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PUBLIC EMPLOYMENT
RELATIONS COMMISSION

IN THE MATTER OF THE)
INTEREST ARBITRATION BETWEEN)
SPOKANE COUNTY)
and)
SPOKANE COUNTY DEPUTY)
SHERIFF'S ASSOCIATION)
_____)

**INTEREST ARBITRATION
OPINION AND AWARD**

Date: June 5, 2001

**OPINION AND AWARD
OF
THE INTEREST ARBITRATOR**

Interest Arbitration Panel

**Michael H. Beck, Interest Arbitrator
Pat J. Dalton, Employer Panel Member
Mark E. Brennan, Union Panel Member**

Appearances

**For the Employer: Otto G. Klein, III
For the Union: Thomas R. Luciani**

INTEREST ARBITRATION OPINION AND AWARD

SPOKANE COUNTY

and

SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION

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OPINION OF THE INTEREST ARBITRATOR

PROCEDURAL MATTERS

The Arbitrator, Michael H. Beck, was selected by the parties to conduct an Interest Arbitration pursuant to RCW 41.56.450. The Arbitration Panel included Employer Member Pat J. Dalton, Senior Assistant City Attorney from the City of Spokane, and Union Member Mark E. Brennan of the law firm of Webster Mrak & Blumberg.

A hearing in this matter was held on January 23 and 24, 2001 at Spokane, Washington. The Employer, Spokane County, was represented by Otto G. Klein, III of the Summit Law Group, PLLC. The Union, Spokane County Deputy Sheriff's Association, was represented by Thomas R. Luciani of the law firm of Stamper, Rubens, Stocker & Smith, P.S. At the hearing the testimony of witnesses was taken under oath

and the parties presented a substantial amount of documentary evidence. A court reporter was present at the hearing, however a transcript was not prepared.

The parties agreed upon the submission of simultaneous posthearing briefs which were filed by both parties and received by the Arbitrator on March 12, 2001. The parties also agreed at my request to waive the statutory time requirement for issuance of a decision.

On May 25, 2001 the Arbitration Panel, via telephone conference call, discussed the issues before the panel. This discussion was very helpful to me and I thank my fellow panel members for their efforts in this regard.

ISSUES IN DISPUTE

The issues before the Arbitration Panel are set forth below:

1. Wages and Deferred Compensation
2. Medical Benefits
3. Specialty Pay
4. Personal Holidays
5. Uniform Allowance

STATUTORY CRITERIA

RCW 41.56.465 directs the Arbitrator, in making his decision, to be mindful of the legislative purpose enumerated in RCW 41.56.430 and to “take into consideration the following factors:”

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

(c)(i) For [law enforcement officers] 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 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. . . .

The legislative purpose your Arbitrator is directed to mindful of in making his determination is set for in RCW 41.56.430 as follows:

The intent and purpose of [this chapter] is to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated service of these classes of employees is vital to the welfare and public safety of the state of Washington; that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes. (Reviser's note omitted.)

BACKGROUND

The Union represents a unit of Deputy Sheriffs, Detectives, and Sergeants. Employer Labor Relations Manager Gary A. Carlsen testified that there are approximately 194 employees in the bargaining unit of which about 140 are in the job classification of Deputy Sheriff, about 32 in the job classification of Detective/Corporal, and about 22 in the job classification of Sergeant. The parties agree that the Collective

Bargaining Agreement should be for the three year period January 1, 2000 through December 31, 2002.

The parties are also in agreement that the appropriate comparables are those determined by Arbitrator Krebs in his July 12, 1999 arbitration decision regarding the wage issue for the parties' 1997-99 Agreement. These comparables are the following five counties:

1. Clark
2. Kitsap
3. Pierce
4. Snohomish
5. Yakima

WAGES AND DEFERRED COMPENSATION

The Proposals

The Union seeks for the year 2000, a 4% wage increase for all ranks; for the year 2001, the Union proposes a 4% wage increase for all ranks plus a 1% matching deferred compensation program; and for the year 2002, the Union proposes a 4% wage increase for all ranks plus a 1% matching deferred compensation program.

The Employer proposes a wage increase of 2% for all ranks for each year of the three year Agreement. The Employer opposes establishing a matching deferred compensation program.

This arbitration was quite unusual in one respect, the Sheriff, Mark Sterk supported not only the implementation of the Union wage proposal but several other

Union proposals. While I have certainly considered the Sheriff's testimony, I have relied on Mr. Carlsen and Employer counsel for the County's position.

