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PUBLIC EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration)
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 between)
)
 CLARK COUNTY CUSTODY)
 OFFICERS' GUILD)
 (Union))
 and)
)
 CLARK COUNTY)
 (Employer))

PERC No. 24359-I-11-0582
OPINION AND AWARD
INTEREST ARBITRATION

BEFORE: Kathryn T. Whalen, Arbitrator

APPEARANCES: For the Guild:

Daryl S. Garrettson
P. O. Box 8
Lafayette, Oregon 97127

For the Employer:

Bruce L. Schroeder
SUMMIT LAW GROUP PLLC
315 Fifth Avenue South, Suite 1000
Seattle, WA 98104-2682

PLACE OF HEARING: Vancouver, Washington

DATE OF HEARING: May 30 and 31, 2012

HEARING CLOSED: August 3, 2012

AWARD ISSUED: September 3, 2012

I. INTRODUCTION

This is an interest arbitration proceeding pursuant to RCW 41.56.465. Clark County and Clark County Custody Officers' Guild were unable to reach an agreement on certain terms for the Collective Bargaining Agreement for the period from January 1, 2011 through December 31, 2012.

After reaching an impasse in negotiations, the parties' remaining issues were certified for interest arbitration by the Washington Public Employment Relations Commission (PERC). PERC certified 13 issues; ultimately, the parties narrowed their disagreements to six: Wages (for 2012); Health Insurance (premium share for 2012); Longevity Program; Long Term Disability Insurance (eligibility period); Sick Leave Payoff; and Compensatory Time Option. The parties waived the statutory requirement for a tri-partite panel and submitted these issues to Arbitrator Kathryn T. Whalen for resolution.

A hearing was held on May 30 and 31, 2012 in Vancouver, Washington at the Clark County Sheriff's Office. The parties had a full opportunity to present evidence and argument in support of their respective positions. The proceedings were reported and transcribed by certified court reporter Priscilla (Pia) Harris of Schmitt & Lehmann, Inc. The parties elected to submit written post-hearing briefs. The Arbitrator closed the record upon receipt of those briefs on August 3, 2012. The parties agreed the Arbitrator could submit her opinion and award electronically on September 3, 2012.

II. APPLICABLE STATUTORY PROVISIONS

RCW 41.56.465 (1) specifies the factors an interest arbitrator must apply for 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, the panel shall consider:

(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. . . .

(2) For employees listed in *RCW 41.56.030(7)(a) through (d), the panel shall also consider a comparison of wages, hours, and conditions of employment of personnel involved in the proceeding 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.

***Reviser's note:** RCW 41.56.030 was alphabetized pursuant to RCW 1.08.015(2) (k), changing subsection (7) to subsection (14).

There is no statutory weight or measure assigned to the enumerated factors. "Such other factors" referred to in 41.56.465(1) (e) normally include fiscal health of the employer, general economic considerations, turnover, and internal equity. Whether or not fully articulated in this opinion and award, I have been

mindful of these criteria and have given consideration to all of the evidence and arguments presented by the parties relating to all statutory factors.

III. BACKGROUND AND ECONOMIC CONTEXT

A. Background

Located in the southwest section of Washington State, Clark County is across the Columbia River from Portland, Oregon. Clark County's elected Sheriff is Garry E. Lucas. The Sheriff's Office provides law enforcement services for the County and is divided into three organizational branches: Enforcement, Custody and Support/Civil. Employer Exhibit (Ex.) A7; A8.

This interest arbitration concerns the Custody Branch of the Sheriff's Office. The Guild represents custody officers and sergeants. Currently, there are about 144 members in the Guild's bargaining unit: 122 custody officers and 18 sergeants. Employer Ex. A9; Transcript (Tr.) 73; 80; Employer Ex. C3 [143 members].

The parties most recent Collective Bargaining Agreement expired on December 31, 2010. As mentioned above, this proceeding concerns limited issues remaining for a two-year agreement with a term from January 1, 2011 through December 31, 2012.

