



Interest Arbitration
Before Roger Buchanan, Impartial Arbitrator

Deputies Bargaining Unit

Kitsap County, Washington
(Employer)

and

Kitsap County Deputy
Sheriff's Guild
(Union)

Conclusions, Decisions and Awards In
Interest Arbitration

Case No. 13261-I-97-283

Appearance for Kitsap County:

Otto G. Klein III, Attorney at Law
and Cabot Dow of Cabot Dow and
Associates, Seattle, Washington.

Appearance for Kitsap
County Sheriff's Guild:

James M. Cline, Attorney at Law,
Seattle, Washington.

Hearing and Post Hearing Briefs

Hearings were held in Port Orchard, Washington in Kitsap County offices on August 31 and September 1, 2, 3, 1998. Witnesses were sworn and each party presented proposals, testimony, exhibits and arguments.

The County and the Guild filed post-hearing briefs which were received by the Arbitrator on or before October 27, 1998.

Representation

Representing the Employer, Kitsap County is Otto G. Klein, Attorney at Law, Seattle, Washington and Cabot Dow of Cabot Dow and Associates, Seattle, Washington.

Representing the Union, Kitsap County Sheriff's Guild is James M. Cline, Attorney at Law, Seattle, Washington.

Kitsap County and the Sheriff's Department

Kitsap County has a population estimated at 229,000 and is located on the Olympic Peninsula. Located in Kitsap County are the incorporated cities of Bremerton, Port Orchard and Bainbridge Island which have their own police departments which work closely with the Kitsap County Sheriff's Department.

Kitsap County has approximately 1,000 employees. Many of these employees are included in 13 collective bargaining units which include approximately 630 County employees. The Union in this case, Kitsap County Deputy Sheriff's Guild, represents 79 deputy sheriffs in this case and 11 Sheriff's Department supervisory employees who are involved in a second Interest Arbitration case.

The average seniority of the 79 non-supervisory deputies is 7.7 years. The average seniority for the "supervisory" unit is 15.9 years.

History of Bargaining

There is no history of Interest Arbitration between the parties concerning the two Sheriff's Department bargaining units involved in these cases.

The contracts for the two bargaining units expired December 31, 1996 and the County and the Guild bargained from late 1996 through 1997 without successfully reaching an agreement.

The dispute was then submitted to Mediation by the Washington State Public Employee Relations Commission (PERC). With the failure to reach a settlement in Mediation, the PERC Certified the cases to Interest Arbitration on June 27, 1997 for the Deputies unit and on April 10, 1998 for the supervisors unit.

There are thirty-four (34) issues in dispute in this Interest Arbitration case.

Bargaining Units

Kitsap County, Washington has two bargaining units for the Kitsap County Sheriff's office. One bargaining unit includes non-supervisory Sheriff Deputy Officers. This bargaining unit is defined:

"Uniformed Employees. All regular full-time and regular part-time fully commissioned deputy sheriffs of the Kitsap County Sheriff's Department excluding the Sheriff, Undersheriff, supervisors, confidential employees and all other employees."

The second bargaining unit for uniformed officers of Kitsap County is the "supervisors" bargaining unit which is composed of "Uniformed corporals and sergeants employed by the Kitsap County Sheriff's Department".

Statutory Criteria

This matter came to Interest Arbitration under the Washington State Public Employees Collective Bargaining Act. The Act specifies that the Arbitrator is required to follow the following standards and criteria which are set out in RCW 41.56.200:

(1) In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and, as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:

- (a) The constitutional and statutory authority of the employer;
- (b) Stipulations of the parties;
- (c) (i) For employees listed in RCW 41.56.030 (7)(a) through (d); 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;
(ii) For employees listed in RCW 41.56.030 (7)(e) through (h), comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west

coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered;

- (d) The average consumer prices for goods and services, commonly known as the cost of living;
- (e) Changes in any of the circumstances under (a) through (d) of this subsection during the pendency of the proceedings; and
- (f) Such other factors, not confined to the factors under (a) through (e) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. For those employees listed in RCW 41.56.030 (7)(a) who are employed by the governing body of a city or town with a population of less than fifteen thousand, or a county with a population of less than seventy thousand, consideration must also be given to regional differences in the cost of living.