Failure to Bargain in Good Faith

The Union spent a significant amount of time during the hearing and in its brief on its contention that the Employer has not bargained in good faith in the manner in which it conducted negotiations leading up to this Interest Arbitration. In particular, the Union points to the fact that it made six written requests during the period March 2000 through December 2000 for the calculations used by the Employer to substantiate its 2% per year wage offer. However, the Union received no reply until January of 2001 when the Employer, through its counsel, stated that its offer was not based on precise calculations but was supported by the statutory factors and the lower cost of living in the Spokane County area than in many of the comparable jurisdictions. (Union Exhibit A.)

The Union characterizes this conduct by the Employer as precisely the game of "hide-and-seek" that the Washington Supreme Court held constituted an unfair labor practice in City of Bellevue v. The International Association of Firefighters, Local 1604, 119 Wn. 2d. 373 (1992). This case does hold that the duty to bargain, including the duty to provide relevant information needed to carry out collective bargaining responsibilities, continues after PERC certifies unresolved collective bargaining issues to Interest Arbitration. However, the case also holds that the unfair labor practice determinations are within the jurisdiction of PERC. Here, as the Employer points out, the Union did not file an unfair labor practice complaint with PERC.

Additionally, I note that the Union contends that the remedy the Arbitrator should apply for the Employer's alleged failure to bargain in good faith is that the Arbitrator

should begin his analysis of the appropriate wage increase at 3% as that is the lowest percentage increase for the year 2000 granted to any comparable. Since it is not for the Arbitration Panel to determine if the Employer bargained in bad faith in violation of state law, the Arbitration Panel cannot adopt the remedy sought by the Union.

The Comparables

As both parties recognize, pursuant to RCW 41.56.465 (c)(i), a major factor to be considered is a comparison of wages, hours, and conditions of employment of the employees involved in the proceedings with the wages, hours, and conditions of like personnel of like employers of similar size on the west coast. Here, as already indicated, the parties have agreed on five such comparable employers.

All of the comparables have settled their contracts for the year 2000.

Approximately 72 % of the bargaining unit employees are classified as Deputy Sheriffs. Therefore, the first appropriate comparison is that of the Top Step Deputy Sheriff in Spokane County vis-a-vis the comparables. In compiling Chart No. 1 below, I have relied on Union Exhibit E and Attachment D to the Employer's brief. Where there are differences between those exhibits, I have explained my resolution of the matter in an accompanying footnote. Also some figures varied by one dollar, apparently due to rounding. However, a one dollar difference had no effect on the overall percentages.

CHART No. 1

TOP STEP DEPUTY SHERIFF MONTHLY RATE

	1999	2000	PERCENT INCREASE
CLARK	\$3,889	\$4,025	3.5%
KITSAP	\$3,946	\$4,084 ¹	3.5%
PIERCE	\$4,173	\$4,298	3.0%
SNOHOMISH	\$4,002	\$4,122 ²	3.0%
YAKIMA	\$3,770	\$3,883	3.0%
AVERAGE	\$3,956	\$4,082	3.2%
SPOKANE	\$3,856	\$3,856 ³	
AVERAGE VERSUS SPOKANE	2.6%	5.9%	

1. For Kitsap County the Union shows a figure of \$4,105 while the Employer shows a figure of \$4,064. This difference is apparently caused by the fact that the Employer used a 3% increase while the Union used a 4% increase to calculate the rate for the year 2000. However, the Kitsap County Agreement provides for a 3% increase effective January 1, 2000 and a 1% increase "effective with the first full pay period beginning on or after July 1, 2000." Thus, in compiling my figure for the year 2000, I have averaged the two wage increases resulting in my using a figure of 3.5% to reflect the appropriate increase in Kitsap County for the year 2000.
2. With respect to Snohomish County both parties use the figure \$4,122 even though the raise reflected in that figure was not effective until April 1, 2000. Since neither party made an adjustment, I used the figure of \$4,122 to reflect the raise for the entire year.
3. The 1999 rate is used here for Spokane.

