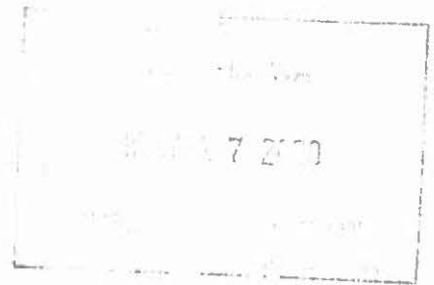


In the Matter of the Interest Arbitration  
between

Walla Walla County  
and  
Walla Walla Commissioned Deputies Association

Washington PERC Case No. 14798-I-99-327



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Interest Arbitrator's Opinion and Award

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Hearing Site: Walla Walla, Washington

Hearing Date: February 22, 2000

Record Closed: April 10, 2000

Representing Union: Daryl Garrettson  
Garrettson, Goldberg, Fenrich & Makler  
638 East Fifth Street  
McMinnville, Oregon 97128

Representing Employer: Ronald Knox  
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Date: May 15, 2000

Arbitrator: William Greer  
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## **I. Introduction**

The County and the Association negotiated for a collective bargaining agreement to be effective January 1, 1999 through December 31, 2001. On September 29, 1999, the Washington Public Employment Relations Commission (PERC) certified ten unresolved issues for interest arbitration, as provided in RCW 41.56.450.

On October 26, 1999, the County and the Association notified me of my appointment as their interest arbitrator. I conducted the interest arbitration hearing on February 22, 2000, in Walla Walla, Washington. I tape recorded the hearing, administered an oath to witnesses, and received exhibits offered by the parties. The parties had a full opportunity at hearing to present evidence, testimony, and argument.

At hearing, the parties waived any objections to interest arbitration. They also agreed that the terms of the 1996-99 collective bargaining agreement not reopened and tentative agreements had been resolved, and they agreed that the only issues remaining for interest arbitration were those certified by PERC. During the hearing, the Association agreed to the County's position on four issues: recognition (union security), use of reserve officers, bill of rights/investigation procedures, and shift staffing. The parties withdrew those issues from interest arbitration.

The issues remaining for decision are discussed below. The parties submitted post-hearing briefs by postmark of April 7, 2000. The hearing was closed on April 10, 2000, upon receipt of the briefs. (The parties agreed to a seven-day extension of the time for issuance of this award.) I have carefully evaluated all of the testimony, exhibits, and argument presented by the parties.

## **II. Criteria for interest arbitration determination**

RCW 41.56.465 provides that the following factors are to be considered by interest arbitration panels determining issues presented regarding uniformed personnel:

(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.

(2) Subsection (1)(c) of this section may not be construed to authorize the panel to require the employer to pay, directly or indirectly, the increased employee contributions resulting from chapter 502, Laws of 1993 or chapter 517, Laws of 1993 as required under chapter 41.26 RCW.

RCW 41.56.430, regarding uniformed personnel, provides that the intent and purpose of the 1973 statutory amendment in which the above interest arbitration criteria are included:

“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.”

Public safety labor and management have a duty to bargain in good faith. When negotiations do not result in a full collective bargaining agreement, the legislature has mandated that public safety labor cannot strike and management cannot implement its final offer. Instead, labor and management can continue the bargaining process, without a disruption of services, through interest arbitration.

The result of public safety negotiations and interest arbitration generally is based on how closely the positions of labor and management reflect the factors specified in RCW 41.56.465 and how well the parties support their proposals with valid documentation and testimony. An interest arbitrator reviews the parties' proposals, applies the evidence they present to the criteria specified in the statutes, and then crafts new terms for their collective bargaining agreement.

An interest arbitrator should not change employment terms unless that change is clearly warranted by the statutory considerations, particularly the prevailing practice of the jurisdictions that are the most significant comparators. The role of the interest arbitrator is to determine the terms and conditions of employment that are reasonable, under all the circumstances.

### **III. Comparable jurisdictions and other factors in comparisons**

Walla Walla County is located in southeastern Washington and employs approximately 17 commissioned deputy sheriffs. The Walla Walla Commissioned Deputies' Association represents a bargaining unit that consists of County employees in the classifications of Deputy Sergeant and Deputy. The Association bargaining unit consists of "uniformed personnel," as defined in RCW 41.56.030(7)(a)(ii).

The County also employs personnel represented by AFSCME Local 1191-WC (Current Expense Courthouse Employees), AFSCME Local 1191-Council 2 (Road Crew), and Office and Professional Employees Union Local 11 (Law and Justice Division).

One of the criteria for this interest arbitration determination is: "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 \* \* \*."

**Like personnel of like employers.** The parties agree that, for the purpose of this interest arbitration, comparable employment is limited primarily to deputy sheriffs employed by other counties.

**Size.** A primary comparability criterion specified by the statute is the “size” of other like employers. The “size” criterion can include total county populations (number of citizens subject to the general authority of a sheriff’s department), square miles (area within a sheriff’s jurisdiction), number of miles of roads (area to be patrolled, with reduced consideration of vast unpopulated areas), number of deputies in departments (possibly reflecting the rural or urban nature of a department and the character of its employees’ duties), and assessed valuation (a reflection of a county’s taxable assets).

**Location—west coast.** The statute also specifies that the location of an employer (“on the west coast of the United States”) is a factor to be considered. Individuals throughout the west coast can be drawn to employment with a particular employer due to many different considerations. More specifically, the citizens of Walla Walla County and other counties in proximity amount to a ready source of personnel for the County and other local employers. Those considerations are some of the “other factors” that are “normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment,” under RCW 41.56.465(1)(f).

The Association contends that the comparable Washington counties are those seven closest in size of population to Walla Walla County: Chelan, Clallam, Franklin, Grant, Grays Harbor, Lewis, and Mason. (Exhibit A 4-8.)

The County asserts that the comparable counties are those located in eastern Washington which have assessed valuations and populations within 50 to 150% of the valuation and population of Walla Walla County: Douglas, Franklin, Grant, Kittitas, Okanogan, Stevens, and Whitman.

