

RECEIVED  
OLYMPIA, WA

2009 JUL 22 AM 10:55

PUBLIC EMPLOYMENT  
RELATIONS COMMISSION

IN THE MATTER OF THE INTEREST )  
 )  
ARBITRATION BETWEEN )  
 )  
CITY OF COLLEGE PLACE POLICE )  
DEPARTMENT )  
 )  
 )  
"THE EMPLOYER" OR "THE CITY" )  
 )  
AND )  
 )  
TEAMSTERS LOCAL 839 )  
 )  
"THE UNION" )

ARBITRATOR'S  
OPINION  
AND  
AWARD

HEARING: April 8, 2009  
College Place, WA  
Federal Way, WA 98003

HEARING CLOSED: June 8, 2009

ARBITRATOR: Timothy D.W. Williams  
2700 Fourth Ave., Suite 305  
Seattle, WA 98121

REPRESENTING THE UNION:  
David Ballew, Attorney  
Rich Davis, Business Representative  
Bill Kelly, Bargaining Unit Member

REPRESENTING THE EMPLOYER:  
Kevin Wesley, Attorney  
Pat Reay, City Administrator

APPEARING AS WITNESSES FOR THE UNION:  
Richard Davis, Business Representative  
Bill Kelley, Police Officer, Bargaining Unit

APPEARING AS WITNESSES FOR THE EMPLOYER:  
Pat Reay, City Administrator

## EXHIBITS

### Union

#### SPREADSHEET NOTEBOOK

1. PERC Certified Issues
2. Union Positions
3. Employer Positions
4. Population Reports 2007
5. Population and Assessed Valuation 2007
6. Population, Per Capita Revenues, and Per Capita Sales and Uses Taxes 2007
7. Per Capita Revenue Report 2007 - SAO Website
8. Assessed Valuation Report 2007 - DOR Website
9. Map of Comparators
10. Seniority Report
11. Top Step Base Wage 1/1/08 - Union Comparators
12. Top Step Base Wage 1/1/08 - Employer Comparators
13. Longevity, Vacation, Holiday & Medical 1/1/08 (3 Year Officer) - Union Comparators
14. Longevity, Vacation, Holiday & Medical 1/1/08 (3 Year Officer) - Employer Comparators
15. Longevity, Vacation, Holiday & Medical 1/1/08 (11 Year Officer) - Union Comparators
16. Longevity, Vacation, Holiday & Medical 1/1/08 (11 Year Officer) - Employer Comparators
17. Longevity, Vacation, Holiday & Medical 1/1/08 (20 Year Officer) - Union Comparators
18. Longevity, Vacation, Holiday & Medical 1/1/08 (20 Year Officer) - Employer Comparators
19. Longevity, Vacation, Holiday & Medical 1/1/08 (25 Year Officer) - Union Comparators
20. Longevity, Vacation, Holiday & Medical 1/1/08 (25 Year Officer) - Employer Comparators
21. Longevity, Vacation, Holiday & Medical 1/1/09 (3 Year Officer) - Union Comparators
22. Longevity, Vacation, Holiday & Medical 1/1/09 (3 Year Officer) - Employer Comparators
23. Longevity, Vacation, Holiday & Medical 1/1/09 (11 Year Officer) - Union Comparators

24. Longevity, Vacation, Holiday & Medical 1/1/09 (11 Year Officer) - Employer Comparators
25. Longevity, Vacation, Holiday & Medical 1/1/09 (20 Year Officer) - Union Comparators
26. Longevity, Vacation, Holiday & Medical 1/1/09 (20 Year Officer) - Employer Comparators
27. Longevity, Vacation, Holiday & Medical 1/1/09 (25 Year Officer) - Union Comparators
28. Longevity, Vacation, Holiday & Medical 1/1/09 (25 Year Officer) - Employer Comparators
29. CPI-W Data
30. Difference in Heath Care Premiums 2008 - Union Comparators
31. Difference in Heath Care Premiums 2008 - Employer Comparators
32. Difference in Heath Care Premiums 2009 - Union Comparators
33. Difference in Heath Care Premiums 2009 - Employer Comparators
34. WTWT Contribution History
35. UEBT Contribution History
36. WTWT Dental Plan Information
37. Carol Ferraro's Dental Bill/Information
38. Life Insurance - Union Comparators
39. Life Insurance - Employer Comparators
40. Shift Differential
41. Vacation Top Steps - Union Comparators
42. Vacation Top Steps - Employer Comparators
43. Vacation and Holiday Data
44. On-the-job Injury Coverage - Union Comparators
45. On-the-job Injury Coverage - Employer Comparators
46. Uniform Benefit - Union Comparators
47. Uniform Benefit - Employer Comparators
48. Length of Contract History
49. Maintenance of Benefits - Union and Employer Comparators
50. Salary Data - Cities and Towns 2007 & 2008

#### COMPARATORS NOTEBOOKS - CONTRACTS

1. Prosser - Union Comparator
  - A. 2006-2008 CBA
  - B. 2009-2011 CBA

- C. Notes and Declarations
- 2. Othello - Union Comparator
  - A. 2008-2010 CBA
  - B. Notes and Declarations
- 3. Selah - Union Comparator
  - A. 2008 CBA
  - B. 2009 CBA
  - C. Notes and Declarations
- 4. Ephrata - Union Comparator
  - A. 2008-2009 CBA
  - B. Notes and Declarations
- 5. College Place
  - A. CBA
  - B. UEBT Contributions Rates for 2009
  - C. Notes and Declarations
- 6. Toppenish - Union Comparator
  - A. 2005-2007 CBA
  - B. 2006-2008 CBA
  - C. Notes
- 7. Grandview - Union Comparator
  - A. 2007-2009 CBA
  - B. Notes and Declarations
- 8. Cheney - Union Comparator
  - A. 2008-2009 CBA
  - B. Notes and Declarations
- 9. West Richland - Union Comparator
  - A. 2006-2008 CBA
  - B. Notes and Declarations
- 10. Walla Walla - Competitor
  - A. 2006-2008 CBA
  - B. 2009-2010 CBA
  - C. Notes and Declarations
- 11. Airway Heights - Employer Comparator
  - A. 2007-2009 CBA
  - B. Notes and Declarations
- 12. Clarkston - Employer Comparator
  - A. 2008-2011 CBA
  - B. Notes and Declarations

COMMON COMPARATORS NOTEBOOK

- A. Longevity, Vacation, Holiday & Medical 1/1/08 (3 Year Officer) - Common Comparators
- B. Longevity, Vacation, Holiday & Medical 1/1/09 (3 Year Officer) - Common Comparators
- C. Longevity, Vacation, Holiday & Medical 1/1/08 (11 Year Officer) - Common Comparators

- D. Longevity, Vacation, Holiday & Medical 1/1/09 (11 Year Officer) - Common Comparators
- E. Longevity, Vacation, Holiday & Medical 1/1/08 (20 Year Officer) - Common Comparators
- F. Longevity, Vacation, Holiday & Medical 1/1/09 (20 Year Officer) - Common Comparators
- G. Longevity, Vacation, Holiday & Medical 1/1/08 (25 Year Officer) - Common Comparators
- H. Longevity, Vacation, Holiday & Medical 1/1/09 (25 Year Officer) - Common Comparators
- I. Difference in Health Care Premiums 2008 - Common Comparators
- J. Difference in Health Care Premiums 2009 - Common Comparators
- K. Dental Plan Comparison - Common Comparators

**Employer**

- 1. 2007 City Comparators - List of Comparator Cities
- 2. 2007 City Comparators - Population, Assessed Value and Sales Tax Screen Spreadsheet
- 3. 2007 Population Comparisons
- 4. 2007 Assessed Value Comparisons
- 5. 2007 Retail Sales Tax Comparisons
- 6. 2007 General Property Tax
- 7. 2007 GO Debt Property Tax Revenues
- 8. 2007 Criminal Justice Sales Tax Revenues
- 9. 2007 Building Department Revenues
- 10. 2007 Total City Budget Comparisons
- 11. 2007 Current Expense Budget Comparisons
- 12. 2007 Police Department Budget Comparisons
- 13. 2007 Police Department Size Comparison
- 14. 2007 Total City Full Time Employees Comparison
- 15. 2008 City Comparators - List of Comparator Cities
- 16. 2008 City Comparators - Population, Assessed Value and Sales Tax Screen Spreadsheet
- 17. 2008 Population Comparisons
- 18. 2008 Assessed Value Comparisons
- 19. 2008 Retail Sales Tax Comparisons
- 20. 2008 General Property Tax
- 21. 2008 GO Debt Property Tax Revenues
- 22. 2008 Criminal Justice Sales Tax Revenues