Detective Dan Blashill testified that the average length of service unit wide, that is taking in all three classifications, was between 10 and 11 years. The Employer placed in evidence a chart compiled as of July 11, 2000 (Exhibit No. 10) showing that there were 196 employees in the unit of which 106, or about 54%, had less than 11 years of service in the unit. Additionally, Arbitrator Krebs, in his July 1999 Interest Arbitration also

considered the 10 year Top Step Deputy an appropriate comparison point. Finally, in this regard, both parties provided exhibits which made a comparison for the 10 year Top Step Deputy Sheriff with longevity. Following the same system I used with respect to Chart No. 1, in resolving differences between Employer Attachment D and Union Exhibit E, I have set forth below Chart No. 2 comparing the 10 year Deputy Sheriff with longevity in Spokane County with the comparables.

CHART No. 2

TEN YEAR DEPUTY SHERIFF WITH LONGEVITY

Monthly Rate

	2000
CLARK	\$4,427
KITSAP	\$4,155¹
PIERCE	\$4,298
SNOHOMISH	\$4,266
YAKIMA	\$3,960
AVERAGE	\$4,221
SPOKANE—1999	\$3,991
AVERAGE VERSUS SPOKANE	5.8%

1. See Footnote No. 1 under Chart No. 1. With respect to the 10 year Deputy in Kitsap County, the Union shows a figure of \$4,176 while the Employer shows a figure of \$4,135.

Employer Exhibit No. 10, showing the distribution of bargaining unit employees by length of service does not indicate the job classification of the employees. It does show, however, that 40 employees had completed between 11 years of service and less than 16 years of service. Thus, 146 of the 196 bargaining unit employees as of July 11,

2000 had completed less than 16 years of service, which constitutes about 75% of the bargaining unit. Based on the foregoing, it is appropriate to also make a comparison of the 15 year Deputy Sheriff in Spokane with employees in the same situation at the comparables. The Employer made these comparisons (Attachment D to the Employer's brief), but the Union did not. Using the Employer figures and making the same adjustment for Kitsap County as was made with respect to Charts No. 1 and No. 2, these comparisons are set forth below in Chart No. 3.

CHART No. 3

DEPUTY SHERIFF WITH LONGEVITY

	2000—15 YEARS
CLARK	\$4,427
KITSAP	\$4,166 ¹
PIERCE	\$4,297
SNOHOMISH	\$4,848
YAKIMA	\$3,999
AVERAGE	\$4,347
SPOKANE—1999	\$4,068 ²
AVERAGE VERSUS SPOKANE	6.9%

1. Top Step Deputy Sheriff at Kitsap County receives \$4,084 (see Chart No. 1). A 15 year Deputy at Kitsap County receives a longevity premium of 2%.
2. An employee who has completed 15 years at Spokane County receives a longevity premium of 5.5%.

If we look at the difference between Spokane Top Step Deputies at the three key points in their careers described in the above charts, the difference between their present compensation (1999) and that of the comparables in 2000 can be summarized as follows:

CHART No. 4

PERCENTAGE DIFFERENCE BETWEEN AVERAGE OF 2000 COMPARABLE WAGE AND SPOKANE COUNTY 1999 WAGE

	TOP STEP	WITH 10 YEARS	WITH 15 YEARS
AVERAGE VERSUS SPOKANE	5.9%	5.8%	6.9%

As the Employer points out, the parties have negotiated a generous education incentive benefit. Thus, a bargaining unit member with an AA or AS degree receives a premium of 3.5%, with a BA or BS a 7% premium, and with an MS, MA, or MBA a 9% premium. The 1997—99 Agreement requires that an employee choose either to receive longevity or to receive the educational incentive premium. Carlsen testified that the parties have agreed that an employee can change the choice previously made so that the employee may receive either the longevity premium earned or the educational incentive premium earned, whichever is higher.

In support of its position that the educational incentive benefit should be considered, the Employer points to the fact that Arbitrator Krebs, in his July 1999 Award, set forth a comparison between Spokane County and the comparables based on a Deputy with 10 years longevity and with a BA. Using the figures in Attachment D to the

Employer's brief (without making any adjustments) the average in the comparables for the year 2000 for a Deputy with 10 years longevity and a BA is only about one half as much above Spokane County as is the average in the comparables when only longevity is considered for the 10 year Deputy.

The only evidence contained in the record regarding how many employees in the bargaining unit have earned degrees qualifying them for an educational incentive is the testimony of Sergeant Jeff Tower who testified that with respect to "new hires," about 20% have BA degrees and about 40% have an AA degree. Assuming new hires to refer to employees with less than one year of seniority, I note that as of July 11, 2000 there were nine employees with less than one year of seniority. In the absence of evidence indicating the number of employees who have earned degrees qualifying for educational incentive and at what point these employees fit on the seniority ladder, I cannot find educational incentive to be a relevant consideration. Unlike longevity, educational incentive is not a benefit that applies to all employees who have completed a certain number of years with the Employer.