On July 30, 2012, Arbitrator Howell L. Lankford issued an interest arbitration award between Clark County Deputy Sheriffs' Guild and Clark County Sheriff's Office (*Deputy Sheriffs' Award*). Both parties relied upon the *Deputy Sheriffs' Award* to some extent in this proceeding because of some similar issues and facts. In resolving the issues before me, I have carefully reviewed and

considered Arbitrator Lankford's Award as well as all arbitral precedent cited by the parties.

B. Economic Context

After enjoying rapid growth in its economy from 2005 through 2007, Clark County's finances took a downturn in 2008. The Sheriff's Office is primarily funded by the County's general fund. Revenue for the general fund comes from three primary sources: property taxes—39%; sales tax—17%; and intergovernmental grants—16%. Total revenues grew from 2005 through 2008 then declined to a growth of 1%, or a virtually flat increase, between 2008 and 2012. The general fund budget for 2011/2012 is \$279.3 million. Employer Ex. C1.

Clark County has a 1% limit on property taxes for existing structures but not new construction. Housing values have declined so that the existing tax rate is approaching the 1% limitation. There also has been a decline in new construction which, in turn, has adversely impacted revenue from sales tax; although there has been a small increase recently primarily from vehicle sales. The collection of real estate excise taxes, used to pay annual debt service, has declined significantly so that collections are insufficient to cover existing debt services. The County also forecasts a continued decline in grant revenues. Employer Ex. C1.

On the other hand, County expenditures have been increasing, and are expected to continue to increase. Salaries, wages and benefits make up 76% of

the general fund's operating expenses. These costs continue to rise; benefit costs especially so. Employer Ex. C1.

According to Clark County Budget Director Jim Dickman, the economy is not picking up—it is flat at best with only a slight “tick up” recently. Tr. 61. Dickman explained County revenues have exceeded expenditures because expenditures have been less than budgeted. Tr. 62.

In response to the economic downturn, the County instituted staff reductions in 2009 and 2010. Employer Ex. C2; C3. In the Custody Branch of the Sheriff's Office, there were three reductions that took effect in about a 12-month period. In 2008, there were 159 authorized custody positions; by 2010 that number was 147—where staffing has remained. Employer Ex. C3.

Most of these reductions were accomplished by attrition and by elimination of vacant positions. Still, some filled positions were affected. In order to avoid five layoffs, the Employer and the Guild agreed to defer a previously agreed to COLA increase of 3.25% from January 1, 2010 to January 1, 2011.

IV. COMPARABLES

For purposes of this proceeding, the parties have agreed on five counties as external comparators: (1) Clackamas County, Oregon; (2) Washington, County, Oregon; (3) Kitsap County, Washington; (4) Thurston County, Washington; and (5) Spokane County, Washington. They disagree on the use of one county: Lane County, Oregon.

The County favors the use of the five agreed-upon comparables which are supported by measures of population and assessed valuation.¹ The County asserts that Lane County historically has not been utilized as a comparable during interest arbitration. According to the County, the five counties jointly agreed upon are sufficient for comparability purposes and are consistent with those recently used by Arbitrator Lankford, even though he utilized Marion County as well.

The Guild proposes the inclusion of Lane County. The Guild emphasizes that the County recently initiated a reconfiguration project to address the serious on-going financial problem of expense growth of 5.1% annually and revenue growth of 3% annually. The County used Lane County, along with the other above five counties, for comparing wages for employees of all non-interest arbitration bargaining units.

The Guild further points out that Lane County also was included in a list of comparables in a 2008 case involving these same parties concerning pay for parking: *In the Matter of Clark County and Clark County Custody Officer's Guild*, PERC No. 20017-I-05-0460 (Krebs, 2008).

In my evaluation of the issues in this case, I have relied upon the five comparables agreed to by the parties. I also have reviewed and considered the data regarding Lane County. Based upon Lane County's population and assessed valuation as well as its recent use in the reconfiguration project, I find it appropriate to consider this data—but it had no significant effect on outcome.