23. 2008 Building Department Revenues
24. 2008 Total City Budget Comparisons
25. 2008 Current Expense Budget Comparisons
26. 2008 Police Department Budget Comparisons
27. 2008 Police Department Size Comparisons
28. 2008 Total City Full Time Employees Comparison
29. 2009 Total City Budget Comparisons
30. 2009 Current Expense Budget Comparisons
31. 2009 Police Department Budget Comparisons
32. 2009 Police Department Size Comparisons
33. 2009 Total City Full Time Employees Comparison
34. City Wage Proposal
35. 2007 Top Step Base Wage Comparison
36. 2007 Total Compensation - Top Step (5 Year with AA Degree)
37. 2007 Total Compensation - Top Step (5 Year with AA Degree) Spreadsheet
38. 2007 Total Compensation - Top Step Comparison
39. 2007 Total Compensation - Top Step Spreadsheet
40. 2007 Internal Top Step Comparison
41. 2007 Calls for Service Comparison
42. 2008 Top Step Base Wage Comparison
43. 2008 Total Compensation - Top Step (5 Year with AA Degree)
44. 2008 Total Compensation - Top Step (5 Year with AA Degree) Spreadsheet
45. 2008 Total Compensation - Top Step Comparison
46. 2008 Total Compensation - Top Step Spreadsheet
47. 2008 Internal Top Step Comparison
48. 2008 Calls for Service Comparison
49. 2009 Top Step Base Wage Comparison
50. 2009 Total Compensation - Top Step (5 Year with AA Degree)
51. 2009 Total Compensation - Top Step (5 Year with AA Degree) Spreadsheet
52. 2009 Total Compensation - Top Step Comparison
53. 2009 Total Compensation - Top Step Spreadsheet
54. 2009 Internal Top Step Comparison
55. Historical Wage Increases Compared to CPI 1997-2008
56. Historical Information - CPI Spreadsheet
57. Historical Information - Internal Comparison on Wage Increases 2007-2009

58. Premium Pay Comparison Exhibits a-i
59. Shift Differential City Proposal
60. 2007-2008 Shift Differential Comparisons
61. Shift Differential Comparison Spreadsheet
62. Health Care Benefit Plan City Proposal
63. 2007 Employee Out of Pocket Contributions
64. 2007 Employee Out of Pocket Contributions - Other City Bargaining Units Comparison
65. 2008 Employee Out of Pocket Contributions
66. 2008 Employee Out of Pocket Contributions - Other City Bargaining Units Comparison
67. 2009 Employee Out of Pocket Contributions
68. 2009 Employee Out of Pocket Contributions - Other City Bargaining Units Comparison
69. Article 8: Sick Leave and Other Defined Leaves (Time Loss) - Time Loss Benefit City Proposal
70. Article 13.1: Vacation Accrual Benefit - Vacation Accrual City Proposal
71. Article 13.1: Vacation Accrual Benefit - Vacation Accrual per month in hours 1-5 Years
72. Article 13.1: Vacation Accrual Benefit - Vacation Accrual per month in hours 5-10 Years
73. Article 13.1: Vacation Accrual Benefit - Vacation Accrual per month in hours 10-15 Years
74. Article 13.1: Vacation Accrual Benefit - Vacation Accrual per month in hours 15-29 Years
75. Article 13.1: Vacation Accrual Benefit - Vacation Accrual per month in hours 20+ Years
76. Article 13.1: Vacation Accrual Benefit - Vacation Accrual Comparison Spreadsheet and Graph (All)
77. Article 15.4: Life Insurance Benefit Amount - Life Insurance Benefit City Proposal
78. Article 15.4: Life Insurance Benefit Amount - Life Insurance Benefit Employer Provided Comparison
79. Article 15.4: Life Insurance Benefit Amount - Life Insurance Benefit Employer Provided Comparison Spreadsheet
80. Article 81.1: Number and Content of Issued Officer Uniform Items - Uniform City Proposal
81. Article 81.1: Number and Content of Issued Officer Uniform Items - Uniform Allowance Comparison Spreadsheet

82. Article 81.1: Number and Content of Issued Officer Uniform Items - City of College Place Officer Equipment Inventory Spreadsheet
83. Article 26: Term of Agreement - Term of Agreement City Proposal
84. Officers Leaving Department Since 1994 Spreadsheet
85. News Paper Articles Related to Job Market and Economy
86. Airway Heights Contract - Local 270-P AFSME, AFL-CIO January 1, 2007 through December 31, 2009
87. Cheney Police Department - Teamsters Local No. 690 January 1, 2004 through December 31, 2006
88. Cheney Police Department - Teamsters Local No. 690 January 1, 2007 through December 31, 2009 (Police Guild)
89. Clarkston Police Guild - January 1, 2005 through December 31, 2007
90. Clarkston Police Guild - January 1, 2008 through December 31, 2011
91. City of College Place - General Teamsters Local No. 839 January 1, 2007 through December 31, 2009
92. Grandview Police Department - Teamsters Local No. 760 January 1, 2007 through December 31, 2009
93. Othello Law Enforcement Officers - Teamsters Local No. 760 May 1, 2005 through December 31, 2007
94. Othello Law Enforcement Officers - Teamsters Local No. 760 January 1, 2008 through December 31, 2010
95. Posser Police Department - Teamsters Local No. 839 January 1, 2006 through December 31, 2008
96. Selah Police Department - Teamsters Local No. 760 January 1, 2005 through December 31, 2007
97. Selah Police Department - Teamsters Local No. 760 January 1, 2008 through December 31, 2008
98. Toppenish Police Department - Teamsters Local No. 760
99. 2007 Population Rating by City - OFM
100. 2007 City Population, Property Tax and Sales Tax sorted alphabetically
101. 2007 Sales Tax Data - DOR
102. 2007 Criminal Justice Data - DOR
103. 2008 Population Rating by City - OFM
104. 2008 City Population, Property Tax and Sales Tax sorted alphabetically
105. 2008 Sales Tax Data - DOR
106. 2008 Criminal Justice Data - DOR



107. General City Financial Information - Airway Heights
108. General City Financial Information - Cheney
109. General City Financial Information - Clarkston
110. General City Financial Information - Grandview
111. General City Financial Information - Othello
112. General City Financial Information - Prosser
113. General City Financial Information - Selah
114. General City Financial Information - Toppenish
115. Asotin County Assessor Information
116. Yakima County Assessor Information
117. Wages - Comparator City Respondent Contact Information
118. Wages - College Place Salary Ordinance 2007
119. Wages - College Place Salary Ordinance 2008
120. Wages - Othello
121. Wages - Selah
122. Wages - Toppenish
123. Historical Wage Increase Information - CPI-W Data 1991 through 2009 (BLS)
124. Historical Wage Increase Information - AWC Survey Information for 2007 & 2008 (Includes: Hours Worked, Number of Employees in PD, PD Budgets, Base Salary, Contact Information and Medical Benefits)
125. Premium Pay Support Documents 2007 & 2008 - AWC Survey Information (Includes: Standby Pay, Callback Pay, Court Pay, Shift Differential, Additional Assignment Pay, Deferred Compensation, Educational Incentive, Longevity Pay, Annual Leave, Holiday Pay and Sick Leave)
126. Shift Differential Support Documents - Contact List of Responding Cities
127. Health Insurance Comparison Support Documentation - Contact List of Responding Cities
128. Vacation Accrual Benefit - Contact List of Responding Cities
129. Life Insurance Benefit Amount - Contact List of Responding Cities
130. Uniform Items Support Documentation - Contact List of Responding Cities
131. Calls for Service - Contact List of Responding Cities

## BACKGROUND

Teamsters Local 839 represents a bargaining unit made up of 10 officers employed by the City of College Place. The Local and the City were bound by a Collective Bargaining Agreement which expired on December 31, 2007. Presently, the Parties have come to an impasse in negotiations over the language of the successor agreement. RCW 41.56.450 provides that uniform personnel interest arbitration is to be used to resolve an impasse. The issues to be submitted to the arbitrator for determination "shall be limited to the issues certified by the executive director". By letter dated July 29, 2008 Executive Director of the Public Employment Relations Commission (PERC), Cathleen Callahan, certified the following issues at impasse and thus subject to interest arbitration:

### Economic Issues:

Article 12.1 and Appendix A/Wages  
Article 15.1 Health insurance premium payment share  
Article 15.4 Life insurance benefit amount  
Article 12.2 Shift differential  
Article 13.1 Vacation accrual benefit  
Article 8.5 Time loss compensation insurance for on-the-job injury

### Other Issues:

Article 18.1 Number and content of issued officer uniform items  
Article 26 Term of agreement and language on how to request negotiations for successor agreement, proposed by union as new text.

In accordance with WAC 391-55-205, each Party had the right to name one partisan Arbitrator to serve as a member of the arbitration panel. The statute provides that "The use of partisan arbitrators shall be deemed waived if neither Party has notified the executive director of its appointee within fourteen days following the issuance of a certification of issues for interest arbitration, and the Parties' principal representatives shall then select the neutral chairperson". Both Parties waived the use of partisan arbitrators and Arbitrator Timothy Williams was selected as the neutral chairperson. For the purposes of this document, the terms "neutral chairperson" and "interest arbitrator" or "arbitrator" shall be interchangeable.