The following table presents some of the parties’ evidence regarding those counties (County tabs C and E; Association A 4-18):

County	Total Population (1999)	Square Miles	Popul. per square mile	Assessed Valua'n (1997) (millions)	Per Capita Income (1999)	Miles from County Seat to Walla Walla County seat
Chelan	63,000	2918	21.6	3674	19,254	Wenatchee—180
Clallam	66,900	1753	38.2	3502	18,959	Port Angeles—352
Douglas	31,700	1831	17.3	1568	15,812	Waterville—196
Franklin	45,100	1253	36.0	1768	15,119	Pasco—45
Grant	70,600	2675	26.4	3026	15,278	Ephrata—132
Grays Harbor	67,700	1910	35.4	3015	17,411	Montesano—358
Kittitas	32,400	2317	14.0	1667	16,061	Ellensburg—168
Lewis	69,000	2423	28.5	3280	16,978	Chehalis—327
Mason	48,600	926	52.3	2909	17,363	Shelton—341
Okanogan	38,400	5301	7.2	1582	16,501	Okanogan—229
Stevens	38,000	2481	15.3	1497	13,583	Colville—240
Whitman	41,900	2153	19.5	1357	15,004	Colfax—99
Average	51,108	2328	26.0	2404	16,444	—
Walla Walla	54,600	1262	42.9	2310	17,106	—

Mileage source: Travelocity.com—Mapquest

All twelve of the proposed comparator counties have populations between 55% and 130% of Walla Walla County's population. According to one experienced and respected interest arbitrator, "[t]he 50% to 150% population standard is one that has been traditionally used in interest arbitrations." *City of Vancouver and Vancouver Police Officers Guild* (Beck December 1997), at page 11.

The physical size of the counties, when considered with their populations, indicates the number of citizens per square mile—some indication of the rural or urban character of a county. The twelve counties' assessed valuations are between 55% and 160% of Walla Walla County's valuation.

The parties agree that Franklin and Grant counties are comparators. The employment relations of those two counties are particularly significant in this interest arbitration. The other ten counties are sufficiently similar to warrant being comparators.

Other factors, however, limit my *weighting* of several counties in comparisons. Okanogan County is far larger than the other counties; has far fewer citizens per square mile; has one of the lowest assessed valuations; is in the far north of the state (as opposed to Walla Walla County being in the far south); and pays its deputies at a level significantly less than the other counties. (See the wage comparison table in section V.E.3., below.) Stevens County, again, is in the far north of the state and pays the lowest five-year deputy rate.

Clallam, Grays Harbor, Lewis, and Mason counties are similar to Walla Walla County in population and several other ways, but they are located in western to far western Washington. Chelan County's assessed valuation is significantly larger—about 160% of Walla Walla County's.

The per capita income of both Chelan and Clallam counties is significantly higher—and the per capita income of Stevens County significantly lower—than that of Walla Walla County. Per capita income likely is not a significant factor: both parties agree that Franklin and Grant counties are strong comparators, but both have significantly lower per capita incomes than Walla Walla County.

While comparators, some counties are relatively less significant in this interest arbitration than the other comparator counties that are physically closer to Walla Walla County and that have more similar valuations. One arbitrator has observed that the use of various Washington employers in comparisons “is more a question of relative ranking than one of what comparators are appropriate.” *Teamsters Local 58 and Cowlitz County* (Lehleitner 1996), at page 12.

In *Pullman Police Officers Guild and City of Pullman* (Gaunt 1997), at page 16, Arbitrator Gaunt stated that “[a]nyone who has negotiated collective bargaining agreements . . . is well aware of the impact that local labor markets can have on the setting of wage rates and benefits.” Arbitrator Gaunt quoted an article by UCLA Professor Irving Bernstein that stated local labor market comparisons “are preeminent in wage determination because all parties at interest derive benefit from them.” The professor observed that local comparisons permit an employee to make “a decision on the adequacy of his income” and permit an employer to assure that it “will be able to recruit in the local labor market.”

In *Kitsap County Deputy Sheriff's Guild and Kitsap County* (Buchanan 1998), at page 8, Arbitrator Buchanan also quoted Professor Bernstein. Arbitrator Buchanan further stated, at page 17, that interest arbitrators give the greatest consideration to "population, geographic proximity (i.e., labor market) and assessed valuation per capita" and that an interest arbitrator is to determine the labor market in which the employer competes.

The local labor market has a significant effect on the appropriate terms for this bargaining unit. The counties to the east of the Cascade Mountains are located in a position to compete in the local labor market of individuals who already live there or may move to that area, are interested in becoming deputies, and are qualified to become deputies. The compensation terms for counties in that market—Douglas, Franklin, Grant, Kittitas, and Whitman—have a greater weight in my decision than do the terms of the more distant counties.

#### **IV. Ability to pay**

**A. County finances.** Walla Walla County's assessed valuation increased from \$2,292,606,000 in 1997 to \$2,500,597,000 in 1998 (+9.1%), to \$2,571,069,000 in 1999 (+2.8%). In 1998, the County ranked 23 out of the 38 Washington counties in retail sales per capita. (County tabs B and D.)

According to the Association's analysis of audit reports, the County has annually underestimated its current expense fund revenues by an average of about \$560,000 (about 7.6%) over the past five years. (Exhibit A 4-13.) Simultaneously, the County annually has spent less of that fund than it has budgeted by an average of about \$448,000 (about 6.2%). (Exhibit A 4-14.) The Association's audit analysis shows that the County's current expense fund has had unappropriated funds in an average of about \$170,000 over the past four years. (Exhibit A 4-15.) At hearing, the County's financial analyst did not dispute the figures contained in the Association's analysis.

According to the County, its current expense and law & justice revenues increased from \$7.4 million in 1995 to \$10.5 million in 1999. However, those revenues are budgeted to decrease to \$9.4 million in 2000 and estimated to be \$9.4 million in 2001. (County Exhibit P.) The County's law & justice net cash and investment account balance has progressively declined from \$275,194 in 1994 to less than \$50,000 in recent years. (County exhibit entitled "history of ending net cash and investment balances.") In addition, the County argues that it must budget and retain certain funds for



several sorely needed construction and capital improvement projects.

The recent passage of Initiative 695, without other statewide changes, will significantly reduce County revenues. (The Association argues that I can take notice that a circuit court has invalidated that initiative; post-hearing brief at 12.) Alternatively, the legislature may revise the tax and revenue distribution system that assists in funding local government.