A fundamental principle of interest arbitration is that an arbiter must view the total package, and not just isolated or individual proposals and issues. An arbiter's task is to render an award that constitutes an extension of the bargaining process. If arbitration is allowed to become a separate and distinct proceeding in and of itself, collective bargaining will become little more than a meaningless warm-up for the real game. Parties must not be allowed to view arbitration as a panacea for unrealistic and ill-conceived bargaining proposals.

Arbiter Carlton Snow described the concept correctly when he stated in a 1988 Seattle case:

"The goal of interest arbitration is to produce a final decision that will, as nearly as possible, approximate what the parties themselves would have reached if they had continued to bargain with determination and good faith."

In a somewhat longer passage predicated on the same principle, Arbiter Charles S. LaCugna stated as follows in a City of Kent arbitration:

The Arbitrator must interpret and apply the legislative criteria in RCW 41.56.460. The Arbitrator must not only interpret each guideline, but he must determine what weight he will give to each guideline in order to arrive at a 'total package', because only the 'total package' concept can measure the real effect of the Arbitrator's decisions. The task is not easy. He must attempt to fashion an acceptable and workable bargain, one that

the parties would have struck by themselves as objective and disinterested neutrals. This point is crucial. Dispute settlement procedures that culminate in binding arbitration make it easy to bypass negotiations, mediation and fact finding in the hope that an Arbitrator might award to one party what it could not gain through the process of free and robust negotiations. The award must reflect the relative bargaining strength of the parties. The award cannot be a 'compromise', much less 'splitting of the difference', because such an award would favor the party that advances extreme demands and takes an intransigent position.

An issue that will have a major impact on this case is the one concerning the determination of which governmental jurisdictions will be used as "comparable jurisdictions". Since the "comparable jurisdictions" chosen will be used as a guide by the arbitrator in finding equitable solutions to the issues in this case, the choice of "comparables" is of importance.

Comparables and comparisons are preeminent in wage determination because all parties at interest derive benefit from them. To the worker they permit a decision on the adequacy of his income. He feels no discrimination if he stays abreast of other workers in his industry, his locality, his neighborhood. They are vital to the Union because they provide guidance to its officials upon what must be insisted upon and a yardstick for measuring their bargaining skill. In the presence of internal factionalism or a rival union, the power of comparisons is enhanced. The employer is drawn to them because they assure him that competitors will not gain a wage-cost advantage and that he will be able to recruit in the local labor market. Small firms (and unions) profit administratively by accepting a ready-made solution; they avoid the expenditure of time and money needed for working out one themselves. Arbitrators benefit no less from comparisons. They have "the appeal of precedent and..." awards based thereon are apt to satisfy the normal expectations of the parties and to appear just to the public.

The Intent of the 1973 Washington State Law

The intent and purpose of this 1973 mandatory act is to recognize that there exists a public policy in the state of Washington against strikes by uniform 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. This stated public policy is carried out through the processes of mediation and Interest Arbitration.

Issues

1. Determination of "Comparable" Jurisdictions.
2. Contract Provisions. (Listed in accordance with the existing contract).

Article I

Section I- Rights of Management.

Article II

Section A- Salaries

-Pay Increases,

-1997

-1998

-1999

Section B- Experienced Based Pay Incentives.

-Length of Service Pay Increases.

-Length of Service Based on Compensable hours.

-Experience steps to conform to market conditions.

Section D-Longevity Bonus.

-Removal of 1% increase at 5 years service.

Section E-Shift Differential Pay.

-Removal of Shift Differential Pay provision.

Section F- Assignment Pay.

-Raise "Assignment Pay" from \$120.00 to 5%.

-Add classifications to "Assignment Pay".

f. Traffic Officer

g. Field Training Officer

h. Crisis Intervention Response Team (CIRT)

Section G- Uniform Allowance.

-Increase of Uniform Allowances.

Section I- Health and Welfare Benefits.

- Increase coverage of dependants from 50% to 100%.
- Change from Blue Cross and Kitsap Physicians Service to Group Health, Virginia Mason Alliant Plan.
- Supplemental disability insurance for LEOFF II Employees.

Section K- Hours of Work.