¹ The County used a 50% up-and-down methodology for population and assessed valuation. The County's population is about 428,000 (2011) and its assessed valuation for 2011-2012 is 38,035,672 (Billions). Employer Ex. B2; B3.

V. WAGES

The parties agree on wages for 2011: Guild members received the deferred 3.25% increase from 2010. The Guild does not propose an additional wage increase to the salary schedule for 2011. However, the parties disagree about wages for 2012. The Employer proposes a 0% increase. The Union proposes a 3% increase.

A. Parties' Arguments

The Employer's arguments for a 0% increase for 2012 are summarized below:

1. The County asks the Arbitrator to give substantial weight to the economic state of affairs.
2. The County's proposal is supported as a matter of internal equity or parity. Unlike other employee groups, the Guild has not agreed to two years of wage freezes.
3. The Employer's proposal is fair in light of external comparables.
4. The County's proposal is fair in light of negligible inflationary pressures of the last several years. Wages for custody officers have surpassed increases in the CPI-W historically, over the last 12 years.
5. The County's proposal reflects the economic realities of the local labor market and recognizes the limited turnover in the Sheriff's Office.
6. The Guild's 3% proposal is not supported by either internal or external comparables.
7. The Guild uses artificially low estimates of salaries paid to Guild members; then inflates the alleged differences with external comparables by improperly calculating paid leave and pension contributions.
8. The Guild's proposal is excessive by any standard and cannot be justified, especially in an era of strict financial scrutiny.

The Guild's arguments for a 3% increase to the salary schedule are:

1. Using a comparison of wages, hours and working conditions, the appropriate external comparables show that Clark County Custody Officers are significantly behind on average at

- benchmarks of 5, 10, 15 and 20 years of service (aggregate average of -6.3%).
2. The County's methodology was flawed in analyzing data on external comparables because: it considered only top step wages; failed to take into account the 6% pick-up for comparable Oregon counties; failed to take into account employees' contribution toward health insurance premiums; failed to make a proper adjustment for additional hours worked by Clark County Custody Officers (who work a 12-hour shift rather than the 8-hour shift of comparators); and ignored all forms of additional compensation (like education and certification pay).
 3. The CPI-W Index, historically used by the parties, supports the Guild's proposal for 2012 and it reflects an annual increase of 3%.
 4. A study of staffing at Clark County shows that the County is understaffing the jail and that this has created an unsafe work environment and increased workload in an already dangerous workplace.
 5. While recognizing the seriousness of the economic downturn of 2008-09, the County's current financial outlook is one of recovery. Independent audits of the County by the State Auditor in 2011 (for 2010) and for the first quarter of 2012 show that the County has begun to recover and that measures taken in 2008/2009 stabilized finances.
 6. The cost of the Guild's 3% wage proposal (as estimated by the County) of \$265,978 is well within the County's ability to pay; the County spent twice that amount in 2012 to bail out a mental health provider (Lifeline). The cost also is 5% of the \$5 million the County has socked away for technology projects.
 7. In terms of internal comparisons, the County ignores the fact that the bargaining units who agreed to two-year wage freezes are not prohibited from striking—and have no right to binding arbitration—by Washington Law. While the Deputy's Guild agreed to a 2-year wage freeze that unit did not agree to the rest of the County's proposals and that unit is in a different position vis-à-vis the market and its comparables.
 8. The current lack of turnover (recruitment and retention factor) merely reflects we were in a down economy and period of high employment and is of little or no significance.

B. Discussion and Findings

In his recent award, Arbitrator Lankford awarded deputies a 2% increase for 2010 as proposed by the County instead of the 2.5% increase proposed by

the Deputy Sheriffs' Guild. In doing so, he explained that pay raises most often are "driven by comparability (including, occasionally, internal comparability) data or an escalating cost of living." *Deputy Sheriffs' Award*, at p. 8. In the *Deputy Sheriffs'* case, based on the Guild's own total compensation analysis, the deputies were, on average, 3.26% ahead of the average of comparables. *Id.*

I agree with Arbitrator Lankford that pay raises are often driven by comparability. Unlike the deputies, however, custody officers are behind the average of comparables.