Cost of Living

One of the statutory criteria to be considered by the Arbitration Panel is the cost of living described by the statute as the "average consumer prices for goods and services." The Bureau of Labor Statistics (BLS) publishes various Consumer Price Indexes (CPI) including U.S. and Seattle area indexes.

I have been serving as an Interest Arbitrator in the State of Washington for over 20 years. My experience leads me to conclude that the most often used BLS index is the

Seattle area CPI-W. However, I recognize, as the Employer points out, that the BLS recommends use of one of the national indexes rather than a local index for inclusion in contracts because the local indexes, such as the Seattle area index, is published less frequently and based on a smaller sample, thus being more volatile and subject to measurement error.

In view of the two factors described above, I have determined to set forth relevant figures for both the U.S. CPI-W and the Seattle area CPI-W. In order to compare these indexes it is appropriate to pick dates in which both the Seattle and U.S. indexes are published. Bargaining for a collective bargaining agreement beginning January 1, 2000 would normally take place in the summer and fall of 1999. In August of 1999 the increase in the U.S. CPI-W was 2.4% while the increase in the Seattle area CPI-W was 3.1%. In October of 1999, the next time a figure is recorded for both indexes, the U.S. CPI-W was at 2.7% while the Seattle area CPI-W was at 3.2%.

Considering the same indexes in connection with the year 2001, I note that the U.S. CPI-W in August of 2000 was at 3.4% while the Seattle area CPI-W was at 3.9%. In October of 2000 the U.S. CPI-W was at 3.4% while the Seattle area CPI-W was at 4.3%. The very last figure available for both of these indices is in April of 2001, where the U.S. CPI-W stood at 3.3% and the Seattle area CPI-W stood and 3.5%.

The Bureau of Economic Affairs of the Department of Commerce publishes an index called the Implicit Price Deflator. Mr. Carlsen testified that the Price Deflator is employed under Washington State Law as the limit factor for property tax increases under Referendum 47. The Union in its brief points to the fact that the Implicit Price Deflator stood at 2.09% in January of 2000 and thus it was very close to the Employer's

2% offer beginning January of 2000. However, Mr. Carlsen admitted on cross-examination that the Employer did not rely on this index in constructing its 2% proposal. Furthermore, there is no claim here by the Employer of an inability to pay even the full Union proposal if it were granted by the Arbitration Panel.

Perhaps the largest single amount of time spent during the hearing was litigating the question of whether or not the cost of living in Spokane County is less than that in counties on the west side of the state, and particularly with respect to the two counties in the Seattle I-5 corridor, namely Pierce and Snohomish Counties. I have carefully reviewed all of that testimony, as well as the numerous arbitration decisions provided by the Employer. The evidence supports the conclusion that Interest Arbitrators in Washington State have recognized that there is a lower cost of living in Eastern Washington than in Western Washington. However, there is no agreement on what that difference is and, of course, the difference may change from time to time.

One of the difficulties in this case, unlike many of the arbitrations involving Eastern Washington jurisdictions, is that this arbitration involves by far the largest county in Eastern Washington and, therefore, comparables of similar size in Washington are generally located in Western Washington, as is the case here with four of the five comparables. However, it is appropriate pursuant to RCW 41.56.465 (f) to consider as a factor "normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment," the differences in cost of living between various labor markets.

In his July 12, 1999 Opinion and Award, involving these parties, Arbitrator Krebs did not set forth a specific "discount factor" between Spokane County and other Western

Washington Counties, but did conclude that the cost of living in the Seattle metropolitan area was higher than the cost of living in the Spokane area. In this regard he concluded:

This difference in the cost of living should be considered when comparing the wages of the Employer with that of the comparables in larger metropolitan areas, particularly the Seattle Metropolitan Area. (Exhibit No. 98 at pg. 19.)

Arbitrator Gary L. Axon, on August 9, 2000 issued his Interest Arbitration Opinion and Award in Spokane County and the Washington State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, Local 492 settling the contract for the years 1999 through 2001 for Correctional Officers. In making that Award, Arbitrator Axon also found that there was a higher cost of living in Western Washington than in Eastern Washington. He did not attempt to set a specific "discount factor" but he did state in connection with making his wage Award that it would "not push the wage schedule of Spokane County Correction Officers into the upper levels of that paid on the west side." (Exhibit No. 99 at pg. 29.)