WAC 391-55-220 provides that parties to an interest arbitration must provide the Arbitrator and each other with written proposals on all issues within fourteen (14) days of the hearing. Both Parties timely submitted their proposals on March 23, 2009.

The hearing took place in the City of College Place, Washington on April 8, 2009. At the hearing, both Parties had full opportunity to make opening statements, examine and cross-examine sworn witnesses, present documentary evidence, and make arguments in support of their positions.

RCW 41.56.450 provides that "a recording of the proceedings shall be taken." In compliance with the statute, the Arbitrator

made an audio digital recording and provided a copy to both parties. At the close of the hearing, the Parties were given the opportunity to file written arguments. The Parties accepted and their briefs were timely received by the Arbitrator on June 8, 2009. In accordance with WAC 391-55-240, the Arbitrator declared the hearing closed on June 8, 2009. On July 7, 2009 the Arbitrator informed the Parties of a need for a short extension of time. By return e-mail, both Parties acknowledged and approved this request.

The Arbitrator's opinion and awards are submitted on an issue-by-issue basis. On each issue the Arbitrator begins by presenting the Parties' respective positions, outlines the Parties' arguments in support of their positions, provides the award and then sets forth the rationale for the award. The opinion and award will address the issues in the order listed in Ms. Callahan's letter of July 29, 2008.

The Arbitrator's interest awards are based on a careful analysis of the evidence and argument presented during the hearing, as well as the arguments found in the written briefs, and with full consideration of the following factors, found in RCW 41.56.465:

- (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) The average consumer prices for goods and services, commonly known as the cost of living;

(d) Changes in any of the circumstances under (a) through (c) of this subsection during the pendency of the proceedings; and

(e) Such other factors, not confined to the factors under (a) through (d) 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) For employees listed in RCW 41.26.030(7)(a) through (d), the panel shall also consider a comparison of 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.

The Arbitrator notes that there are 216 exhibits on the records of these proceedings. Additionally, there are the opening statements and the testimony provided at hearing. Also, both Parties submitted extensive written arguments in the form of their briefs. While this information has been carefully reviewed and considered, the Arbitrator has not attempted to respond to all of it. To do so would have produced an award of ponderous length and of doubtful value to the Parties. Rather the Arbitrator has focused his analysis on the primary factors that led to the ultimate award on each issue.

**POSITIONS, ARGUMENTS, OPINION AND AWARD**

**ISSUE 1: ARTICLE 12.1 and APPENDIX A/WAGES**

Current Language:

Effective April 1, 2005 all classifications in appendix "A" will increase 3%. See Appendix "A".

January 1, 2006 - 3% increase.

January 1, 2007 - 3% increase.

APPENDIX A  
Police Department Salaries  
Effective April 1, 2005

	Step I	Step II	Step III	Step IV	Step V
Probationary*	2822				
Police Officer	3288	3387	3488	3593	3701
Detective	3387	3488	3593	3701	3812

Probationary Officers will move to Step I after completion of Police Academy. Officers will increase to the next higher step on anniversary date.

Union's Proposal:

12.1 Wage Rates:

Effective January 1, 2008 - all classifications in Appendix "A" will increase to rates shown in Appendix "A". [Below]

Effective January 1, 2009 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2007 to August 2008, with a floor of 3.5%.

Effective January 1, 2010 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2008 to August 2009, with a floor of 4%.

APPENDIX - "A"  
Police Department Salaries  
Effective January 1, 2008

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3268				
Police Officer	3872	3988	4108	4231	4358
Detective	3988	4108	4231	4358	4489

Probationary Officers will move to Step I after completion of Police Academy. Officers will increase to the next higher step on anniversary date.

City's Proposal:

Effective January 1, 2008 all classifications in appendix "A" will increase 4%. See Appendix "A".

January 1, 2009 - 4% increase.

January 1, 2010 - 3% increase.

January 1, 2011 - Wages to be increased by 100% US All-Cities CPI-W, Sept-Sept, minimum of 2% - maximum of 4%.

APPENDIX A  
Police Department Salaries  
Effective January 1, 2008

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3114				
Police Officer	3628	3737	3848	3964	4083
Detective	3737	3848	3964	4083	4206

Union's Position:

The Union's position is that the terms and conditions of employment of the officers of College Place Police Department, as primarily reflected by wages provided, are far behind the comparator cities. A drastic gap is apparent whether the

analysis takes into account common comparables only, Union comparables or even Employer comparables. The Union argues that the payment of sub-par wages cannot continue and submits proposals which it characterizes as reasonable, modest, and supported by detailed data.

Further, the Union's position, supported by citation from the Washington Supreme Court's decision in *Bellevue v. International Association of Firefighters*, is that interest arbitration is not a substitute for collective bargaining, but rather a process that displaces the police officer's right to strike in support of its demands.

The arbitrator should not merely determine the bargain the parties would have agreed to in polite talks across the bargaining table. He should, instead, consider what bargain would have been reached, and how staunch each party's resolve would have been, had the Union been bargaining from a position in which one of its economic weapons included the right to strike. A contrary approach... would strip the Union of their most powerful economic weapon, while giving them little in return. (U brief, pg. 2)

The whole purpose behind interest arbitration is to bring the bargaining unit more on par with the comparators. The Union argues that the comparators proposed by the City are problematic, while those proposed by the Union are more reasonable. The Parties agree on the following comparators: Prosser, Othello, Selah, Toppenish, Grandview and Cheney.

The Employer proposes to add Airway Heights, which the Union considers inappropriate because it has the lowest assessed valuation of any of the proposed comparators and because, like Cheney, it is a small city next to Spokane and therefore unnecessary. The Employer also proposes to add Clarkston which the Union considers inappropriate because it is part of the



Lewiston, Idaho labor market and Idaho is a "right-to-work" state.

Instead, the Union proposes to add Ephrata, which is appropriate because it has a population similarly small to College Place and is geographically close to five of the common comparator cities. The Union also proposes to add West Richland, which is appropriate because, like College Place which is contiguous to a larger city (Walla Walla), West Richland is continuous to the larger Richland. The Union's comparators are particularly appropriate because they place College Place directly in the middle of the population range.

Also, the Union urges the Arbitrator to be mindful of the terms and conditions of employment in contiguous Walla Walla. Turnover and competition from Walla Walla is a serious consideration as in recent years two officers, or 20% of the bargaining unit, have left College Place for Walla Wall because of the greater pay and benefits offered there.

In addition to disagreement over the appropriate comparables, the Parties also disagree regarding the methodology to be utilized in making comparisons between the bargaining unit and others. The Union argues that its methodology allows for a more accurate, "apples to apples" comparison. The Union made calculations based on a "real" hourly wage determined by dividing total pay - including base wage, longevity pay, and employer premium payments - by the number of hours worked, 2080 minus vacation and holiday hours.

The Union's position is that the City's numbers are "padded" because the City included the AA premium (which only two officers qualify for), deducted employee contributions for H&W (which does not represent an actual cost to the City), and relied on what comparables may charge for optional family coverage against what a College Place officer with no family

would pay out. Furthermore, the Union asks the Arbitrator to disregard the City's emphasis on 2007 data as it is irrelevant for this interest arbitration.

The Union's review of the common comparators shows that College Place is significantly behind the average. In 2008 this lag ranges between 18.67% for a 3 year officer to 21.94% for a 25 year officer. In 2009 this lag ranges between 10.27% for a 25 year officer to 17.18% for an 11 year officer.

The Union's review of the City's comparators shows that College Place is significantly behind the average. In 2008 this lag ranges between 16.63% for an 11 year officer to 19.38% for a 25 year officer. In 2009 this lag ranges between 13.16% for a 3 year officer to 17.44% for a 25 year officer. These numbers reflect the Employer's proposed wage increases for 2008 and 2009.

The Union's review of the Union's comparators shows that College Place is significantly behind the average. In 2008 this lag ranges between 20.78% for a 3 year officer to 25.78% for a 25 year officer. In 2009 this lag ranges between 12.92% for a 25 year officer to 19.80% for an 11 year officer. These numbers reflect the Union's proposed wage increases for 2008 and 2009.

Although the City's spreadsheets are flawed, they still demonstrate that the City's proposals will widen the compensation gap between police officers at College Place and those in the City's comparator jurisdictions. For the Top Step Wages the disparity will increase from 2.31% in 2007 to 2.69% in 2008 to 3.57% in 2009. Had the City's spreadsheets factored in longevity, vacation, holiday hours, and employer healthcare premiums - as the Union contends they should have - these disparities would be even more pronounced.

The City's proposals should be rejected by the Arbitrator as they fail to even begin bringing College Place officers on

par with comparator jurisdictions, regardless of which comparators are used and even if the City's spreadsheets are to be accepted. The City does not make an inability to pay argument and the Arbitrator therefore lacks the basis to conclude that budgetary constraints should prevent the Union's proposals from being accepted. The Union takes the position that all of the arguments and data presented above supports the position that the Union's proposals are more than reasonable and should be accepted by the Arbitrator.