- County's authority to assign shifts.
- Call in during emergency while off duty.
- Proposal to institute a ten (10) hour day, four (4) day week, work week.
- Shift configuration parameter to be determined by joint labor-management committee.
- Compensation for call in to testify in "civil trials".
- Increase in minimum pay for call in from two (2) hours overtime to three (3) hours overtime.
- Overtime for non mandatory training.

Section L- Overtime.

-Remove exclusion of "civil cases" from overtime pay for work related court appearances.

-The County questions the types of "call back" and objects to Guild's proposal to increase call back minimum hours from two to three.

-Call back when off duty, such as in emergencies.

-Call back when scheduled, such as court appearances.

Article III

Section B- Annual Leave.

-County's proposal to reduce annual leave benefits.

Section C- Sick Leave.

-County's proposal to reduce sick leave benefits.

Article V- Term (of agreement)

-Two year agreement as opposed to three year agreement.

Comparables

1. Determination of "comparable" jurisdictions.

A basic issue in this case is the determination of the questions concerning the comparables from which the measurements are taken for determining some of the contents of the Decision and Award of this case. The listing of the statutory requirements that must be considered are contained in RCW 41.56.465 which states in part:

The arbitration award should be based upon a reasoned assessment of the evidence with an application of the statutory data. Those criteria are set out in RCW 41.56.465(1); see above.

- (1) In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and, as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:

- (a) The constitutional and statutory authority of the employer;

- (b) Stipulations of the parties;
- (c)
 - (i) For employees listed in RCW 41.56.030 (7)(a) through (d); 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;
 - (ii) For employees listed in RCW 41.56.030 (7)(e) through (h), comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered;
- (d) The average consumer prices for goods and services, commonly known as the cost of living;
- (e) Changes in any of the circumstances under (a) through (d) of this subsection during the pendency of the proceedings; and
- (f) Such other factors, not confined to the factors under (a) through (e) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. For those employees listed in RCW 41.56.030 (7)(a) who are employed by the governing body of a city or town with a population of less than fifteen thousand, or a county with a population of

less than seventy thousand, consideration must also be given to regional differences in the cost of living.

The requirement of RCW 41.56.465 (c)(i) is interpreted to mean that there should be a comparison of wages, hours and conditions of employment in local government jurisdictions which are similar in character to Kitsap County, Washington.

Comparability and comparisons of other jurisdictions are of primary importance in the process of interest arbitration. It is the way that the appropriate use of comparables serves all parties to this case in the fairest way. The Union and the Employees' and the Employer's interests are served by knowing that their wages, hours and working conditions approximate those at comparable agencies and under comparable working conditions. A thorough job of basing an interest arbitration award on comparables gives all concerned a presumption that the award concerning wages, hours and working conditions is based on a presumption of fairness to all parties. Consequently all concerned feel at ease with the conclusions and award and feel that they are acceptable.

The Issues of Comparables

Of the statutory considerations, the parties dispute one another's selection of comparables, their methodology for determining the total wage package and the County's ability to pay.

A. Comparables

1. Selection of Comparables

Comparability is not defined by statute. It is a relational concept and cannot be determined with mathematical precision. The interest arbitrator faces the problem of making "apples to apples" comparisons on the basis of imperfect choices and sometimes incomplete data. The arbitrator's task is to review data in evidence and devise a manageable list of employers that more closely resemble the important attributes of the subject jurisdiction than those jurisdictions not on the list. This does not mean that omissions from the list are irrelevant. In fact, omitted candidates form a helpful tool to check the validity of the results of the arbitrator's selections.

In determining comparability, arbitrators give the greatest consideration to population, geographic proximity (i.e., labor market) and assessed valuation per capita.

The relevance of geographical proximity is to determine the labor market. The comparability criterion attempts to insure that wages will not vary greatly within a labor market. Thus the primary task of a neutral is to determine, where possible, the labor market in which the employer competes. Except where the State is concerned, that market ideally will be local, but reference to "secondary" statewide comparators may become necessary where a sufficient number of local comparators do not exist. A local labor market is sometimes referred to as the distance a worker will drive to work without changing residences...

Considered in what will be determined to be a comparable jurisdiction are: Size, geography, location, location in relation to major urban centers, rate of crimes, distances to be covered, population, size of sheriff's department, nature of the economy of the jurisdiction (urban, rural, commuter bedroom area for a major city), impact of military installations, tax income, inclusion in U.S. Department of Labor's local labor market, cost of living, including cost of housing, complexity of jurisdiction, type of crime problems, assessed value of property in the jurisdiction.

