. The Employer seeks to retain a "cap" of \$201 per month on the amount it can be required to pay for insurance. The prior Agreement placed a

cap of \$193 on the amount the Employer was required to pay for insurance benefits. In the past the cap has been high enough to accord the employees 100% of their insurance costs including dependent coverage. The Employer seeks to retain a cap in order to be able to appropriately budget its expenses for this benefit. The Employer has determined that the \$201 per month cap it seeks will be sufficient to cover the cost of insurance for 1987 and is very likely to cover the cost for 1988 as well.

A review of the comparators reveals that only 3 of 9 provide full coverage for employees and their dependents without limitation (Redmond, Auburn, Renton). Edmonds provides only 80% coverage for dependents, Kennewick does not provide vision coverage for either employees or dependents. Olympia does not provide vision coverage for either employees or dependents and pays only 85% of the cost of medical and dental coverage for dependents. Walla Walla pays only 90% of the cost of medical and dental insurance for employees and dependents. Finally, both Pasco and Longview have caps on the amounts they will contribute for insurance for employees and dependents. Thus, 6 of the 9 comparators provide less coverage than the Employer or have a cap on their premiums they will pay or both. Of the three that provide full coverage (Auburn, Renton and Redmond), it

is not clear if they actually provide dental benefits as the Union's survey form does not provide a space to indicate this information.

Based on the foregoing, I find that the evidence does not support removing a cap on the Employer's obligation to pay for insurance coverage for its employees and their dependents.

SENIORITY

The Union proposes that layoffs and rehiring be done by classification on the basis of seniority. Further the Union proposes that no personnel from the "police reserve" may be used to replace laid off bargaining unit members. Presently the collective bargaining agreement does not specify a layoff procedure. Instead the Employer follows a personnel ordinance which requires it to take in account, "length of service in the position class, total length of service with the [Employer], and documented records of the employee's performance." (Ordinance No. 2.28.720.)

The Union did not provide evidence of the layoff and seniority provisions of the comparators. The Employer did provide such information as to its comparators. A review of the Employer's comparators in and of themselves does not

provide sufficient evidence to require a change in the current layoff procedure.

INTEREST ARBITRATION AWARD

It is the Award of your Arbitrator that:

- I. The term of the Agreement shall be three years from January 1, 1986 through December 31, 1988.
- II. All bargaining unit employees shall receive the following wages increases:
Effective July 1, 1986: 2%
Effective January 1, 1987: 3%
Effective July 1, 1987: 4%
Effective January 1, 1988: The percent change in Seattle/Everett CPI-W between July 1986 and July 1987 up to a maximum of 3%.
- III. There shall be no change in longevity or special duty pay provisions from those contained in the 1985 collective bargaining agreement.
- IV. The Union proposals regarding Seniority, Insurance, and Sick Leave are denied.

Dated: June 8, 1987

Seattle, Washington

Michael H. Beck, Arbitrator