### City's Position:

The City's position is that the wage increases requested by the Union are "ridiculous... not justified by the appropriate comparables and unattainable in actual negotiations especially in light of the current economic climate" (E brief, pg. 6). In contrast to the Union, which has not modified its economic proposal, the City has increased its financial offer based on the tracking of settlements offered by comparator jurisdictions. The result is that the City's current proposal keeps its officers within market and should be adopted by the Arbitrator.

Further, the City's position, supported by citation from Arbitrator Gaunt's decision in *Bellevue v. International Association of Firefighters*, is that interest arbitration is an extension of the collective bargaining process and that the party seeking a change to contract language bears the burden of persuasion.

The Parties agree on the following comparators: Prosser, Othello, Selah, Toppenish, Grandview and Cheney. However, the City argues Union did not use objective criteria to arrive at their comparators and the match between their comparator cities and the Employer's is purely coincidental. The Union's

screening criteria did not take into account the employer's ability to fund increases, and relied instead solely on population and assessed value. The City cites Arbitrator Wilkinson (1994) in support of its position that "sole reliance on population and assessed value fails to satisfy the statutory requirement... since retail sales tax generates a significant share of local income". Although the inclusion of West Richland and Ephrata, as proposed by the Union, would actually help the City in making a total compensation argument, the City rejects these as comparators because they are not justified by appropriate data. Furthermore, the City urges the Arbitrator to reject the Union's argument that Airway Heights and Clarkston are inappropriate comparators because of their proximity to Idaho. In fact, Cheney, which the Union also proposes to include, is much closer to the state border than Airway Heights.

The City argues that, unlike the Union's, its list of comparators is arrived at by using wage blind, arbitrator accepted methodology which results in a list of jurisdictions comparable in size as well as current expense responsibilities. These jurisdictions include those common comparators already listed, plus Airway Heights and Clarkston. Of these cities, only three operate a fully paid fire department, as does College Place. The criteria used included population, assessed valuation, taxable retail sales, and relevant geographic screening.

The City also argues that the Arbitrator should reject the Union's request to consider Walla Walla as a competitor labor market for officers. Walla Walla does not consider itself comparable to College Place as it operates under a budget which is four times larger, and instead compares itself to the Tri-Cities, Kennewick, Pasco etc. The testimony of Mr. Davis that officers have left College Place for Walla Walla should be taken

in the context of City Exhibit 84 which shows that in the last fourteen years only two employees have done so, out of the ten who have left department for various reasons. The two officers who did leave for Walla Walla wanted more opportunity for action and advancement than is available in our small town where calls for service are far below the average of our comparators and declining.

The City argues that the evidence on the record (E exhibits 34-54) demonstrate that the compensation offered by College Place is on par with that of comparable cities. In arriving at this conclusion, the City considered its current budget and tax revenues, the actual take home compensation proposed by the City, and the general state of the economy. The total take home pay of an employee reflects what that person has to spend, considering base wage, top step (reached sooner in College Place than comparable jurisdictions), and an AA degree premium (generally offered by comparable jurisdictions and frequently a requirement for entry officers) and less the employee's contribution to medical insurance (based on full family, maximum liability). According to the City, total take home compensation is the only appropriate method of comparability for real life employees as it is the most direct and applicable.

Attempting to put together a total compensation picture, as does the Union, is problematic because the compensation packages of different jurisdictions frequently included benefits and other elements which are offered everywhere and are not directly comparable. Furthermore, the City believes that the Union's data is not reliable and that it is "riddled with errors both raw data and calculation errors" making the Union's conclusions "inaccurate and unreliable" (E brief, pg. 17).

The City finds the Union's proposals to be entirely unreasonable and unjustified. Going against the norms of good

faith bargaining, the Union did not cost out the impact of its proposal, which the City approximates at 25%-27% over the three year term proposed. Such proposals would not possibly be accepted in bi-lateral negotiations. To award such increases without justification would mean that "interest arbitration stops being an extension of the collective bargaining process and becomes an end unto itself where unreasonable proposals... have a new life" (E brief, pg. 18).

The City's review of the department's expense budget shows that it is catching up even though the department has one third fewer employees. The department's budget went from being 19.91% below the average in 2007 to 17.20% below in 2008 to 10.78% below in 2009. Meanwhile, the City's budget went from being 3.91% above average in 2007 to 10.85% below in 2008 to 1.60% below in 2009 and the retail sales and use taxes went from being 10.34% below average in 2007 to 12.51% below in 2008.

Historically, the City has taken care of its officers, increasing their base wages by 47% since 1997 - an increase which exceeds the CPI by 15.10%. In 2007, the City is 2.31% behind the comparators in to step base wage for a 5 year officer; 2.69% behind in 2008; and 3.57% behind in 2009. However, adding in the City's take home approach places it 2.05% ahead in 2007; 1.42% ahead in 2008; and .21% ahead in 2009. The City is at the average in terms of total take home pay.

Lastly, the City cites Arbitrator Krebs' *Kennewick v. IAFF Local 1296* decision in support of its position that settlements with other bargaining units must be taken into consideration in determining wage adjustments. Unlike most of the comparators, College Place operates a paid Fire Department which places additional strain on the City's expenses. The firefighters also constitute an interest arbitration eligible unit and the City has routinely kept the wages of the two units at parity, which

is especially important during difficult economic times, as explained by Arbitrator Wilkinson in *Redmond v. Redmond Police Association*. Nonetheless, the wages presently offered to the police officers will for the first time exceed those of the firefighters. In fact, the officers' wages will be the highest offered to any City bargaining unit or non-represented group, exceeding the average by 11.6% in 2007; by 12.7% in 2008; and by 13.4% in 2009.

The City asks that the Arbitrator adopt its wage proposal as being the most reasonable in total take home compensation.

Award on Issue 1:

12.1 Wage Rates

Effective January 1, 2008 - all classifications in Appendix "A" will increase to rates shown in Appendix "A". [Below]

Effective January 1, 2009 - all classifications in Appendix "A" will increase to rates shown in Appendix "A" for 2009. [Below]

Effective January 1, 2010 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2008 to August 2009, with a floor of 2% and a maximum of 4%.

Effective January 1, 2011 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2009 to August 2011, with a floor of 2% and a maximum of 4%.

Wages increases for all current bargaining unit members will be retroactively applied, as appropriate, to January 1, 2008.

APPENDIX - "A"  
Police Department Salaries  
Effective January 1, 2008

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3144				
Police Officer	3662	3773	3885	4003	4122
Detective	3773	3885	4003	4122	4246

Police Department Salaries  
Effective January 1, 2009

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3301				
The Police Officer	3845	3963	4079	4203	4328
Detective	3963	4079	4203	4328	4458

Probationary Officers will move to Step I after completion of Police Academy. Officers will increase to the next higher step on anniversary date.

Analysis:

RCW 41.56.465 requires that the Arbitrator consider a number of factors when making an interest award. Many of these factors deal specifically with issues concerning wages and other cost items. The Arbitrator has been specifically mindful of these factors in reviewing the Parties disagreement over the matter of the wages that are to be paid to College Place police officers. This analysis focuses on those factors which were stressed in the arguments of both the Union and the City. The factor most discussed by both Parties is the matter of comparability; whether the City pays wages to its police officers consistent with other comparable jurisdictions. In response to the heavy emphasis placed on this criterion by the Parties, much of the analysis related to wages focuses on this concern.

The Parties are in agreement over the following six comparable jurisdictions:

Toppenish  
Cheney  
Grandview  
Selah  
Prosser  
Othello



The City proposes to add Clarkston and Airway Heights to the list. The Union disagrees and offers Ephrata and West Richland. While both Parties disagree as to which jurisdictions to add, they do agree that the total number should be eight. Based on this the Arbitrator determines that the appropriate comparators are:

- Clarkston
- Ephrata
- Toppenish
- Cheney
- Grandview
- Selah
- Prosser
- Othello

For a number of reasons the Arbitrator rejects Airway Heights and West Richland as possible comparators. Airway Heights is the most geographically distant and the least related on a number of other key criteria. Western Richland is a suburb of Richland which is a part of the central Washington Tri-City metro complex. None of the other comparators have a similar relationship to a metro complex, a relationship which has a tendency to drive up wages. The Arbitrator further notes that by eliminating Airway Heights and West Richland as comparators, he has removed the statistical extremes from the data; West Richland at the top and Airway Heights at the bottom.