Automobile for Commuting

Bargaining unit members at the comparables are provided with a car for the purpose of commuting to and from work. In Spokane County only a few bargaining unit members are given this benefit. Dr. David Knowles, an economist, testified that he thought this benefit was worth \$275 per month. The Employer did not put on evidence to contradict this figure. Arbitrator Krebs, in his July 1999 Arbitration Opinion, recognized that there was a monetary value to what he termed this "commuting privilege" (pg. 17) but found that the record did not provide precise evidence regarding the use of an automobile on a part-time basis.

A \$275 per month benefit is certainly a significant benefit. However, Dr. Knowles testified that his \$275 per month conclusion was based on an estimate and that there was not a precise way to measure this benefit. Additionally as the Employer points out, the provision of a car for commuting has traditionally not been included as a factor to be considered in setting wage rates. This benefit is very different in nature than wages and a longevity premium. Therefore, it seems most appropriate for the Union to seek this benefit separately as has been done in the other comparables. However, it is clear that receiving a car for commuting does provide a benefit even if one cannot precisely determine a monetary amount. Furthermore, the provision of a car to bargaining unit members is a cost to the County. Thus, I do think it appropriate in considering the overall wage rate to take into account the fact that, unlike their fellow bargaining unit members in the other comparables, the bargaining unit members in Spokane County, with some exceptions, do not receive this benefit.

Conclusion

I have carefully considered the other factors raised by both parties. None of these in the factual circumstances here are sufficient to affect my conclusion on wages, and, therefore, I have not separately discussed them. I have determined that in the year 2000 Deputies and Detectives should receive an increase of 3.7%. While I recognize that this is .5% higher than the average increase in the comparables, it still leaves the average of the comparables higher than Spokane County as indicated in Chart No. 5 below:

CHART No. 5

SPOKANE VS. THE COMPARABLE AVERAGE, YEAR 2000

	DEPUTY TOP STEP	DEPUTY 10 YEAR	DEPUTY 15 YEAR
COMPARABLE AVERAGE	\$4,087	\$4,221	\$4,347
SPOKANE	\$3,999	\$4,139	\$4,219
AVERAGE VERSUS SPOKANE	2.2%	2.0%	3.0%
SPOKANE RANKING AMONG THE COMPARABLES	5 of 6	5 of 6	4 of 6

The 3.7% increase here in the year 2000 is similar to the 3.5% increase given in the year 2000 to Correctional Officers by Arbitrator Axon who used the same comparators as agreed to here. Additionally, in discussing his Award of 3.5% for 1999, the first year of the Correctional Officer Agreement, Arbitrator Axon noted that with respect to the 10 year Correctional Officer, who he used as the standard for his comparability analysis, the increase of 3.5% left the Spokane Correctional Officer with a wage rate below that of three of the five comparables, thus placing Spokane Correctional Officers fourth of six. In noting that his Award left Spokane Correctional Officers slightly behind Clark, Pierce, and Snohomish County, Arbitrator Axon stated his Award represented a "reasonable reflection of the historical cost of living differences between east-side and west-side Washington jurisdictions." (Pg. 29.) In this regard, I note that my Award leaves Spokane from 2% to 3% below the average and fifth of six with respect

to the top step and ten year Deputy and fourth of six with respect to the 15 year Deputy. I have made this Award despite the fact that as to population, Spokane is only .7% behind the average of the comparables and third of six among the comparables. (Employer Exhibit No. 14.) Thus, I have taken into account the cost of living differences between Eastern Washington and Western Washington jurisdictions.

The Union's one percent matching deferred compensation proposal is denied. No other comparable provides a deferred compensation program nor is it provided to any other bargaining unit at the Employer.

The Employer points out that Sergeants in Spokane are better compensated than they are in the comparables. Thus, the Employer argues that if the Arbitrator determines to provide more than 2% for Deputies and Detectives, he should still limit the raise to Sergeants to 2%. In this regard, I note that Union Exhibit E indicates that in 1999 the Sergeant in Spokane County earned 6.1% more than the average Sergeant in the comparables and that even when one compares the 1999 Sergeant rate to the average comparable Sergeant rate for the year 2000, the Spokane County Sergeant earns 2.7% more than the average. Furthermore, Employer Exhibit No. 49 indicates that even with only a 2% raise in Spokane County for the year 2000, the Spokane Sergeant receives from a 4% higher wage with ten years of seniority up to 9.5% higher wage with 25 years of seniority than does the average Sergeant of the comparables. Additionally, the Employer supplied Exhibit No. 52 which shows the differential between Top Step Sergeants and Deputies for the year 2000 in both Spokane and the comparables. The average differential in the five comparables is 15.5% and the differential for Spokane for

1999 is 25.6%, indicating that the differential in Spokane is approximately 10% higher than the average comparable differential between Sergeants and Deputies.