The Position of the Guild and the County on the Selection of Comparable Jurisdictions

In determining which jurisdictions were selected as "comparable" in this case, a study of the quite voluminous information and data submitted by the parties was made.

The Guild proposes that the jurisdictions that should be determined as "comparable" for the two Kitsap County cases should be:

Thurston County

Whatcom County

Clark County

Snohomish County

Spokane County

(Spokane County is listed by the Guild as a "secondary" jurisdiction for consideration as a "comparable" jurisdiction as the Guild theorizes that the comparable jurisdictions in this case should be located in Western Washington).

The Employer, Kitsap County proposes the following jurisdictions as comparable:

Whatcom County

Thurston County

Clark County

Yakima County

Benton County

The Guild and the County agree on three of the counties in their proposal for comparable jurisdictions. They are: Thurston County, Whatcom County and Clark County.

In addition to the agreed on counties the Guild proposes Snohomish County and as a "secondary" proposal, Spokane County.

In addition to the agreed on counties, the County proposes: Benton County and Yakima County.

The parties agreed to the use of Thurston, Whatcom and Clark Counties as comparables. The following counties remain in dispute, Snohomish, Spokane, Benton, and Yakima.

Since the weight of the evidence presented in this case indicates that Eastern Washington, which includes Spokane, Benton and Yakima Counties has a substantially different type of economy than does Western Washington it is concluded that all three Eastern Washington Counties be eliminated from use as comparables in this case.

The inclusion of Snohomish County is a reasonable inclusion as a "comparable" as its size, though substantially larger than Kitsap County in population, is not so much larger as to cause it to be eliminated as a reasonable "comparable". In addition Snohomish County is included in the same geographic area as is Kitsap County, the same urban area (Seattle) and located in what is defined as the same "labor market" area.

Since both parties agree that Thurston, Whatcom, and Clark Counties should be used as "comparables" in this case, it is the conclusion of the arbitrator that these three county jurisdictions should be included on the list of "comparables" for the instant case.

Snohomish County, proposed by the Guild is located in Western Washington and inside the Puget Sound labor market, as is Kitsap County, and is an appropriate jurisdiction for use as a "comparable" in this case.

It is the determination of the arbitrator that the following counties are the appropriate counties for use as comparables in these cases:

- Whatcom County
- Thurston County
- Snohomish County
- Clark County

The following issues will be discussed and a determination made, in the order that they appear in the existing Deputy Sheriff's Contract.

Deputy Sheriff's Agreement

Article I

Section I- Rights of Management.

The County and the Guild both propose changes to the existing wording in the management

rights provision of the two contracts. The wording proposed by the County seems designed to improve the bargaining position of management and the proposed wording of the Guild seems designed to improve the bargaining position of the Union.

A careful reading of the proposals of the County, the Guild and the existing contracts causes the arbitrator to conclude: -The existing contract language has been the product of past negotiations, carefully arrived at through the bargaining process, and -That the proposal changes, even if implemented, would not really alter the basic bargaining relationship between the Guild and the County.

Accordingly, it is the award of the arbitrator that the request of the County to revise the wording of the provision and request of the Guild to revise the wording of Article I.- Rights of Management, is denied.

Article II

Section A- Salaries

The Guild proposes pay increases "across the board" of four and one half percent (4.5%) of employees gross compensation over the 1996 rate. This would be a four and one half percent (4.5%) pay increase for 1997 over the pay amounts listed in Kitsap County's payroll entitled "Gross Compensation for Deputies, Corporals and Sergeants". This proposal also seeks an additional four percent (4%) increase "across the board" for the following year, 1998, for an eight and one half percent (8.5%) increase over two years.

The County proposes pay increases "across the board" of three percent (3%) for employees gross compensation over the 1996 level for the year of 1997, and an additional three percent (3%) increase for the year of 1998. In addition, the County proposes that the contract period be

extended to three (3) years, through the calendar year 1999 and that a pay increase of three percent (3%) be given to the employees starting January 1, 1999.