Using the data found in both Union and City exhibits, the Arbitrator pulls together the following wage information:

<u>2008 Top Step Police Officer</u>	
Toppenish	4,451
Cheney	4,412
Grandview	4,335
Selah	4,180
Clarkston	4,174
Prosser	4,069
Othello	3,955
Ephrata	4,322

Average 4,237

College Place	4,358	Union proposal of 11% increase
Difference	120.75	
% above	.028	

College Place	4,083	Employer proposal of 4% increase
Difference	154.25	
% below	.038	

College Place	4,122	Arbitrator's award of 5% increase
Difference	115	
% below	.028	

2009 Top Step Police Officer

Cheney	4,717
Grandview	4,595
Toppenish	4,540
Prosser	4,420
Selah	4,347
Clarkston	4,257
Othello	4,153
Ephrata*	4,538

Average 4,446

College Place	4,366	Union proposal of 5.93% increase
Difference	80	
% below	.018	

College Place	4,287	Employer proposal of 4% increase
Difference	159	
% below	.037	

College Place	4,328	Arbitrator's award of 5% increase
Difference	118	
% below	.027	

While RCW 41.56.465 requires that an arbitrator use comparability as one of the factors in reaching a decision

related to wages, the statute does not set forth how any given jurisdiction ought to relate to the comparators. A set of comparators provides both a range of wages and an average wage. Should the instant jurisdiction set wages at the average, the top or the bottom? That question is left by RCW to the Parties to argue and ultimately for the Arbitrator to determine.

The City passionately argued that wages for its police officers should legitimately lag behind the appropriate comparators. Having carefully studied the City's argument and the evidence presented in support of that argument, the Arbitrator concludes that the City makes a good case. As a result the Arbitrator determined to set wages between two and 3% below the average for the comparators (.028 in 2008 and .027 in 2009). He believes that this decision does not treat the officers in College Place unfairly or unreasonably. Furthermore, in reviewing the labor agreements in place for the comparators, the Arbitrator also concludes that the mathematical formula awarded by which to set wages in 2010 and 2011 will achieve the same results.

In their written briefs, both Parties repeatedly recognized the difficulties in attempting to have an "apples to apples" comparison. Some wage increases, for example, are given by the comparators at the beginning of the year, others provide smaller increases but one at the beginning and one mid-year. The Arbitrator used the top step for a police officer as the basis for establishing comparability but the number of years to get to the top step differs comparator to comparator. Without undue elaboration, the Arbitrator recognizes the difficulty of getting a true comparison. Ultimately, however, he arrives at the conclusion that using top step for police officer is a reasonable basis to make the comparison and does not unduly construe the results.

As emphasized above, the Arbitrator carefully considered all of the evidence and arguments provided by the Parties but is focusing this analysis on those factors he considered most significant in shaping the award. This analysis continues by discussing five of those primary factors.

First, the Union at page 8 of its brief cites a prior interest arbitration award by this Arbitrator. In that award the Arbitrator took the position that the best comparison is total cost to total cost. In other words, what is the full cost to a jurisdiction for purchasing one hour of police services? The flip side of this is that those costs are what a police officer receives (wages and benefits) for providing that one hour of service. The Arbitrator emphasizes the concept of an hourly comparison because the number of hours worked by a police officer during a year can change jurisdiction to jurisdiction and can further change by seniority as the officer receives additional vacation time.

Compensation can take many forms and different jurisdictions provide that compensation in unique combinations of those different forms. It is the sum total cost of those unique combinations that need to be compared jurisdiction to jurisdiction. Thus this Arbitrator reaffirms his earlier decision and emphasizes his effort in shaping the various awards in this decision to be cognizant of the concept of total cost as the basis for making a comparison.

Second, the City put a heavy emphasis on the concept of employee take home pay. The Arbitrator carefully studied the data and philosophically is drawn to it. Employees pay their mortgages and other bills not with gross pay but with net pay. Ultimately, however, he did not find this a compelling argument. For one thing, the City's data is heavily skewed by the presence of Airway Heights, the jurisdiction that provides employee only

medical insurance. Police officers in that jurisdiction who need full-family coverage pay the entire cost of that addition thus reducing their take home pay. No other comparator is similarly situated. Since the Arbitrator removed Airway Heights from the list of comparators, the City's data is significantly less compelling.

Additionally, as is set forth in the analysis on the next issue, the City's data is also skewed in that it assumes that all police officers in each jurisdiction need full-family coverage. The Arbitrator concludes that this assumption is substantially inaccurate, a fact which additionally undermines any legitimacy to the City's argument.

Third, the Arbitrator did give consideration to the City's arguments around the internal comparators. However, he found the external comparators more significant in determining the appropriate wage. The Arbitrator specifically notes the City's concern about its other interest arbitration eligible bargaining unit, the firefighters. While this bargaining unit will certainly raise arguments related to any internal disparity with police officer wages, it will additionally have to justify its proposals by external comparators. If both the internal and external comparators support a wage increase, the City will simply have to deal with that fact.

Fourth, the Union pushed for higher wages based on a comparison with Walla Walla which it called a competitor not a comparator. The Arbitrator simply notes that the concept of a competitor is not a statutory criterion and that the movement of two officers from the College Place police department to the Walla Walla police department is a fact too old to have much significance for this award.

Finally, the Arbitrator needs to admit to a certain amount of trepidation over issuing this interest arbitration decision.

The Arbitrator takes note that on a daily basis the front pages of the media continue to emphasize that we are in the midst of the greatest recession since the Great Depression. The trepidation comes from the fact that this entire proceeding and this award has too much of a feel that it is simply business as usual. How can one give any increase in wages when some jurisdictions (California and Oregon for example) are rolling back wages and furloughing employees?

Ultimately, the Arbitrator set aside his trepidation, focused on the statutory criteria and notes that for most all the comparators wages and benefits are already set through the year 2011. This award is, in the Arbitrator's view, consistent with the terms and conditions set forth in the labor agreements of the comparators. Hopefully actions taken at the national and state level will continue to have a positive impact on the economy and business can return to a more steady state. Clearly this award contains some of the optimism found in that statement.

## **ISSUE 2: ARTICLE 15.1 - HEALTH INSURANCE PREMIUM PAYMENT SHARE**

### Current Language:

15.1 Effective 7/1/05 the employer will increase contributions for Health and Welfare to \$677.15 per month per member of the bargaining unit for the following coverage:

UEBT A-5 Medical Benefits - \$610.00  
WTWT Dental Plan C - \$49.20  
WTWT Life/AD&D Plan B - \$6.60  
WTWT Vision Plan EXT - \$11.35

Effective 1-1-06 and 1-1-07 cost increases in the above listed plans to be shared on a 50/50 basis, 50% by the employer and 50% by the employee.

Union's Proposal:

15.1 Effective 1/1/08, and continuing for the duration of this agreement, the Employer will increase contributions for Health and Welfare to the required amount per month per member of the bargaining unit for the following coverage:

UEBT A-5 Medical Benefits -	\$702.00
UEBT Time Loss 4 -	\$22.00
WTWT Dental Plan A -	\$117.14
WTWT Vision Plan EXT -	<u>\$11.35</u>
	\$852.89

Effective 1-1-08, and each month thereafter during the period of this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, and the United Employees Benefit Trust the full premium amounts per employee who received compensation for not less than 40 hours the previous month to purchase the above-referenced mix of benefits.

City's Proposal:

15.1 [No change]

Union's Position:

The Union's review of the medical premiums paid by College Place demonstrates that the City pays much less for full-family coverage, regardless of which comparators are used and even should the Union's proposal be adopted.

Using only the common comparators, the City pays \$479.03 less per employee in 2008 and \$506.54 less per employee in 2009. Using only the Employer's comparators, the City pays \$425.04 less per employee in 2008 and \$450.13 less per employee in 2009. Using only the Union's comparators, the City pays \$536.60 less per employee in 2008 and \$571.11 less per employee in 2009.

Adopting the Union's proposal for 2008 would result in a cost of \$852.89 per month per employee. This is \$348.95 less than the average of the common comparators; \$294.96 less than the Employer comparators; and \$406.52 less than the Union comparators.

Adopting the Union's proposal for 2009 would result in a cost of \$910.07 per month per employee. This is \$345.38 less than the average of the common comparators; \$288.97 less than the Employer comparators; and \$409.95 less than the Union comparators.

The Union argues that its proposed language should be adopted as it "both protects the employees from further diminution to their wages and still allows the City to remain below the average of the comparators" (U brief, pg. 15).

#### City's Position:

During the last negotiations the Parties agreed to current contract language establishing the level of benefits and the 50/50 cost sharing approach. Significantly, the City agreed to transition the officers from the previous AWC plan to the UEFT. Although both the City and the officers pay less per month to UEFT, this transition was a costly one for the City in terms of loss of control regarding the timing of premium payments and other expenses. "[A]ny cost savings realized by the City... have more than been exceeded by the cost of City staff time and representatives dealing with their complex regulations as well as costs defending the City in grievances over the application of trust rules" (E brief, pg. 15). Consequently, the amount that the employer contributes to medical insurance is less relevant as the employee out of pocket contribution. The City premium contribution is a product of the Union's request to move to the UEFT plans and should not be compared to the costs



incurred by other jurisdictions due to their choices regarding Union Trust plans. Making comparisons on the basis of the Employer contributions would penalize the City for bargaining in good faith when it agreed to move to the Union trust plan.