In view of all of the foregoing, I think it is appropriate, at least in the first year, to provide the Sergeants with a reduced wage increase from that given the Deputies and Detectives. Therefore, the Sergeants will receive an increase of 2.5% for the year 2000, but will receive the same increase for the following two years as do the Deputies and Detectives. Also, I note that Arbitrator Krebs in his July 1999 Arbitration Opinion also recognized the significantly greater wages paid to Sergeants in Spokane than in the comparables and the significantly greater differential between Sergeants and Deputies in Spokane than in the comparables. He also determined to provide the Sergeants in Spokane with a 2.5% increase for the first year of the 1997—99 Contract, while providing the Deputies and Detectives with a 3.5% increase.

With respect to the second and third years of the Agreement, two of the five comparables contracts have been settled for each of those three years and one of those two, Kitsap County, is dependent on a CPI figure not yet available. This is not a representative sample upon which to base my conclusions for the years 2001 and 2002. It seems more appropriate to me to rely on the cost of living for the second two years of the contract, particularly since I placed significant reliance on the comparables for the first year of the contract.

Exactly which CPI figures to use must be determined. As I said earlier in this Opinion, it is my experience regarding Washington labor contracts that the Seattle CPI is much more often used than the U.S. Index. In fact the Kitsap County Contract refers to the Seattle CPI with respect to determining the wage rate in that county for the year 2002.

There is not specific evidence of a practice in Spokane County. Arbitrator Krebs listed both the U.S. and Seattle indexes in his consideration of cost of living but did not specifically rely on either one. Arbitrator Axon did specifically refer to the Seattle area CPI but also did not use the CPI to set the wage rate.

In view of the recommendation of the BLS to use national rather than local indexes for labor contracts, I have determined to use the U.S. CPI-W. When one reviews both the CPI-W and CPI-U for August 2000 and October 2000 each of those four indexes indicates an annual increase of 3.4%. On the other hand, the Seattle area index lists four different figures for each of the four indices (CPI-W August 2000, 3.9%; October 2000, CPI-W 4.3%; August 2000, CPI-U 4.0%; and October 2000, 4.2%). The figures provide support to the conclusion of the BLS regarding the volatility of the Seattle index.

It is appropriate to select one index for use in calculating the 2001 wage. Therefore, I shall order that the increase in the year 2001 be based on the increase in the cost of living between October 1999 and October 2000 in the U.S. CPI-W, which, as already indicated, is 3.4%.

With respect to the year 2002, I shall use the U.S. October 2000 to October 2001 percentage increase in the U.S. CPI-W. This will allow the parties enough time to compute the necessary wage increases before the start of the year and still allow the CPI increase to be based on the increase in the cost of living during most of the year prior to 2002.

I have rejected the Employer's contention that in setting wages based on the CPI, I should use a 90% figure. In making this decision, I note that the BLS has established a

new formula in calculating the basic components of the CPI as of January 1999 in order to correct the prior method which the BLS determined created upward biases in the CPI.¹

MEDICAL BENEFITS

Presently the Employer provides three medical plans. These plans are the Group Health Plan, the MSC Traditional Plan and the MSC Preferred Provider Option (MSC-PPO). The Employer seeks to eliminate the MSC Traditional Plan, pointing out that presently all Employer bargaining units and all unrepresented employees have available only the MSC-PPO and the Group Health Plan. In further support of its proposal, the Employer points out that only 27 bargaining unit employees have selected the MSC Traditional Plan.

The Union proposes no change to the current medical benefit provision of the Agreement.