A study of all of the materials and data submitted in the instant case has caused the arbitrator to conclude that the employees be given a three (3) year agreement for the years of 1997, 1998 and 1999 and that pay increases of four percent (4%) be given for the year 1997, that pay increases of three and one-half percent (3.5%) be given for the year 1998 and that pay increases be paid the employees of three and one-half percent (3.5%) for the year 1999 for a total percentage pay increase of eleven percent (11%) over three years of the Kitsap County pay scale titled "Gross Compensation for Deputies, Corporals and Sergeants".

It is concluded that the Article II, Section A- Salaries provision of the agreement should be:

Effective January 1, 1997, all steps, in the 1997 salary schedule shall be increased across the board by four percent (4%) over the Kitsap County salary schedule entitled "Gross Compensation for Deputies, Corporals and Sergeants" of the previous year, 1996.

Effective January 1, 1998, all steps in the 1998 salary schedule shall be increased, across the board by the amount of three and one-half percent (3.5%) over the Kitsap County salary schedule entitled "Gross Compensation for Deputies, Corporals and Sergeants" of the previous year, 1997.

The County proposed that a third year wage settlement be put in place in this arbitration award. The County argues that there was a likelihood that the award in the instant case would not be completed until early 1999 and that it would be wise to create a pause in the bargaining process by extending the elements of this award for an additional year, for the year of 1999.

The arbitrator agrees, and adds the following provision to Article II, Section A- Salaries of this collective bargaining agreement.

"Effective January 1, 1999, all steps in the 1999 salary schedule shall be increased, across the board by the amount of three and one-half percent (3.5%) over the Kitsap County salary schedule entitled "Gross Compensation for Deputies, Corporals, and Sergeants" for the previous year, 1998".

Article II

Section B- Experience Based Pay Incentives

The Guild proposes changing the Article II, Section B- Experience Based Pay Incentives provisions which concern within grade increases based on longevity.

Persuant to review of the proposal, and in light of the arbitration award in other sections of this Interest Arbitration, the arbitrator concluded that the existing six (6) step system adequately serves the salary needs provided by this provision.

Accordingly, it is the award of the arbitrator that the Guild's proposed change of Article II, Section B- Experience Based Pay Incentives is denied.

Article II

Section D- Longevity Bonus

The Guild and the County both propose changes to the Section D- Longevity Bonus provision of Article II.

1. The proposal would begin the payment at seven (7) years instead of five (5) years.

Both the Guild and the County agree that the first category that receives a Longevity Bonus, the one that begins at "5 years of employment" should be eliminated, and accordingly it is eliminated.

The Guild and the County submit two different scales for Longevity Bonus Pay.

The existing scale for Deputies is:

5 Years of Employment	1.00% of annual salary
7 Years of Employment	1.25% of annual salary
10 Years of Employment	1.50% of annual salary
15 Years of Employment	1.75% of annual salary

20 Years of Employment	2.25% of annual salary
25 Years of Employment	2.75% of annual salary

Under the existing contract, longevity Bonuses differ according to job classification. There are three grades, one each for Deputies, Corporals and Sergeants. The Corporals and Sergeants are covered under a separate contract from the Deputies, they are included in the existing "Supervisors" contract.

The Guild's proposed scale for the Deputies is:

7 Years of Employment	1.75% of annual salary
10 Years of Employment	2.00% of annual salary
15 Years of Employment	3.00% of annual salary
20 Years of Employment	4.00% of annual salary
25 Years of Employment	5.00% of annual salary

The County's proposed scale for the Deputies is:

7 Years of Employment	1.25% of annual salary
10 Years of Employment	1.50% of annual salary

15 Years of Employment	1.75% of annual salary
20 Years of Employment	2.25% of annual salary
25 Years of Employment	2.75% of annual salary

In summary, the Guild proposes a substantial increase in the Longevity Bonus Pay scale and the County proposes the status quo. Both the County and the Guild agree that the "5 years of employment" category should be removed.

Persuant to a study of the issues and the factors in this case, the arbitrator concludes that the Article II, Section D- Longevity Bonus scale should be:

7 Years of Employment	1.50% of annual salary
10 Years of Employment	1.75% of annual salary
15 Years of Employment	2.00% of annual salary
20 Years of Employment	2.50% of annual salary
25 Years of Employment	3.00% of annual salary

Article II

Section E - Shift Differential

It is agreed by both the County and the Guild that this provision of the contract be discontinued.