By offering wage increases that total 8% through 1999-2001, the County presumably has the ability to pay those sums without a reduction in services. The terms I award include that 8% increase and County payment of half of 2001 dependent health premiums—a 1.5% cost over the term of the contract. (For that calculation, see page 15.) The County clearly has some significant financial concerns, but it has not shown that it does not have the ability to pay that additional premium cost.

**B. Basis for estimated cost calculation.** For the purpose of making a rough estimate of costs, I assume: (1) the County employs 17 deputies at step 5 (\$3178.50 in 1998) for a monthly salary cost of \$54,034.50; (2) the County pays medical insurance premiums of \$333.03 toward employee insurance for the 17 bargaining unit members, a monthly insurance cost of \$5661.51. The County's total assumed salary and insurance cost for the bargaining unit, therefore, is approximately \$60,000.

## **V. Issues**

### **A. Health insurance—dependent coverage (Article XIII, Sec. 13.1)**

**1. Current provision.** The current collective bargaining agreement provides: "The County shall provide and pay for the present health insurance plans or equivalent group insurance plans for all employees. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement."

In 1999, the County paid a premium for the employee-only coverage of \$213. (County health and welfare tab, 1999 insurance expenditure analysis.)

In 2000, Walla Walla County pays \$333.03 toward employee insurance, including \$244.98 for health insurance. (Exhibit A 3-3, stating the more expensive of two options.) In 2000, employees

must pay up to \$422.26 for Washington Physicians PPO dependent health insurance premiums (\$244.98 spouse, \$95.92 one child, \$167.86 two or more children) and dependent vision premiums (\$9.42). (Exhibit A 3-8; compare County exhibit entitled "current insurance costs and cost of increased coverages.")

**2. Association proposal and arguments.** Association proposal: "The County shall provide and pay for the present health insurance plans or equivalent group insurance plans for all employees and their dependents. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement."

The Association established that the counties it considers comparable (Chelan, Clallam Franklin, Grays Harbor, Grant, Lewis, and Mason) contribute an average of \$472.51 toward insurance premiums, while the average employee in those counties pays an average of \$83.53 for coverage.

Several cities are in the Walla Walla County local labor market: College Place, Kennewick, Pasco, Richland, and Walla Walla City. The employees of those cities pay an average of \$46.70 for insurance coverage ("employee out-of-pocket"), while the Association bargaining unit employees must pay \$422.26 for dependent coverage. (Exhibit A 3-9.)

The record includes an Association survey of 17 bargaining unit members, indicating 12 have dependents. (Exhibit A 3-7.) The Association estimates the additional cost of employer-paid dependent health insurance to range from \$31,000 to \$50,000 per year. (Exhibit A 3-5 and 3-6.)

At least one deputy recently left County employment to become a city police officer, in part to obtain better pay and benefits. The County spends a significant sum to hire and train a deputy. That investment by County taxpayers is lost when a deputy leaves for other employment.

**3. County proposal and arguments.** County proposal: "The County shall provide and pay for the present health insurance plans or equivalent group insurance plans for all employees. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement."

The record includes a County survey of 16 bargaining unit members, indicating 13 have dependents. (County Exhibit O.)

The County compared several elements of compensation paid, in 1999, to Walla Walla deputies and the deputies of other counties. First, the County assumed that the 1998 pay rate would increase in 1999 by 2% (the amount of its wage offer), resulting in a fifth year deputy pay rate of \$3242. Second, the County assumed that it makes a \$213 health premium contribution for each deputy. (Association Exhibit A 3-8 shows that the County in 2000 pays \$244.98.) Third, the County compared that sum (\$3242 + \$213 = \$3455), with the total of pay and health premiums paid by the seven counties that the County proposes as comparators (Douglas, Franklin, Grant, Kittitas, Okanogan, Stevens, and Whitman). According to the County's figures and assumptions, in 1999, four of those counties compensate five-year deputies an average of \$148.25 more than Walla Walla County, while three of those counties pay a composite average of \$147.33 less than the County.

4. **Comparable jurisdictions.** The parties established that the counties I consider most comparable provide the following insurance premiums and coverages:

County	Insurance Coverage and Monthly Premiums (Sources: County evidence of state survey (tab J); contracts; employer/employee insurance contributions (Exhibit A 3-3))
Douglas	<p>dependent coverage</p> <p>1999 contract states: <u>medical</u>: effective 12-31-99, employer pays premiums of up to \$210/month for employee and dependents, with additional premium costs paid by employee; <u>vision/dental/life</u>: no provisions.</p> <p>County—249.77 / employee—276.30</p>
Franklin	<p>employer pays \$22/month toward dependent coverage</p> <p>1997-99 contract states: <u>medical</u>: employer pays \$357/month for LEOFF II employee/dependent (70% employer/30% employee payment), and full cost of LEOFF I employee or 70%/30% payment for those employees who want employee and dependent coverage; <u>dental</u>: \$27.69 toward employee coverage, \$22 toward dependent coverage; <u>vision</u>: \$6.71 toward employee coverage; <u>life</u>: 1999-employer pays \$4.56 toward employee life insurance</p> <p>County—400.51 / employee—342.14 (most expensive of three options)</p>

County	Insurance Coverage and Monthly Premiums (Sources: County evidence of state survey (tab J); contracts; employer/employee insurance contributions (Exhibit A 3-3))
Grant	<p>dependent coverage</p> <p>1997-99 contract states: <u>medical/vision</u>: in 1998, for LEOFF 2 and PERS 1 employees, employer pays \$181.04-employee, \$357.15-employee and spouse, \$303.28-employee and child, \$483.33-employee/spouse/children; in 1998, for that coverage for LEOFF 1 employees, employer pays \$284.35, \$460.46, \$360.11, and \$586.64, respectively; <u>dental</u>: in 1998, employer pays \$43.10 toward coverage; <u>life</u>: in 1998, employer pays \$3.36 toward employee coverage and \$4.11 toward employee and dependent coverage. In 1999, employer and employees share equally the payment of premium increases.</p> <p>County—621.39 / employee—35.25</p>
Kittitas	<p>employer pays up to \$150/month toward dependent coverage</p> <p>1998-99 contract states: <u>medical</u>: in 1998, employer paid premium for employee only for least expensive plan (\$165.15) plus \$125 toward dependent coverage; in 1999, employer pays premium for least expensive employee only premium plus \$150 toward dependent coverage; <u>vision</u>: employer pays full cost of employee coverage; <u>dental</u>: employer pays full cost of employee coverage; <u>life</u>: employer pays full cost of employee coverage (unspecified amount).</p> <p>County— / employee— (no data)</p>
Whitman	<p>employer pays up to \$135/month in 2000 and \$150/month in 2001 toward dependent medical, dental, and vision coverage</p> <p>1999-2001 contract states: <u>medical</u>: employer pays full premium for employees; 2000-employer pays \$135 toward dependent coverage; 2001-employer pays \$150 toward dependent coverage; <u>dental</u>: employer pays full premium for employees; <u>vision</u>: employer pays full premium for employees; <u>life</u>: employer pays premium for coverage equal to an employee's annual salary.</p> <p>County— / employee— (no data)</p>