The City's review of employee out of pocket contributions to the insurance plan demonstrates that the bargaining unit pays less for coverage compared to average internal and external comparators. Considering external comparators, College Place officers paid 79.69% less in 2007; 68.28% less in 2008; and 55.15% less in 2009. Considering internal comparators, College Place officers paid 60% less in 2007; 46% less in 2008; and 32% less in 2009. This is fair and consistent.

The Union has presented no rationale to change the status quo and enhance the insurance plans selected during the last negotiations, nor have the officers raised any issues with the level of plans currently in place. The Arbitrator lacks any basis to conclude that the status quo should not be maintained.

Award on Issue 2:

15.1 Effective 8/1/09 the employer will increase contributions for Health and Welfare to \$756.07 per month per member of the bargaining unit for the following coverage:

UEBT A-5 Medical Benefits - \$700.00  
WTWT Dental Plan C - \$44.72  
WTWT Vision Plan EXT - \$11.35

Effective 1/1/10 the employer will increase its per bargaining unit member monthly contributions for Health and Welfare to the amount set forth below for the following coverage:

UEBT A-5 Medical Benefits - (\$700.00 + 50% of increased cost over prior year)  
UEBT Time Loss 4 - - \$ (full amount)  
WTWT Dental Plan A - \$ (full amount)  
WTWT Vision Plan EXT - \$ (full amount)

Effective 1-1-11 the above listed plans will be maintained and any cost increases will be shared on a 50/50 basis, 50% by the employer and 50% by the employee.

Effective 1-1-08, and each month thereafter during the period that this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, and the United Employees Benefit Trust the full premium amounts per bargaining unit member who received compensation for not less than 40 hours the previous month to purchase the above-referenced mix of benefits.

### Analysis:

The current medical insurance benefit was negotiated and agreed to in the old CBA. That provision called for a 50/50 split of any increased costs during the last two years of the agreement. The old agreement expired on December 31, 2007. The medical insurance benefit has been continued for the last eighteen months applying the same 50/50 split for increased costs in 2008 and again in 2009. The Arbitrator sees no reason to retroactively make adjustments to the cost sharing or to the makeup of the benefits. Thus his award takes effect on August 1, 2009.

As on the prior issue, the medical benefit issue is primarily about the comparators; wages plus the cost of the insurance benefit making up the substantial majority of the City's cost for hiring a police officer. On wages the Arbitrator attempted to bring this bargaining unit into a closer relationship with the average wage for the comparators. He applied the exact same reasoning with regard to the medical benefit. As is more extensively explained above, attempting to calculate an exact equivalency to comparators is a difficult task achieving at best a reasonable approximation. The Arbitrator is convinced that his award is that "reasonable

approximation." Additional specific points of analysis are provided below.

Starting on January 1, 2010, the Arbitrator's award improves the dental insurance benefit and adds the *Time Loss* element. These changes reflect the Arbitrator's conclusion that the City lags behind its comparators in both the amount paid for medical insurance benefits and specifically with regard to the dental insurance program (U 31, 32, 33). These changes also reflect the fact that the Arbitrator found persuasive Union arguments with regard to the need for improved dental program and the *Time Loss* benefit.

The Union claims that the City lags way behind the comparators with regard to the total payment to the medical insurance benefit while the City contends that members of the bargaining unit have far less out of pocket costs than employees of the comparators. After a careful study of the data, the Arbitrator found neither of these claims completely accurate.

The Union's analysis of the comparators uses the employers' contribution towards the cost of full family coverage as the basis for its claim. The problem with this method is that many officers will not be enrolled in full family coverage but will have employee only insurance or employee plus one dependent (U 31, 32, 33). In that case the contribution is substantially less. Since College Place pays a composite rate, as do Othello and Selah, a comparison to the cost of full-family coverage under a traditional payment structure gives a significantly distorted view. Looking at the relationship between payments made by Othello and Selah to those made by College Place does show a lag for 2009 of 18% (U 32). Having studied the data, the Arbitrator is convinced that the 18% figure is a rough approximation of the actual gap between what College Place pays for the medical insurance benefit and the per employee average

payment made by the comparators. The Arbitrator acknowledges, however, that while the 18% is a real figure when looking at Othello and Selah, it is simply a studied approximation when looking at the whole group of eight comparators.

The City, on the other hand, provides data on employee contributions for the comparators that also use the contribution for a non-composite rate full-family premium. In other words, while the Union uses this figure to look at the employers' contribution, the City uses it to look at the employees' contribution. In either case it distorts the end result. For example, the city notes that a Clarkston city employee contributes \$145 per month (C 65) towards the medical insurance benefit in 2009. This is true only if that employee is receiving the full-family benefit. If the employee is receiving employee only benefit (is single, has a spouse that is otherwise insured, etc.), he or she pays only \$51 per month (U 33). Other comparators show the same gap such as Prosser where the employee contribution is \$170 full family compared to \$59 for employee only. Unless one knows the exact makeup of the bargaining unit and the selection made by each employee it is not possible to calculate exactly the average per employee contribution to the medical insurance benefit. It will, however, be a number somewhere between the high and low set forth above.

The bottom line for College Place is that there is a lag with the comparators on the medical insurance benefit but it is not as bad as the Union claims nor as good as the City wants to make it. The Arbitrator's award takes a significant step towards addressing the discrepancy in a cost sensitive manner.

### ISSUE 3: ARTICLE 15.4 - LIFE INSURANCE BENEFIT AMOUNT

#### Current Language:

15.4 Term Life Insurance: The City agrees to pay the premium for term life insurance for each covered employee in the amount of ten thousand dollars (\$10,000).

#### Union's Proposal:

15.4 Term Life Insurance: The City agrees to pay the premium for term life insurance for each covered employee in the amount of fifty thousand dollars (\$50,000).

#### City's Proposal:

15.4 Term Life Insurance: [No change]

#### Union's Position:

The Union's proposal would increase the cost to the City from \$1.60 per month per employee to \$8.00 per month per employee, amounting to \$51.20 per month for the bargaining unit. "\$10,000 is not a large life insurance policy, especially when considering that these police officers put their lives on the line everyday for the City" (U brief, pg. 15). An increase to \$50,000 is reasonable.

#### City's Position:

The City recognizes that the current benefit is low compared to other jurisdictions. Its inability to grant the Union's proposal is due to the inability of the Parties to reach agreement on wage and medical insurance increases. "Given a reasonable settlement award the City would not be opposed to the addition of this benefit within the context of an affordable total package" (E brief, pg. 33).

Award on Issue 3:

15.4 Term Life Insurance: The City agrees to pay the premium for term life insurance for each covered employee in the amount of fifty thousand dollars (\$50,000).

Analysis:

The Arbitrator notes that the only barrier to an agreement on this issue is a satisfactory settlement of the other issues in dispute. The Employer was reluctant to agree to a cost increase for this benefit until it knew all of the other costs that would occur as a result of the settlement of the remaining issues. Since this award determines those costs and, in the Arbitrator's view, the costs are reasonable, the award of the increase to the life insurance benefit is justified.

**ISSUE 4: ARTICLE 12.2 - SHIFT DIFFERENTIAL**

Current Language:

12.2 Shift Differential: Employees whose assigned shift is other than the designated "Day Shift" shall receive the following additions to pay.

12.2.1 Thirty-five cents (\$.35) per hour shall be added to the pay of those working the designated "Swing Shift".

12.2.2 Forty cents (\$.40) per hour shall be added to the pay of those working a designated shift other than "Swing" or "Day" (e.g., Late Swing, Relief or Graveyard).

12.2.3 No shift differential shall be added to the pay of employees who may incidentally work hours outside the designated "Day Shift". An entire shift must be assigned in order to qualify for pay under this Article.

12.2.4 No employee shall suffer a reduction in shift differential due to a temporary reassignment of shifts by the Employer.

City's Proposal:

12.2 Shift Differential: [Delete, remove from contract]

Union's Proposal:

12.2 Shift Differential: Employees whose assigned shift is other than the designated "Day Shift" shall receive the following additions to pay.

12.2.1 Forty-five cents (\$.45) per hour shall be added to the pay of those working the designated "Swing Shift".

12.2.2 Fifty cents (\$.50) per hour shall be added to the pay of those working a designated shift other than "Swing" or "Day" (e.g., Late Swing, Relief or Graveyard).

12.2.3 No shift differential shall be added to the pay of employees who may incidentally work hours outside the designated "Day Shift". An entire shift must be assigned in order to qualify for pay under this Article.

12.2.4 No employee shall suffer a reduction in shift differential due to a temporary reassignment of shifts by the Employer.

City's Position:

The City argues that the payment of a shift differential has become an obsolete practice in public sector employment. Only one other comparator jurisdiction offers a shift differential and no other employee group in the City of College Place receives it. Police officers understand that law enforcement requires round-the-clock coverage and accept shift work as a condition of employment. Many officers even prefer to work other than the traditional day shift, despite the original logic behind this premium as penalty pay. The City's method of rotating officers through the shifts within a one year period is fair and appropriate. The elimination of a shift differential

would additionally lighten the administrative burden of the City's very busy payroll staff.