Under the County proposal, all costs of coverage under the MSC-PPO plan would be borne by the County. Additionally, employees who elect to be covered by Group Health would have either employee and spouse coverage or employee and dependent children coverage fully paid. However, an employee who wants full family coverage, that is for spouse and children, would presently be required to pay \$41. Presently the contractual requirement that the Employer pay 90% of the MSC Traditional plan full family premium is sufficient to cover full family premium at Group Health. However, as I understand the Employer proposal, the 90% funding mechanism would move from the MSC Traditional plan to the Group Health plan and thus employees wanting full family

¹ See Municipal Research and Service Center, May 25, 2001 update, <http://www.mrsc.org/finance/01page.htm>.

coverage would have to pay 10% which presently is \$41 per month. Further, the County proposal requires that if in the year 2002, the Group Health premium raised above its current \$517, then such increases would be split 50/50 between the Employer and the employee.

In view of the fact that all other employees at the Employer are now under a two plan system it is appropriate to require that the Deputy Sheriffs also be placed under the two plan system. However, as Mr. Carlsen testified, there are approximately 120 employees in a professional and technical unit represented by Local 17, who although under the two plan system are guaranteed 100% premium coverage.

The Union, at page 8 of its brief, although again making clear that it does not want to see a reduction in the number of plans, states that, at the very least, if the Arbitrator orders the Deputy Sheriffs to accept the two plan system he should do so at no premium cost to the employee, that is the plans should be fully funded by the Employer. I shall order that commencing with the beginning of the next plan year, the Employer may institute the two plan system and continue it during the term of the contract, provided that it fully funds the premiums.

The Union proposes that the Employer provide Lasik vision surgery. Sergeant Martin O'Leary testified that there are a number of situations where it would be quite helpful for officers not to have to wear corrective lenses. Sergeant O'Leary testified that the Union was not taking the position that every bargaining unit member needed to have Lasik surgery provided, but that a process needed to be put in place in order to determine which employees perform work where the provision of Lasik vision surgery would significantly benefit the employee in performing his or her assigned work.

The Employer, in opposing the provision of Lasik vision surgery, does not dispute that Lasik vision surgery may benefit certain employees in performing their work, but points out that Lasik vision coverage is not provided by any of the comparables.

Based on the foregoing, I shall order that the parties engage in a joint study regarding the benefits, application to unit employees and costs of Lasik vision surgery in preparation for their bargaining for the contract commencing January 1, 2003.

SPECIALTY PAY

The Union makes three proposals regarding specialty pay, all of which the Employer opposes. First, the Union proposes that the current \$150 per month specialty pay for bomb squad members be changed to 5% of “regular monthly pay based on the rank of qualified individual.” (Letter from Union counsel to Arbitrator dated January 15, 2001, Employer Exhibit No. 3.) It is not clear, as the Employer points out, to exactly what this phrase refers. I note that the Union in its brief uses the phrase “current base wage.” (Union brief pg. 6.) The parties 1997—99 Agreement at Section 10.13 in referring to six different specialty pays other than the bomb squad provides that the percentage to be paid should be based on a “top step Deputy’s wage.” In 1999, \$150 came to 3.9% of a top step Deputy’s wage. In the year 2000, based on the raise I have ordered, the \$150 figure comes to 3.8% of the top step Deputy.

The Employer points out that no comparable pays more than 3.5% for bomb squad members. Based on this fact a 5% figure is not appropriate. However, it is appropriate to change the bomb squad premium from a fixed amount to a percentage amount since all of the other specialty premiums at the Employer are based on a

percentage. I shall therefore convert the \$150 premium to a percentage and order that the bomb squad percentage premium be 3.8%. Making this change will not raise the amount paid to the bomb squad, but will keep the amount from decreasing vis-a-vis salary increases.

Additionally in its January 15 2001 letter to the Arbitrator setting forth its specialty pay proposal, the Union states that all specialty pay should be based on the "rank of qualified individual." In its brief (pg. 5), the Union states that "all percentages shall be based upon the rank of the recipient." Again, as the Employer points out, it is not entirely clear what the Union is seeking here. Assuming that what the Union seeks here is that a Detective who performs a specialty would receive the premium based on the Top Step Detective rank and that a Sergeant who performs a specialty would receive the premium based on the Top Step Sergeant rank, I find myself in agreement with the Employer that such a change is not appropriate. Sergeants are already being paid an additional amount of money for performing the work of a Sergeant and Detectives are also being paid additional money for performing the work of a Detective. Therefore, it is appropriate to compensate each individual similarly for performing the same specialty work.

Finally with respect to the Union's proposal to add to the contract specialty pay in the amount of a 3% premium for tactical squad members and for motorcycle unit members, this request is not supported by the comparables, and therefore is denied.