In addition to its bargaining relationship with the Association, the County has contracts that apply to three other bargaining units. The coverages and premiums for the four County bargaining units are:

Bargaining unit	Health, Dental, Vision, and Life Insurance Coverage and Monthly Premiums (Sources: contract excerpts and Exhibit A 3-8)
AFSCME Local 1191-WC (Current Expense Courthouse Employees)	1999-2001 contract medical: County pays full employee premium (\$244.98 in 2000) dental: County pays full family premium (\$81.99) vision: County pays full employee premium (\$7.05) life: County provides a \$24,000 policy for each employee
AFSCME Local 1191-Council 2 (Road Crew)	1999-2001 contract: same as Local 1191-WC
Office and Professional Employees Union Local 11 (Law and Justice Division)	1999-2001 contract: same as Local 1191-WC, except no mention of separate vision coverage.
Association	same as Local 1191-WC

Walla Walla County provides employees with two medical insurance options, which have different premiums for spouse/one child/and two or more children: Washington Physicians PPO (\$244.98/95.92/167.86) and Options Health Care, Inc. (\$210.88/114.93/230.07).

5. **Analysis and award.** Upon consideration of all the statutory factors, I conclude that the County shall pay 50% of the premium to cover each employee's spouse and children, under the current insurance policies, beginning January 1, 2001.

Employer payment of dependent health insurance coverage premiums is an important benefit to the Association and bargaining unit employees. The \$422.26 premium that a deputy currently pays for full dependent coverage is about 13% of the 1998, step 5 benchmark gross pay of \$3178.50. Assuming that premium is paid with after-tax dollars and that net pay is 80% of gross pay, a deputy currently pays about 17% of net pay to obtain that coverage:  $\$422.26 \text{ divided by } (3178.50) \times (0.80) = 16.6\%$ .

At the same time, that employer payment for that coverage would be an expensive benefit for the County to provide. The County's current health insurance premium (employee only coverage) is about \$4165 per month. The *additional* cost for full County payment of dependent premiums would range from a low of \$2578 to a high of \$4139 per month. (Exhibit A 3-5, 3-6.)

All of the five most significant comparator counties (Douglas, Franklin, Grant, Kittitas, and Whitman) pay some portion of the premium for dependent coverage. Douglas appears to pay less than 50% of dependent premiums. In 1999, Franklin paid 70% of dependent coverage. In 1998, Grant paid 100% of dependent coverage and in 1999 paid that dollar amount plus 50% of any premium increases. Kittitas and Whitman counties pay fixed dollar amounts toward premiums; with the information in the record, I cannot calculate the percentages of premiums that those employers and employees pay. However, the record does show that Kittitas pays \$150 and Whitman pays \$135 toward dependent premiums. Overall, those five counties appear to pay an average of about 50% of dependent premiums. I base my award primarily on that figure.

Internal comparability is one of the factors to consider in evaluating this issue. Within County employment, the County does not pay the premiums for dependent coverage for employees in any of the four bargaining units. If the Association obtains employer payment for dependent coverage, it is likely that the three other County unions will negotiate for that benefit when their contracts expire in 2001. The four County bargaining units are separate, and each has its own priorities. Presumably, the contracts are not totally uniform.

It is to be expected that one bargaining unit (on this issue, the Association) will be the first to propose and persist in attempting to negotiate employer payment of dependent health premiums. The nature of labor relations in a multiple-union workplace is that, based upon negotiation priorities, one labor organization or another may negotiate a new benefit with an employer. If internal comparability were the sole or decisive factor in negotiations, no labor organization would ever be able independently to obtain any significant new benefit.

The County cites cases in which interest arbitrators stated that *internal* comparability—an employer's wage settlement with other bargaining units—constrained the award of any greater wage increase. *Clark County Deputy Sheriff's Guild and Clark County* (Axon 1996); *Teamsters Local 58 and Cowlitz County* (Lehleitner 1996). I have considered the principle applied by those well-respected arbitrators. However, in reaching my decision, I give greater weight to *external* comparability.

About 75% of bargaining unit employees have dependents who—if the employer pays the premiums—may be enrolled for health insurance coverage. (While some dependents may be covered through a spouse's employment, a prudent employer must anticipate its potential liability for a premium expenditure, based upon employees' current status.) The maximum cost of dependent

coverage currently is \$422.26 per employee.

The County has a budgetary concern with paying 100% of the cost of providing the dependent premium, but a lesser concern with providing 50% of the premium. If an employee already has coverage through a spouse's employment, he or she likely will not enroll and volunteer to pay a 50% share of the premium. (The County has an interest in not providing employees with double coverage.) In this dependent premium payment partnership between the County and the Association's members, both have an incentive to obtain the least expensive insurance plan that provides an agreed level of quality coverage.

The County's open enrollment period occurs from November 1 through December 15. (Exhibit A 3-8.) Starting the new benefit at a time other than the beginning of a fiscal year could result in disputes with the insurance carriers and other inefficiencies.

The County will have over seven months in which to budget for the additional 2001 cost and avoid any reduction in services. The County's 2000 cost for insurance is \$333.03 per employee. (Exhibit A 3-3.) In 2001, under my award, that cost will increase by 50% of \$422.26 (dependent coverage), plus an assumed 5% premium increase, a result of \$221.69 per person. If 12 bargaining unit members actually enroll for full dependent coverage, the County's monthly cost for that coverage will be \$2660.28 (12 x 221.69). As calculated under section IV, above, the County's total monthly salary and insurance cost for this bargaining unit is currently about \$60,000.