#### Union's Position:

The City's proposal to take away the shift differential is unacceptable because it would place the officers even further behind in overall wages. As the City did not give any reason to justify the removal of this language, the Arbitrator should not allow the officers to suffer this additional reduction in compensation.

#### Award on Issue 4:

12.2 Shift Differential: The shift differential provided in the prior agreement shall be retained until August 1, 2009. Effective August 1, 2009 the payment of the shift differential will be terminated and the language related to the differential removed from the collective bargaining agreement.

#### Analysis:

The Union proposes to maintain the language related to shift differential but to increase each of the differentials by 10¢ an hour. The Union's reasoning is that the differential has existed over many years but has not been increased. Therefore, an increase is warranted. Additionally, the Union objects to the City's proposal to remove the provision and argues to retain based on the fact that the overall wages of the bargaining unit are low compared to the comparables and removal would just exacerbate the problem.

The Arbitrator notes, however, that neither the existence of the shift differential nor the proposed increases are supported by the comparators. With the exception of Prosser, no other comparator has a shift differential. Most important, the



shift differential appears to serve no purpose other than to put some additional money into the pocket of bargaining unit members and that purpose, in the Arbitrator's view, can best be served through an appropriate increase in basic wages.

The City calls the shift differential a "dinosaur whose time has come for extinction" (C Br. 24). On reflection, the Arbitrator sides with the City on this issue and concludes that the matter of non-comparable wages ought to be addressed as a matter of wages not through the shift differential. The Award removes the shift differential from the CBA.

### **ISSUE 5: ARTICLE 13.1 - VACATION ACCRUAL BENEFIT**

#### Current Language:

13.1 Vacation Leave: Regular employees shall accrue vacation credit from the Date of Hire (DOH), but may not use vacation (or receive payment in lieu) prior to completing twelve (12) months with the Employer. In the event of a personal emergency, an exception may be granted by the Police Chief. If an employee is terminated during the initial probation period, no vacation shall have been earned.

Regular full-time employees shall earn vacation leave according to the following schedule:

Continuous Service	Monthly Accrual	Annual Equivalent
1 Year Through 5	8.00 Hours	12 Days
6 Years Through 10	10.00 Hours	15 Days
11 Years Through 15	13.33 Hours	20 Days

#### Union's Proposal:

13.1 Vacation Leave: Regular employees shall accrue vacation credit from the Date of Hire (DOH), but may not use vacation (or receive payment in lieu) prior to completing twelve (12) months with the Employer. In the event of a personal emergency, an exception may be granted by the Police Chief. If an employee is

terminated during the initial probation period, no vacation shall have been earned.

Regular full-time employees shall earn vacation leave according to the following schedule:

Continuous Service	Monthly Accrual	Annual Equivalent
1 Year Through 5	8.00 Hours	12 Days
6 Years Through 10	10.00 Hours	15 Days
11 Years Through 15	13.33 Hours	20 Days
16 Years Through 20	14.66 Hours	22 Days
Over 20 Years	16.66 Hours	25 Days

City's Proposal:

Article 13.1: [No change]

Union's Position:

The bargaining unit has several employees of considerable seniority. The Union is requesting a modest bump in total possible vacation accrual to reward long-term employees for their loyalty. When compared with other jurisdictions, the City is on the low side of vacation for long-term employees. The Union comparators average 25.63 days of accrual for an 18.5 year employee. The Employer comparators average 23.75 days of accrual for a 17.75 year employee. This benefit is reasonable as it is not a large expense to the City.

City's Position:

The Union has failed to meet its burden of proof to demonstrate that an increase in vacation accruals is needed. According to the City "this proposal is another wish list item thrown on the table in hopes that the arbitrator will split the baby and grant the Union some benefit they could not have achieved in negotiations" (E brief, pg. 32).

The Union has attempted to make contradictory arguments. On the one hand it argues that the City has poor retention, is losing officers to Walla Walla, and should grant wage increases. On the other hand it argues that the City has long term employees who should be rewarded with more time off.

The City's review of the comparables demonstrates that it is on par with other jurisdictions in terms of vacation accrual. Testimony at the hearing further demonstrated that the City has a problem with getting officers to take the vacation they are currently accruing - granting additional accrual is not sensible. Furthermore, such an increase in accrual would disrupt a long standing, city wide, consistently applied practice of granting the same level of vacation benefit to all city staff.

Award on Issue 5:

13.1 Vacation Leave: Regular employees shall accrue vacation credit from the Date of Hire (DOH), but may not use vacation (or receive payment in lieu) prior to completing twelve (12) months with the Employer. In the event of a personal emergency, an exception may be granted by the Police Chief. If an employee is terminated during the initial probation period, no vacation shall have been earned.

Regular full-time employees shall earn vacation leave according to the following schedule:

Continuous Service	Monthly Accrual	Annual Equivalent
1 Year Through 5	8.00 Hours	12 Days
6 Years Through 10	10.00 Hours	15 Days
11 Years Through 15	13.33 Hours	20 Days
16 Years Plus	14.66 Hours	22 Days

Analysis:

The City's own comparators establish a justification for a small improvement at the top end of the vacation accrual chart (C 74 and 75). The Arbitrator's award adds some additional vacation time for those employees with sixteen or more years of service with the City. Vacation time should be retroactively added to those qualifying employees effective January 1, 2008.

**ISSUE 6: ARTICLE 8.5 - TIME LOSS COMPENSATION INSURANCE  
FOR ON-THE-JOB INJURY**

Current Language:

8.5 Injury on the Job: Any regular full-time employee covered by this Agreement who is injured while on his regular job and is unable to return to work, shall be compensated by the Employer in the amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's [eight (8) hours] pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank up to a maximum of fifty (50) days. Only that portion of sick leave pay used shall be deducted from the employee's sick leave bank, unless otherwise mutually agreed upon by the Employer and employee.

Union's Proposal:

8.5 Injury on the Job: Any regular full-time employee covered by this Agreement who is injured while on his regular job and is unable to return to work, shall be compensated by the Employer in the amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank up to a maximum of one hundred (100) days. Only that portion of sick leave pay used

shall be deducted from the employee's sick leave bank, unless otherwise mutually agreed upon by the Employer and employee.

City's Proposal:

8.5 Injury on the Job: [No change]

Union's Position:

The Union argues that there is no basis to deny the proposal to allow employees to use a larger amount of sick leave when injured on the job, which it characterizes as reasonable and "only fair". The proposal costs the City nothing and will actually save money as the used sick leave will no longer be a liability to the City. Furthermore, most comparator cities do not have a cap for sick leave resulting from on-the-job injuries.

City's Position:

The City's position is simple and straightforward. It emphasizes that the Union points to no problems with the provision in the past. In the absence of any difficulties with the current language, the City sees no reason to make a change.

Award on Issue 6:

8.5 Injury on the Job: Any regular full-time employee covered by this Agreement who is injured while on his regular job and is unable to return to work, shall be compensated by the Employer in the amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank up to a maximum of one hundred (100) days. Only that portion of sick leave pay used

shall be deducted from the employee's sick leave bank, unless otherwise mutually agreed upon by the Employer and employee.

Analysis:

One hopes that this provision never has to be used. Injuries on the job are something that every Employer seeks to prevent. Unfortunately, at times, they do happen. The City's argument that no change is needed because it has not previously experienced a situation where an officer has needed a benefit greater than what currently exists reflects, in this Arbitrator's view, a fortunate circumstance. The Arbitrator concludes, however, that the change requested by the Union is reasonable, consistent with the comparators and is more responsive to the type of risks taken by a police officer. Waiting until the time a police officer has a major injury is not the right time to make the change. Using sick time to cover partial loss of income during the time of a major injury does not increase the City's cost and is clearly a significant benefit to the employee.

**ISSUE 7: ARTICLE 18.1 - NUMBER AND CONTENT OF ISSUED  
OFFICER UNIFORM ITEMS**

Current Language:

18.1 The Employer shall provide as initial issue of three (3) serviceable uniforms to new employees and on an exchange and replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Chief of Police. The Employer shall pay for the cleaning of one (1) uniform per week.

Union's Proposal:

18.1 The Employer shall provide as initial issue of four (4) serviceable uniforms to new employees and on an exchange and replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Chief of Police. The Employer shall pay for the cleaning of one (1) uniform per week.

City's Proposal:

18.1 [No change]

Union's Position:

The officers request one additional uniform so that they are able to wear a fresh uniform on each shift and only have to launder them on days off. "Having fresh and clean uniforms, especially in the hot weather, is important for the officers, especially when dealing with the public. This is a small request" (U brief, pg. 17).

City's Position:

The provision of three serviceable uniforms is justified by comparator jurisdictions. However, the City has complied with a request made by the officers during the term of the previous contract to provide a jump suit. The contract does not define what constitutes a serviceable uniform, and the Police Chief at his discretion has determined that a jump suit is appropriate for wear by the officers. The City's position, therefore, is that it already provides four serviceable uniforms; neither does the Union contradict this premise. The Union's current position is an attempt to challenge what constitutes a serviceable uniform. As it failed to bargain over this definition during negotiations, it should not be allowed to prevail in arbitration.