Article II

Section F- Assignment Pay

The Guild proposes changing Section F- Assignment Pay for Deputies from a \$120.00 month assignment pay addition, to a pay addition of five percent (5%) of the Deputies base pay for Deputies who are assigned to the five (5) jobs listed for "Assignment Pay". In addition the Guild proposes the addition of three classifications to the five included in the existing agreement. The Guild proposes adding the three classifications of Traffic Officer, Training Officer and Crisis Intervention Response Team.

The County opposes any changes in this provision.

The Guild's proposal of designating a five percent (5%) of base pay addition, instead of the \$120.00 amount in the existing contract, in light of the comparables, and other factors relied on in this case, appears excessive. However an increase is due in the dollar amount of the assignment pay.

Accordingly, the dollar amount is raised from \$120.00 month to \$135.00 month effective January 1, 1999.

Concerning the addition of the three additional classifications to the eligible employees for assignment pay, it has not been demonstrated that two of the classifications of Traffic Officer and Crisis Intervention Response Team meet the requirements of Assignment Pay designation. However the testimony and supporting evidence presented for the case of including Field Training Officer is convincing and it is found that the classification of Field Training Officer should be added.

Accordingly, there should be added to the list of covered classifications for Assignment Pay the classification of Field Training Officer.

It is the award of the arbitrator that the instant provision for Section F- Assignment Pay should be:

Employees within the classification of deputy sheriff who are assigned to the job function shall receive \$135.00 pay per month as assignment pay.

- A. Detective
- B. Investigator
- C. K-9
- D. Bomb Technician
- E. Search and Rescue

F. Field Training Officer.

Article II

Section G- Uniform Allowance

The Guild proposes an increase in the "Uniform Allowance" from \$375.00 annually to \$475.00 annually, an increase of \$100.00 per year.

The County proposes that there be no increase in the Uniform Allowance.

A review of the evidence and data presented indicate that an increase to the uniform allowance is due, but that an increase to \$475.00 is too large an increase. It is concluded that an increase of \$50.00 annually to the amount of \$425.00 is appropriate.

Accordingly, it is the award of the arbitrator that the amount of the uniform allowance be increased to \$425.00 annually, effective January 1, 1999.

Article III

Section I-Health and Welfare Benefits

Under the existing agreement each Deputy's health insurance premiums are paid by the County. The costs of health insurance coverage for the Deputy's dependants is paid fifty percent (50%) by the County, up to the dollar amount of \$195.00 each month, with the employee paying the remainder. (50% or more).

The Guild proposes that the health insurance costs for each Deputy's dependants be paid for entirely by the County.

The County proposes that the employees included in the Guild's bargaining unit be changed to a different company and a different system of health insurance, the Group Health, Virginia Mason Alliant Plan. Under the County's Alliant Plan the County would pay the full cost for the Deputy and for the Deputy's dependant's health insurance.

The County's proposal for the Alliant Plan is a proposal to change the health insurance coverage to a plan that is, in part, a Health Maintenance Organization (HMO) Plan, that limits the coverage to certain participating physicians at certain health facilities. The cost for insurance coverage for the Alliant Plan is less than the cost for Blue Cross and for Kitsap Physicians Service Plans. The Alliant Plan costs less even when full payment is made by the County for the health insurance costs for dependants.

The County presents the argument that most other Kitsap County employees are covered under the Alliant Plan.

Following a thorough study it is the conclusion of the arbitrator that the Alliant Plan gives less health coverage than do the Blue Cross and Kitsap Physicians Service Plans. Accordingly there is less cost to the County. The arbitrator concludes accordingly that there likely is less value to the employee in the Alliant Plan.

It is the conclusion of the arbitrator that employees, who are employed in high risk employment such as Sheriff's Deputies should be in a health insurance plan that presents top quality, easily available medical care. It is the conclusion of the arbitrator that the Deputies should remain covered by the more traditional and likely more available health plans which are under consideration in this case, the Blue Cross Plan and the Kitsap Physicians Service Plan.

It is the award of the arbitrator that the employees covered by this bargaining unit should have available to them, either the Blue Cross Plan or the Kitsap Physicians Service Plan.