PERSONAL HOLIDAYS

Pursuant to Article 6.2 of the parties 1997—1999 Agreement, employees are entitled to seven paid personal holidays per year. The contract is administered so that each employee has a bank of 56 hours, that is seven paid holidays times 8 hours. The Union proposes that a personal day be based on the schedule of the employee. Thus, if the employee works four ten hour days, he or she should receive seven ten hour days as personal holidays rather than seven eight hour days. The Employer opposes any change in the personal holiday provision of the Agreement.

I note the testimony of Carlsen that approximately 185 members of the bargaining unit work a schedule of four days of ten hours a week. Furthermore, Carlsen admitted that the Employer does require employees to take their personal days on a full day basis.

In view of the foregoing, it is appropriate to grant the Union's proposal with respect to personal holidays.

UNIFORM ALLOWANCE

Presently Spokane County provides a uniform allowance of \$750 a year. The Union proposes that that allowance be raised to \$1,000 per year and that the allowance for members of the motorcycle unit be raised to \$1,500 a year. The Employer proposes no change in the uniform allowance. The difficulty in making a determination here is that all of the comparables use a quartermaster system. Under that system, Deputies are issued their uniforms and will normally have replacements provided. They also receive a cleaning allowance.

The Union provided evidence that the cost of the basic uniform at Spokane County is \$1,027.07. (Union Exhibit H.) The Employer did not provide evidence controverting this figure. Carlsen testified that the \$750 uniform allowance was in effect when he came to work at Spokane County in 1994. An increase of \$250 would amount to a one third increase in the uniform allowance which is a very large increase.

I note that the U.S. CPI-W in January 1994 stood at 143.6 while in January of 2001 it stood at 171.7, an increase of 19.6%. Based on the foregoing I have determined to increase the uniform allowance by 20%, which comes to \$150. Therefore, the uniform allowance shall be \$900. While this may not fully cover the costs as outlined by Deputy Chuck Haley, it represents a significant increase in this benefit. This benefit shall commence with the current year, namely 2001.

The Union also sought an increase to \$1,500 for members of the motorcycle unit due to the cost of a leather jacket. The Employer maintains that this increase should not be provided. Sheriff Sterk, who as indicated above, supported just about all of the Union proposals, testified that a leather jacket would probably provide better protection than a nylon jacket for members of the motorcycle unit, but did not believe it was necessary for motorcycle employees to have a leather jacket.

Based on all of the foregoing, the Union's proposal in this regard is rejected.

AWARD OF THE INTEREST ARBITRATOR

Pursuant to RCW 41.56.450 having served as the Neutral Chairman of the Arbitration Panel duly constituted in this matter, I hereby make the following Award which is set forth below issue by issue.

I. Wages and Deferred Compensation

1. For the year 2000, all bargaining unit employees except Sergeants shall receive a wage increase of 3.7%. Sergeants shall receive a wage increase of 2.5%.
2. For the year 2001, all bargaining unit employees shall receive an additional wage increase of 3.4%.
3. For the year 2002, all bargaining unit employees shall receive an additional wage increase based on the percentage increase in the U.S. CPI-W between October 2000 and October 2001.

II. Medical Benefits

1. Commencing with the start of the next plan year, the Employer may eliminate the MSC Traditional Plan provided that the Employer funds the premium for the Group Health Plan and the MSC-PPO Plan at 100% during the term of the Agreement.
2. The Union's proposal that the Employer provide Lasik vision surgery is denied. The parties shall establish a joint committee to study the benefits, application to unit employees, and cost of providing Lasik vision surgery.

III. Specialty Pay

1. Section 10.13.1 of the Agreement shall be revised so that bomb squad members who are deemed qualified shall receive 3.8% per month of a top step Deputy's wage in addition to their regular pay.
2. All other Union proposals are rejected.

IV. Personal Holidays

1. The Union's proposal shall be granted so that employees working 10 hour days shall receive personal holidays to which they are entitled on the basis of a 10 hour day (seven paid personal holidays x 10 hours = 70 hours), while employees working eight hour days shall receive personal holidays to which they are entitled on the basis of an eight hour day (seven paid personal holidays x eight hours = 56 hours).

V. Uniform Allowance

1. Beginning with the calendar year 2001, bargaining unit employees entitled to a uniform allowance shall receive a uniform allowance of \$900 per year.

Dated: June 5, 2001

Seattle, Washington

S/MICHAEL H. BECK
Michael H. Beck, Interest Arbitrator