### Award on Issue 7:

18.1 The Employer shall provide as initial issue of four (4) serviceable uniforms to new employees and on an exchange and replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Chief of Police. The Employer shall pay for the cleaning of one (1) uniform per week.

### Analysis

The Arbitrator finds the arguments of the Union persuasive on this issue. Officers work a 4 day week and having a fresh uniform to put on each day is not an unreasonable request. Moreover, the Arbitrator did not find the comparables to be of much help on this issue. Primarily the language in comparator agreements simply state that the Employer will provide uniforms but without expressing a quantity.

The Arbitrator did not find persuasive the City's contention that the jump suit gave officers a fourth uniform and thus there was no need to change the language. While obviously the jumpsuit has its utility, there is simply no evidence that in the normal course of events it is routinely worn as part of the officers regular attire.

### **ISSUE 8: ARTICLE 26 - TERM OF AGREEMENT AND LANGUAGE ON HOW TO REQUEST NEGOTIATIONS FOR SUCCESSOR AGREEMENT, PROPOSED BY UNION AS NEW TEXT**

### Current Language:

26.1 This document shall be in full force and effect from January 1, 2005 through December 31, 2007.



Union's Proposal:

26.1 This Agreement shall be in full force and effect from January 1, 2008 through December 31, 2010. This Agreement will automatically renew itself from year to year thereafter, unless either party gives written notice to the other, one hundred eighty (180) days prior to the expiration date, of a desire to amend or terminate said Agreement.

City's Proposal:

26.1 This document shall be in full force and effect from January 1, 2008 through December 31, 2011.

Union's Position:

The Union's proposal for a three year Agreement is reasonable as, historically, the Parties have not had an Agreement for a term longer than three years since at least 1988. A three year limit is especially important if the City's proposal that the employees pay 50% of their medical insurance premiums is accepted. Otherwise, they would be subject to unpredictable increases in premiums for an unacceptably long period of time.

The Union's proposal to include re-opener language for a successor agreement is in line with the express purpose of RCW 41.56 to promote collective bargaining, avoid labor disputes, and settle contracts. The City provides no rationale for opposing this portion of the proposal.

City's Position:

The City's position is that an agreement of four years or longer serves the interests of both Parties better than a three year contract.

Prior to 2007 Washington statute limited contracts to three years. Unfortunately, this created the common situation in which the Parties currently find themselves where two or more years expire before the process of negotiations, mediation, and interest arbitration is concluded and a new contract effected. In the interest of allowing the parties to "cool off" and regroup from the interest arbitration process before returning to negotiations for the successor agreement, the State legislature modified RCW 41.56 to allow for longer term contracts.

In the instant case, a three year agreement would mean that the Parties would return to negotiations eight months after the signing of the contract. To avoid the scenario of perpetual negotiations, the City advances its proposal to have a four-year contract and would even be willing to agree to a five-year term (based on the same CPI formula as for the fourth year).

#### Award on Issue 8:

26.1 This document shall be in full force and effect from January 1, 2008 through December 31, 2011. This Agreement will automatically renew itself from year to year thereafter, unless either party gives written notice to the other, one hundred fifty (150) days prior to the expiration date, of a desire to amend or terminate said Agreement.

#### Analysis

While the Arbitrator would normally agree with the Union that a three year collective bargaining agreement is appropriate, the practical reality is that in agreeing with the City the new CBA is only 2.5 years long (this decision is rendered in July of 2009 and the endpoint of the CBA is December 31 of 2011).

Additionally, the Arbitrator finds the new language proposed by the Union consistent with that found in the comparators and of value in that it sets the time to commence negotiations over a successor agreement. The Arbitrator awards this language but modifies the 180 day element of the Union's proposal in that it appeared excessive and not supported by the comparators.

## SUMMARY OF AWARD

The following is an issue by issue reproduction of the Arbitrator's actual award on the eight items in dispute. It is provided solely for the purpose of making it easier for the party's to review the Arbitrator's decision as a whole.

### ISSUE 1

#### 12.1 Wage Rates

Effective January 1, 2008 - all classifications in Appendix "A" will increase to rates shown in Appendix "A".

Effective January 1, 2009 - all classifications in Appendix "A" will increase to rates shown in Appendix "A" for 2009.

Effective January 1, 2010 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2008 to August 2009, with a floor of 2% and a maximum of 4%.

Effective January 1, 2011 - The amounts in Appendix "A" shall be increased by amounts equal to 100% of the CPI-W, August 2009 to August 2011, with a floor of 2% and a maximum of 4%.

Wages increases for all current bargaining unit members will be retroactively applied, as appropriate, to January 1, 2008.

#### APPENDIX - "A" Police Department Salaries Effective January 1, 2008

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3144				
Police Officer	3662	3773	3885	4003	4122
Detective	3773	3885	4003	4122	4246

#### Police Department Salaries Effective January 1, 2009

	Step I	Step II	Step III	Step IV	Step V
Probationary*	3301				
Police Officer	3845	3963	4079	4203	4328
Detective	3963	4079	4203	4328	4458

## ISSUE 2

15.1 Effective 8/1/09 the employer will increase contributions for Health and Welfare to \$756.07 per month per member of the bargaining unit for the following coverage:

UEBT A-5 Medical Benefits - \$700.00  
WTWT Dental Plan C - \$44.72  
WTWT Vision Plan EXT - \$11.35

Effective 1/1/10 the employer will increase its per bargaining unit member monthly contributions for Health and Welfare to the amount set forth below for the following coverage:

UEBT A-5 Medical Benefits - (\$700.00 + 50% of increased cost over prior year)  
UEBT Time Loss 4 - - \$ (full amount)  
WTWT Dental Plan A - \$ (full amount)  
WTWT Vision Plan EXT - \$ (full amount)

Effective 1-1-11 the above listed plans will be maintained and any cost increases will be shared on a 50/50 basis, 50% by the employer and 50% by the employee.

Effective 1-1-08, and each month thereafter during the period that this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, and the United Employees Benefit Trust the full premium amounts per bargaining unit member who received compensation for not less than 40 hours the previous month to purchase the above-referenced mix of benefits.

## ISSUE 3

15.4 Term Life Insurance: The City agrees to pay the premium for term life insurance for each covered employee in the amount of fifty thousand dollars (\$50,000).

## ISSUE 4

12.2 Shift Differential: The shift differential provided in the prior agreement shall be retained until August 1, 2009. Effective August 1, 2009 the payment of the shift differential will be terminated and the language related to the differential removed from the collective bargaining agreement.

## ISSUE 5

13.1 Vacation Leave: Regular employees shall accrue vacation credit from the Date of Hire (DOH), but may not use vacation (or receive payment in lieu) prior to completing twelve (12) months with the Employer. In the event of a personal emergency, an exception may be granted by the Police Chief. If an employee is terminated during the initial probation period, no vacation shall have been earned.

Regular full-time employees shall earn vacation leave according to the following schedule:

Continuous Service	Monthly Accrual	Annual Equivalent
1 Year Through 5	8.00 Hours	12 Days
6 Years Through 10	10.00 Hours	15 Days
11 Years Through 15	13.33 Hours	20 Days
16 Years Plus	14.66 Hours	22 Days

## ISSUE 6

8.5 Injury on the Job: Any regular full-time employee covered by this Agreement who is injured while on his regular job and is unable to return to work, shall be compensated by the Employer in the amount equal to the difference between his regular salary and those monies paid by the State of Washington Temporary Disability Compensation schedule so that the employee shall receive a full day's pay at his regular rate for each eligible day disabled. Such difference in compensation shall be paid from the employee's sick leave bank up to a maximum of one hundred (100) days. Only that portion of sick leave pay used shall be deducted from the employee's sick leave bank, unless otherwise mutually agreed upon by the Employer and employee.

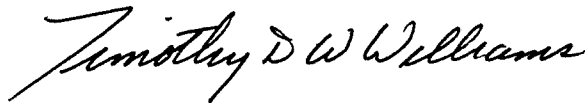
## ISSUE 7

18.1 The Employer shall provide as initial issue of four (4) serviceable uniforms to new employees and on an exchange and replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Chief of Police. The Employer shall pay for the cleaning of one (1) uniform per week.

**ISSUE 8**

26.1 This document shall be in full force and effect from January 1, 2008 through December 31, 2011. This Agreement will automatically renew itself from year to year thereafter, unless either party gives written notice to the other, one hundred fifty (150) days prior to the expiration date, of a desire to amend or terminate said Agreement.

This interest arbitration award is respectfully submitted, under the authority of RCW 41.56.450 and in compliance with RCW 41.56.465, on this the 14<sup>th</sup> day of July, 2009 by,



Timothy D. W. Williams  
Arbitrator