Therefore, the monthly cost of the County's payment of dependent coverage is \$2660.28 (new premiums) divided by \$60,000 (total monthly salaries, at 1998 rates, plus insurance premiums the County currently pays), or 4.4%. The County states that its 2%/3%/3% wage proposal costs about 8% over the term of the entire three-year contract. The monthly cost of the dependent insurance premium payment (which is effective in the third year only), when spread over the term of the three year contract, is one-third of 4.4%, or about 1.5% for the 1999-2001 contract.

Accordingly, the total cost of this award (except for restructuring the salary schedule) is approximately 8% for wages and 1.5% for dependent premiums, for a total of 9.5% over the term of the three-year agreement. The cost of the benefit is significant, but it is warranted and the County has not shown that it does not have the ability to pay it.

**B. Life insurance (Article XIII, Sec. 13.3)**

**1. Current provision.** The current collective bargaining agreement provides: “The County agrees to maintain a \$24,000 life insurance policy.”

**2. Association proposal and arguments.** Association proposal: “The County agrees to maintain a \$50,000.00 ~~\$24,000~~ life insurance policy.”

The cost of increasing the life insurance coverage from \$24,000 to \$50,000 per bargaining unit member is approximately \$550 per year. (Exhibit A 2-3.) While employees have the option of purchasing additional coverage, the minimal cost of the coverage should be paid by the County. Police personnel are three times more likely to die on the job as the average American worker. (Exhibit A 2-4.)

**3. County proposal and arguments.** County proposal: no change from current language: “The County agrees to maintain a \$24,000 life insurance policy.”

**4. Comparable jurisdictions.** Franklin and Grant counties both pay about \$4.00 per month in premiums for an unspecified dollar amount of life insurance coverage. Grays Harbor provides a \$24,000 policy. Stevens County provides a \$20,000 policy, and Whitman County pays the premium for a policy equal to a deputy’s annual salary (about \$30,000 to \$35,000). None of the counties that provide life insurance coverage provides the amount the Association proposes.

Further, Clallam, Chelan, Douglas, Kittitas, and Lewis counties do not provide *any* life insurance coverage for their deputies. The record does not indicate whether Mason and Okanogan counties provide life insurance.

**5. Analysis and award.** The Association has not established, under the statutory criteria, that an increase in life insurance is appropriate. I award the County’s proposal.



**C. Education Incentive (Article XX, Section 20.7)**

**1. Current provision:** none.

**2. Association proposal and arguments.** "Education Incentive/Cost Reimbursement. The Employer recognize[s] the importance of education as well as the importance of having a well-educated police force. As a result, the following incentives will be offered to employees with the following educational degrees: AA 2.0% (60 credits); BA 3.0% (120 credits); MA 4.0%."

The Association presented summaries of several studies that concluded a correlation exists between police officers' job performance and job satisfaction and their educational level. (Exhibit A 7-6 and 7-7.)

Of the 17 bargaining unit employees, four have AA degrees and one has a BA degree. The annual cost of the Association's proposal, based on 1999 salary levels, would be approximately \$4300. (Exhibit A 7-8.)

**3. County proposal and arguments:** no change. The comparable counties, as proposed by the County, do not have education incentive programs. While certain cities have incentive programs, other arbitrators have concluded that cities are not primary comparables for counties. *Pullman Police Officers Guild and City of Pullman* at 11-13 (Gaunt 1997). Therefore, the Association's proposal is not warranted.

**4. Comparable jurisdictions.** The parties established that the comparable counties provide the following educational incentive programs:

County	Education Incentive Program (Sources: County education incentive tab, wages tab H contracts; contracts; Association Exhibits A 7-3, 7-4)
Chelan	None
Clallam	None
Douglas	<p><i>Association evidence:</i> AA—\$65.06; BA—\$130.12</p> <p>2 year degree—2% of base pay; college degree—4%; master's degree—5%. (County tab H; 1999 contract at 32.)</p> <p>4-year college degree—2 years of service on salary schedule 3 years of college—1½ years of service 2 years of college—1 year of service. (1997-99 contract at 24-25; 1999 contract at 29.)</p>
Franklin	<p>4 year degree—2 years of service on salary schedule 3 years of specified courses leading to degree—1½ years of service 2 years of specified courses leading to degree—1 year of service. (1997-99 contract excerpt at 24-25; 1999 contract at 29-30.)</p>
Grant	None
Grays Harbor	Associate's degree—\$72.62; bachelor's degree—\$145.24
Kittitas	None
Lewis	Associate's degree—\$30; bachelor's degree—\$60
Mason	Associate's degree—\$25; bachelor's degree—\$50
Okanogan	Two year degree—1½%; four year degree—3%. (1995-97 contract at 5.)
Stevens	None
Whitman	None

In addition, the Association established that several cities in the Walla Walla County labor market provided education incentive pay to their police officers for AA and BA degrees: College Place (\$25/\$50), Kennewick \$96.75/\$96.75), Pasco (\$109.98/\$219.96), Richland (\$201.85/\$403.70), and Walla Walla City (\$111.63/\$223.26). (Exhibit A 7-5.)

5. **Analysis and award.** The Association presented evidence that the job performance of police officers and deputy sheriffs with some level of college education is better than

that of personnel without that background. Every day, police personnel are required to exercise judgment and discretion on the job, sometimes with life and death consequences. Among officers of similar age and experience, those with higher education may exercise that judgment and discretion more soundly than those without that background.

Employers generally seek well-educated employees to enhance the employer's operations and reputation. Individuals interested in police or sheriff's department employment in eastern Washington presumably will consider the total compensation paid by cities and counties. A jurisdiction that specifically compensates its officers or deputies for college degrees may attract a greater number of qualified college graduates.

Despite the likely benefits of an education incentive pay program, Grant, Kittitas, and Whitman have no education incentive program. Franklin advances deputies on the salary scale, for certain educational attainments, but does not provide separate compensation for particular degrees. Of the five most significant comparators, only Douglas offers a program similar to that proposed by the Association. Six of the twelve comparable counties have no education incentive program at all.

Labor and management are partners in the workplace. An employer generally cannot make unilateral changes in terms and conditions of employment. As noted at the outset of this opinion, an interest arbitrator should not impose a change in compensation unless that change is warranted by the prevailing practice of the jurisdictions that are most significant comparators.

The Association has not established that adoption of its education incentive proposal is warranted for the parties' 1999-2001 collective bargaining agreement. However, that form of compensation may become more prevalent and appropriate during the term of a successor agreement.