It is also concluded by the arbitrator that the Deputy should continue to pay for part of his or her health insurance coverage for dependants. Accordingly it is the award of the arbitrator that the County continue to pay the full cost for health insurance coverage for the Deputy and that the costs for the health insurance for the Deputy's dependants be paid by the following formula. That the County pay sixty percent (60%) of the costs for insurance coverage for the Deputy's dependants up to the dollar amount of \$250.00.

Article II

Section K- Hours of Work

The Guild proposes that the County change the five (5) day eight (8) hour work week , to a four (4) day ten (10) hour work week for the Deputy Sheriff work force. Extensive research was done on this subject by the arbitrator and it was concluded that for a work force, such as Deputy Sheriffs in this case, that there are clearly some advantages to the implementation of a four (4) day ten (10) hour work week. It is also clear that such a change in work week creates some very complex problems and that there are a number of impacts that must be administered in such a work week program. It is also noted that evidence was presented that a ten (10) hour four (4) day work week had been instituted and discarded in the past.

The County seeks the status quo and opposes the implementation of the ten (10) hour four (4) day work week. It is concluded by the arbitrator that the implementation of a ten (10) hour four (4) day work week might well be a clear benefit to both the County administrators and to the Deputy work force and should be further examined in detail in the collective bargaining process. It is further concluded that this issue contains such a degree of complexity that such a work week change should be the product of careful negotiations between the County and the Guild in future contract negotiations rather than the product of the process of Interest Arbitration. Additionally it is noted that the existing contract provisions provide for, if not encourage the exploration and the institution of the ten (10) hour four (4) day work week.

Accordingly, it is the award of the arbitrator that there be no change in Section K- Hours of Work from this Interest Arbitration award.

Article II

Section L- Overtime

1- Civil Case Exclusion

In paragraph 5 of Section L-Overtime the Guild requests the removal of the phrase "except in civil cases" for call back from Deputies time off from their job. The Guild also calls for the increase from "two (2) hours pay" to "three (3) hours pay for the call back at the applicable overtime rate" for Deputies being called from off duty to testify in court.

It is the conclusion of the arbitrator that the Guild's proposal to remove "except in civil cases" from the overtime provision is reasonable, since the Deputy is required to use his off duty time in an identical manner whether the case is "criminal" or "civil" and that it is a call back from leave about "...events arising out of their employment..." which is the cause of the call back.

According, it is the conclusion of the arbitrator that the phrase "except in civil cases" should be removed from Section L- Overtime of the agreement and that the Deputies should receive the same "report back to work" pay for civil cases as they now do for "criminal" cases.

2- Call Back Pay

The Guild also proposes the increase in minimum hours a Deputy is to be paid for "report back to work pay" from two (2) hours to three (3) hours of overtime pay.

The County opposes increasing the minimum hours to be paid from two (2) hours to three (3) hours of overtime. The County also divides the "Call Back Pay" issue into two issues. The County proposes that there should be two types of "call back":

1. When an employee is called back to work after completing his or her shift, when on vacation and when on a day off.
2. When a Deputy is scheduled to appear in court.

Since the majority of the comparable jurisdictions pay three (3) hours of overtime pay or more rather than two (2) hours in the existing agreement it is concluded that the Guild's request to increase the hours from two (2) hours to three (3) hours of overtime pay is reasonable and should be awarded to the employees. And, that there is little difference of the impact on the employee whether he is called in from a day off or vacation, possibly because of an emergency and when the employee has a scheduled appearance in court, there should be the same granting of three (3) hours overtime for call back pay.

Accordingly it is the award of the arbitrator that the amount of overtime to be paid to an employee for a call back should be a minimum of three (3) hours overtime pay.

The Guild proposes the elimination from the existing agreement, in its entirety paragraph 6 of Section L- Overtime. Paragraph 6 states "Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime".

The County opposes this proposal and seeks the status quo.

It is the conclusion of the arbitrator that non-mandatory training requested by a Deputy, is not normally a subject involved in overtime pay. Though training is normally a very valuable asset to both the employee and the employer, in the context of this Interest Arbitration it is not appropriate.

Accordingly, it is the award of the arbitrator that the Guild proposal to eliminate paragraph 6 of Article II Section L- Overtime is denied.