Numerous issues can be discussed in negotiating an education incentive program. Managers and bargaining unit employees from jurisdictions with education incentive programs can describe to the County and the Association the effectiveness of those programs in recruitment and daily operations. To enable the parties formally to consider those issues more fully, I award contract language that creates a committee to consider the possibility of adopting an education incentive program.

**D. Wages and Classification (Article XIV)—Structure of wage schedule**

1. **Current provision.** The current collective bargaining agreement wage schedule (January 1, 1998-December 31, 1998) is:

Years of service	0-.5	.5-1.5	1.5-3	3-5	5-7	7-15	15-25	25+
Deputy Sgt.	2897.70	3037.50	3178.50	3331.40	3489.90	3664.70	3847.20	4037.80
Deputy	2646.40	2765.50	2897.70	3037.50	3178.50	3331.40	3489.90	3664.70

The differentials between monthly salary steps are about 4.5 to 5%.<sup>1</sup> The schedule includes eight pay steps. The last two steps become effective at years 15 and 25 and amount to longevity increases. To reach the top longevity step, a deputy must work 25 years. (Exhibit A 4-2 at 2.) Of the 17 bargaining unit members, five are at the 7-15 year step, three are at the 15-25 year step, and none are at the 25-year step.

2. **Association proposal and arguments.** The Association proposes compressing the six regular and two longevity steps to six steps into a schedule that averages 6.4% between steps<sup>2</sup> and requires five years of employment to reach top pay (Exhibit A 4-1 at 2):

Years' service	0-1	1-2	2-3	3-4	4-5	5+
Deputy 1999- WWCD A proposal	2850.06	3053.72	3257.38	3461.04	3664.70	3868.36

<sup>1</sup>For deputy sergeants, the monthly differentials are 4.82, 4.64, 4.81, 4.76, 5.01, 4.98, and 4.95%, an average of 4.85%. For deputies, the monthly differentials are 4.50, 4.78, 4.82, 4.64, 4.81, 4.76, and 5.01%, an average of 4.76%.

<sup>2</sup>The Association proposes, for deputy sergeants, monthly differentials of 7.29, 6.80, 6.37, 5.99, and 5.65%. For deputies, the proposed monthly differentials are 7.15, 6.67, 6.25, 5.88, and 5.56%.

The Association argues that deputies in comparable jurisdictions reach top pay, without longevity, after five years of service.

**3. County proposal and arguments**—no change from current structure. The wage schedule reflects two longevity premiums of five percent each. The County argues that the parties freely entered into the current wage schedule structure and that it should be changed only through negotiations. Further, the County asserts that its wage proposals for 1999, 2000, and 2001 will provide deputies, after five years of service, with wages comparable to its comparators.

**4. Analysis and award.** The parties appear to agree that the benchmark wage comparison figure is the pay for a deputy after five years. (County brief at 15; Association Exhibit A 4-5.) At that point, a deputy has completed training, has had significant practical experience, and is in a position to be a journeyman law enforcement officer.

The Association proposal involves three issues: (a) number of years of service to top pay (aside from longevity pay); (b) different wage increase percentages to be applied to different steps (thereby altering the current differential between pay steps); and (c) longevity pay.

**(a) Number of years to top pay.** Walla Walla County deputies reach top pay—without longevity pay—after seven years of employment. According to the evidence in the record, deputies reach top pay after five years of service in Douglas, Franklin, Grant, Okanogan, and Whitman counties. Deputies reach top pay after four years in Kittitas and after seven years in Stevens counties. The record does not include evidence about time to top pay in the other comparator counties. The record contains no evidence that additional salary steps (other than longevity) are warranted after a deputy has reached the benchmark point of five years of experience.

The Association has established that the appropriate length of service to top pay is five years. I conclude that a different salary schedule is appropriate. Based on the practice of the comparator counties and other factors, I award a salary schedule that advances a deputy to top pay (aside from longevity) after five years of experience.

There are at least two ways to restructure the salary schedule to make the current step 5 the top pay level. The first option is to advance the deputies currently paid at step 5 to step 6 and simultaneously to adjust some of the number of years for deputies to reach earlier steps. Because few

deputies will be affected, the cost increase for reducing the amount of time for them to reach the top of the salary schedule from seven years to five years appears to be minimal.

This first option provides additional pay (the differential between pay steps 5 and 6) to employees moving from steps 5 to 6 and may temporarily increase their compensation (then at step 6) slightly above that of the five comparators. The parties can address that comparability issue when negotiating the benchmark, five-year deputy pay during bargaining for a contract to be effective January 1, 2002.

The second option is to eliminate pay step 6 and return those deputies (who have seven to 15 years of experience) to the benchmark five-year deputy pay level, step 5. This option results in a pay *cut* for some of the County's more experienced deputies—an unacceptable result. Accordingly, I use the first option to restructure the salary schedule.

The salary schedule effective January 1, 2001 will place deputies with five years of service at step 6. Changing the salary schedule at the beginning of 2001 will allow for an orderly transition and an easier calculation of retroactive pay for 1999 and 2000.

**(b) Differential between salary steps.** Walla Walla County's pay step differentials, for the first six steps, are about 4.5 to 5%. The Association's proposal—applying different wage increases to the different steps on the salary schedule—would alter that differential.

Douglas County employs personnel in classifications entitled trainee, deputy 3, 2, 1, 1A, and sergeant, with May 1999 differentials among deputies of about 1.5 to 4%. Franklin County employs personnel in classifications entitled trainee, 3rd, 2nd, and 1st deputy, corporal, and sergeant, with 1999 pay differentials of 5 to 7% among the last five classifications. In Grant County, the July 1999 differential between steps one and two was about 2% and between steps two and three was about 4%. Kittitas County's differentials range from about 3.5% to 6%. The Whitman County differentials are about 5%.

The Association did not present evidence that warrants the proposed significant changes in the differentials. Instead, the revised salary schedule retains the current differentials.

(c) **Longevity pay.** Labor and management agree to longevity pay to provide additional compensation to employees who are at the salary schedule top step. Walla Walla County and four comparator counties provide longevity pay to deputies:

Douglas—\$10 after six years, \$25 after 10 years, \$45 after 15 years

Franklin—1% after 5 years, 1.5%/10 years, 2.0%/15 years, 2.5%/20 years (about \$85 for a top step deputy on January 1, 1999)

Grant—\$11.72 per month per year of service to a maximum \$234.40 (about 7% for a top step deputy on January 1, 1999) after 20 years

Kittitas—from \$32.50 per month after 8 years to \$85 per month after 20 years

Walla Walla—4.76% (about \$158 in 1998) after 15 years and additional 5.01% (about \$175 in 1998) after 25 years.

In the comparator counties, those amounts appear separate from the salary schedule. The inclusion of longevity pay on the Walla Walla County wage schedule could be confusing.

To clearly establish that steps 7 and 8 are separate—above and beyond the regular top pay level—I remove those steps from the salary schedule and add a separate provision for longevity pay. With that approach, the parties retain the longevity pay that they negotiated but clarify the separate nature of that benefit.

**E. Wages and Classification (Article XIV)—Wages January 1, 1999, 2000, 2001**

**1. Association proposal and arguments.** January 1, 1999—on proposed six-step wage schedule, increase 1998 Deputy Sergeant first step 7.87%, increase Deputy first step 7.7%, and change differentials between steps, as noted above. January 1, 2000—increase 1999 wage schedule five percent. January 1, 2001—increase 2000 wage schedule four percent.

In addition to comparing the salaries of deputies in the seven counties it contends are comparable, the Association calculates and compares the total compensation hourly rate of employees

(with five years of service), considering automatic incentive pay, educational incentive pay, vacation accruals, holiday accruals, and employer insurance contributions. That comparison indicates that Walla Walla County compensates those deputies about 20 to 25% less than the Association comparators compensate their deputies. (Exhibit A 4-5, pages 1-8.)

When making that comparison with the seven counties the County contends are comparable, the Association argues that Walla Walla County compensates those deputies about 13 to 16% less than the County comparators compensate their deputies with that length of service. (Exhibit A 4-7.)

**2. County proposal and arguments.** January 1, 1999—increase 1998 wage schedule two percent. January 1, 2000—increase 1999 wage schedule three percent. January 1, 2001—increase 2000 wage schedule three percent.

The County's proposal to the Association is more generous than the settlements between the County and the three other County bargaining units. Those other contracts provide for increases effective 1999, 2000, and 2001 of 2.0%, 2.0%, and 2.0%. In the past, the County has increased the Association bargaining unit's wages by percentages different from those of the other bargaining units. (County Exhibit J: 1991 through 2001 contracts.)

The County disputed the Association's method of calculating "total compensation." The record contains little or no data from which I could independently calculate the "total compensation" packages for each of the 12 comparator counties. Instead, I have separately analyzed the issues in dispute and attempted to consider all elements of the compensation package.

**3. Comparable jurisdictions.** The parties established that the comparator counties paid the following wages to deputies, as of January 1, 1999:



County	Pay after 5 Years
Chelan	— <sup>3</sup>
Clallam	—
Douglas	3253
Franklin	3229
Grant	3335
Grays Harbor	—
Kittitas	3077 (7-1-99)
Lewis	—
Mason	3380
Okanogan	3000
Stevens	2958 (10-1-99)
Whitman	3138 (10-1-99)
<i>Average 1-1-99</i>	<i>3171</i>
Walla Walla 1998	3178.50
1999 with County's proposed 2% raise	3242.07
1999 with Association's proposed rate	3868.36

Sources: County "Wages" tab, tabs H and I; Association Exhibits A 4-1 at 2, A 4-5 at 1 (wage column); testimony.

<sup>3</sup>The record does not include evidence about some *January 1, 1999* rates for some of the comparator counties. I understood Association testimony to be that certain rates in its documentation were effective *January 1, 2000*. Association Exhibit A 4-5, wage column, shows five-year deputy pay in Chelan County as \$3330, Clallam County as \$3781.91, Grays Harbor as \$3631, and Lewis as \$3594. In that regard, the County observed that the Association had mixed "apples and oranges." (County post-hearing brief at 10.)

4. **Analysis and award.** For purposes of wage comparisons, the counties most comparable to Walla Walla County are Douglas, Grant, Franklin, Kittitas, and Whitman.

**1999** After five years of employment, the pay levels in 1999 for deputies were: Douglas—\$3253, Franklin—\$3229, Grant—\$3335, Kittitas—\$3077 (effective July 1, 1999), and Whitman—\$3138 (effective October 1, 1999). The average of those pay rates is \$3206.40. To raise the 1998, five year (step 5) Walla Walla County deputy rate of \$3178.50 to that average would require an increase of 0.88%. The County's proposed two percent increase, under the circumstances, is appropriate and awarded.

**2000** For 2000, the Association proposes a 5% wage increase, and the County proposes 3%. The Douglas, Franklin, Grant, and Kittitas county contracts expired on December 31, 1999. The record does not reflect the results of any successor contract negotiations in those counties.

It appears that the fifth comparator, Whitman County, has negotiated a significant salary catch-up. That contract, which expires December 31, 2001, states the following increases to the salary schedule: January 1, 2000—3% plus 90% of CPI-Western Cities Urban Wage Earner (July to July) Index, which equals 5.47%; January 1, 2001—3% plus 90% of that index (July 1999 to July 2000).

In agreeing to those wage increase formulas, labor and management in Whitman County may have anticipated that other jurisdictions in the labor market would also agree to 3% increases in 2000 and 2001. In addition, they could rationally have expected that the 2000 and 2001 90%-of-CPI increases would be the sums needed to raise Whitman wages to the level of the comparables in the labor market. Whitman's salaries in 2000, instead of being near the bottom of the salary comparison, may be equivalent to or somewhat higher than those of Douglas, Franklin, Grant, and Walla Walla counties.

As noted in the discussion of 1999 wages, the County's two percent wage offer for 1999 will result in five-year deputy wages that are about one percent *above* those of the five-county average. In awarding an increase for 2000 that will result in deputies being around the five-county average, I consider it appropriate to factor in that one percent 1999 premium.

For 2000, it appears that the wages of the five noted comparables will increase an average of three to four percent. To retain Walla Walla County at the average of the five-county figure, the County's proposed three percent increase is appropriate and is awarded.