Article III

Section B-Annual Leave

The County proposes a reduction of the Annual Leave benefits. The current agreement states:

- "1. Annual leave with pay shall be earned by employees as follows:
 - a. Upon employment.....80 hours per year
 - b. Upon completion of five (5) years of employment.....160 hours per year
 - c. Upon completion of ten (10) years of employment.....200 hours per year
 - d. Upon completion of fifteen (15) years of employment...240 hours per year

2. Employees shall attempt to use annual leave during the year in which it is earned. No more than three hundred sixty (360) hours of annual leave may be carried from one calendar year to the next.

3. Upon separation of any employee by retirement, resignation with two weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation."

The County proposes an annual leave scale that reduces the overall annual leave benefit to employees. It is:

<u>"Years of Service</u>	<u>Current</u>	<u>Proposal</u>
0-5 years	80 hours	80 hours
6-10 years	160 hours	120 hours
11-15 years	200 hours	160 hours
Over 15 years	240 hours	200 hours"

The County proposes a maximum cap of 5 weeks (200) hours. It does make an exception to this cap by stating:

"All Deputies who have exceeded 200 hours annual leave may continue to accrue at 240 hours annually".

The County argues that the existing annual leave benefits for the Deputies is higher than most of the comparable jurisdictions. Review of the evidence presented indicates that the County's conclusion is correct. However the "comparables" used by the County to make the comparison include two comparables from Eastern Washington that are not accepted for use as "comparables" in this case.

Since the evidence shows that the current annual leave benefits are higher than many of those in comparable jurisdictions, it is concluded that there should be a reduction in the annual leave rate. Accordingly, the rate of annual leave should be reduced for those employees in the "10 to 15 years" of service category to 190 hours per year and those employees in the "over 15 years" of service category to 220 hours per year. The new Annual Leave scale is:

<u>Years of Service</u>	<u>Hours of Annual Leave Earned</u>
0-5 years	80 hours
6-10 years	160 hours
10-15 years	190 hours
Over 15 years	220 hours

All Deputies who have exceeded the 10 years of service category as of January 1, 1999 shall not have their annual leave reduced. They shall be awarded annual leave on the scale of the existing (1996) contract: 10 to 15 years of service at 200 hours per year and for those who currently have over 15 years of service their annual leave shall remain at 240 hours.

Also it is determined that the maximum amount of hours that may be carried from one calendar year to the next is to remain at 360 hours.

Article III

Section C- Sick Leave

The County proposes that the amount of sick leave given the employees should be reduced. The County proposes that the current Sick Leave benefit to employees of 120 hours earned per year, ten (10) hours per month, should be reduced to eight (8) hours earned per month or 96 hours per year.

A review of the comparables used in this case indicates that the existing sick leave benefit to employees is higher than in many of the comparable jurisdictions and that a reduction in sick leave benefits might be justified. Since sick leave is a benefit that is designed to assist employees who become ill or suffer a disabling injury, and that the work of a Deputy Sheriff is among the most hazardous of occupations, it is the conclusion of the arbitrator that it would not be proper to reduce in any way the sick leave benefits. It is noted that a downward adjustment is made in the

award in this case in the Annual Leave benefits. Accordingly the County's proposal to reduce the sick leave benefits of Section C-Sick Leave is denied.

Article V- Term

The Guild proposes that the term of the instant agreement in Interest Arbitration be of two years in duration, effective for the contract period of January 1, 1997 through December 31, 1998. The employer proposes that the contract be of longer duration, requesting that the County and the Guild be given a time of relief, a breathing space, from the pressure of contract negotiations.

It is the conclusion of the arbitrator that the County is quite correct in its request for a breathing period from negotiations. It is also of importance for the parties to have a time to operate under the contract awarded from this Interest Arbitration case, to determine the propriety and effectiveness of the provisions of this Interest Arbitration award and prepare adjustments to it.

Accordingly, it is the award of the arbitrator that this Interest Arbitration award be effective for three (3) years in duration, from January 1, 1997 through December 31, 1999 and that the Article V- Term provision should state:

Article V- Term

This agreement shall be in full force and effect between the Guild and Employer, Kitsap County, from January 1, 1997 through December 31, 1999.

Roger Buchanan

Roger Buchanan, Impartial Arbitrator

December 8, 1998

Date