**2001** For 2001, the Association proposes a 4% increase, and the County proposes 3%. In 2001, this interest arbitration award requires the County to change the salary schedule. As part of reducing the time for deputies to get to the top step of the salary schedule, some deputies will advance a step, effective January 1, 2001. In doing so, five-year deputy pay will increase by about 4.8% (the amount of that one-step increase) plus the amount of the general salary schedule increase.

For 2001, therefore, the five-year deputy pay may temporarily be slightly above that of the average of the five comparators. For 1999 and much of 2000, on the other hand, five-year deputy pay has been at 1998 levels and significantly below that of the comparators. As noted above, the parties can address any 2001 comparability issue when negotiating the benchmark, five-year deputy pay during bargaining for a contract to be effective January 1, 2002.

In addition, throughout the term of the 1999-2001 collective bargaining agreement, the County will pay a longevity premium that is more generous than that paid by comparators that use that method of compensation.

Under the circumstances, the County's proposed three percent salary schedule increase is appropriate and awarded.

**E. Termination (Article XXIII)—Retroactivity.** The Association proposes that the collective bargaining agreement resulting from the parties' negotiations and this interest arbitration be effective January 1, 1999. The Association argues that bargaining unit employees have worked almost one and one-half years, "during the prolonged contract negotiations, without receiving the increase in compensation that they are entitled to, even under the County's proposal." (Brief at 29-30.)

The County proposes that the agreement be effective upon ratification. Under that proposal, any wage increases would not be retroactive. The County argues that the Association made "extreme" proposals on wages and benefits and that the Association should not be allowed to benefit from its "intransigence" in negotiations. (Brief at 22.)

An order of retroactivity is permitted under the law. RCW 41.56.950 provides that the effective date of a collective bargaining agreement may be the day after the termination date of the previous collective bargaining agreement "and all benefits included in the new collective bargaining agreement *including wage increases* may accrue beginning with such effective date as established by this section." (Emphasis added.)

The parties apparently negotiated over many months for a successor collective bargaining agreement. PERC initiated interest arbitration by letter dated September 29, 1999. On October 26, 1999, the parties notified me of my appointment, and I conducted the interest arbitration hearing on February 22, 2000. The parties filed their post-hearing briefs on April 10, 2000, and I am issuing this arbitration award on May 15, 2000. Almost half of the proposed retroactivity period, therefore, was devoted to the interest arbitration process.

I base my wage retroactivity decision on several factors: (a) both the County and the Association supported their respective wage proposals with rational data from legitimate comparators; (b) the County has, presumably, budgeted the funds necessary to pay the salary increases it proposed; (c) throughout the period of negotiations and interest arbitration, the County has had the use of those budgeted funds, and bargaining unit employees have been paid at 1998 salary levels; and (d) if this award were being rendered earlier in the 1999-2001 contract period, it may have been appropriate to phase in County payment of dependent health insurance premiums over a greater portion of the three year collective bargaining agreement; retroactive payment of actual health care costs is not appropriate, in this situation, but retroactivity of the wage increases, to the contrary, is appropriate.

Under the circumstances, I award the retroactive payment of 1999 and 2000 salary increases to bargaining unit members employed by the County as of the date of this award. The County is to pay those sums by no later than July 1, 2000.

## **VI. Award**

I award the following:

**A. Health insurance—dependent coverage: Article XIII, Sec. 13.1:** “The County shall continue to provide the present health insurance plans, or equivalent group insurance plans, for all employees. In 1999 and 2000, the County shall pay 100% of the premium for employee coverage. In 2001, the County shall pay 100% of the premium for employee coverage and 50% of the premium for dependent coverage. Employees shall pay 50% of the premium for their dependent coverage. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement.”

**B. Life insurance: Article XIII, Sec. 13.3:** “The County agrees to maintain a \$24,000 life insurance policy.”

**C. General Provisions (Article XX, Sec. 7)—Education Incentive Program Committee.** “The County and the Association agree to designate a committee to discuss establishment of an education incentive program. The committee will consist of three representatives appointed by the Sheriff and three appointed by the Association. The committee will meet no later than July 15, 2000, and no less than once every 90 days thereafter. By March 1, 2001, the committee will issue its recommendations regarding the possible creation of an education incentive program, including: (a) degrees and course work eligible for incentive pay; (b) incentive pay as a percentage of salary, a fixed dollar amount, or advancement on an existing salary schedule; (c) timing of a transition into a new program; (d) ongoing education or training requirements; (e) effect of education incentive programs on recruitment of personnel; and (f) the cost of a program. The committee will not have the authority to negotiate or make changes to this collective bargaining agreement.”

**D. Wages and Classification: Article XIV—Wage Schedule.** Effective January 1, 1999, increase 1998 wage schedule two percent. Effective January 1, 2000, increase 1999 wage schedule three percent. Effective January 1, 2001, increase 2000 wage schedule three percent and change years of service to attain salary schedule steps, as noted.

1999-2001 Wage Schedule

Step	1	2	3	4	5	6
Minimum years	start	.5	1.5	3	5	7
1999 Sergeant	2955.65	3098.25	3242.07	3398.03	3559.70	3737.99
1999 Deputy	2699.33	2820.81	2955.65	3098.25	3242.07	3398.03
2000 Sergeant	3044.32	3191.20	3339.33	3499.97	3666.49	3850.13
2000 Deputy	2780.31	2905.43	3044.32	3191.20	3339.33	3499.97

Step	1	2	3	4	5	6
Minimum years	start	.5	1.5	3	4	5
2001 Sergeant	3135.65	3286.94	3439.51	3604.97	3776.48	3965.63
2001 Deputy	2863.72	2992.59	3135.65	3286.94	3439.51	3604.97

New section: "Longevity pay. Bargaining unit personnel with a minimum 15 years of service will receive, in addition to step 6 pay, longevity pay equal to five percent of step 6. Bargaining unit personnel with a minimum 25 years of service will receive, in addition to step 6 pay, longevity pay equal to ten percent of step 6."

**E. Retroactivity: Article XXIII—Termination.** "This agreement shall be effective as of January 1, 1999 and shall remain in full force and effect until December 31, 2001. By July 1, 2000, the County shall provide retroactive pay increases to those bargaining unit employees employed by the County as of May 15, 2000. Either party can reopen negotiations on all parts of this agreement ninety days prior to the termination date by submitting a reopener notice, in writing, to the other party."

Respectfully submitted,



William Greer  
Arbitrator  
May 15, 2000