The Guild's total compensation analysis shows that in snapshots of 5, 10, 15 and 20 years of service, Clark County custody officers currently are behind the average of external comparables (Lane County included) by: 6.4% (5 years of service); 4.2% (10 years of service); 4.6% (15 years of service); and 5.1% (20 years of service). According to the Guild's analysis, Clark County custody officers are 6.3% behind the aggregate average market position (which also takes into account snapshots with certification pay). If Lane County is omitted there is not a substantial difference in these numbers. Guild Ex. A-14.

The County's comparability analysis of the five agreed-upon comparables provides a comparison only of top step base pay. According to the County's calculations, in 2010, custody officers at the County were 1.1% below the top step base pay of the average of these comparables. In 2011, with the inclusion of the 3.25% deferred 2010 increase, custody officers were 1.2% above the average. In 2012, the County's analysis showed custody officers .1% above the

average; but at the time of hearing many wage increases for that year were unknown. Employer Ex. 4.5.1- 4.5.5.

The Guild objects to the County's data analysis because the County considered solely top base pay and failed to include a total compensation analysis. The Guild also challenges the County's analysis because it did not adjust top base pay to take into account the difference in hours worked; that is, custody officers typically work 12-hour shifts (2190 hours per year) and the comparable jurisdictions work 8-hour shifts (2080 hours per year).

On the other hand, the County argues the Guild's numbers are flawed because of an hour adjustment for base pay to reflect 2080 hours per year. The County also objects to the inclusion of paid sick leave and vacation because the custody officer does not earn additional money if he or she takes this time off.² Further, the County claims the Guild's numbers are unfair because it failed to credit the County with contributions to PERS.

In comparing like personnel of like employers, RCW 46.51.456(2) requires consideration of wages, hours and conditions of employment. Arbitral precedent also supports a total compensation or "all things considered" approach when adequate data is in the record. See, for example: *Longview Police Guild and City of Longview*, PERC No. 20558-I-06-475 (Lankford, 2008).

In the recent *Deputy Sheriffs'* case, Arbitrator Lankford noted that numbers were adjusted to account for the difference in hours that deputies

² According to the record, the paid leave in the Guild's analysis was for holiday and vacations; not sick leave. Tr. 249.

worked in a year and he considered the total compensation analysis submitted by the union. *Deputy Sheriffs' Award* at p. 8.

I agree that an analysis that considers hours and total compensation is most consistent with the statute, especially when accurate and fair comparisons are possible. I have utilized that approach here.

Because of the County's concerns, however, I also have considered a top base pay analysis for the five agreed-upon comparables but with an adjustment for hours to ensure a uniform comparison with these other jurisdictions.³ Whether County or Guild numbers for top base pay (10 years of service) are used, the custody officers are behind average comparables by 3.9%.

I further considered the evidence concerning other statutory factors and the parties' respective arguments with respect to such factors.

The County points out that over the last 12 years Guild members have enjoyed wage increases that have continuously met or exceeded the rate of inflation. The Guild stresses that the CPI-W for 2012 is 3% and it was willing to forgo any increase in 2011 after deferring its negotiated wage increase for 2010.

The County emphasizes that internal comparisons show that other employee groups recently have endured two wage freezes while custody officers have not.⁴ The Guild again points out that its members deferred their negotiated 2010 wage increase and internal comparisons cannot supersede external comparisons which make a compelling case for the Guild's wage proposal.

³ Clark County wages of \$28.07/hr x 2080 hours; then divided by 12 for an adjusted monthly amount of \$4865.

⁴ For 2012, nearly all employee groups received a 2% increase. Employer Ex. 4.4.1.

There has been little turnover so there is no demonstrated problem with recruitment and retention. The County argues lack of turnover supports its proposal; the Union contends it merely reflects the recent down economy and high unemployment.

I find that external comparability is more important than internal comparison.⁵ I do not find the historical inflation data to outweigh the fact that the Guild's 2012 proposal is in line with the 2012 CPI-W. Turnover can be important, but in the current economic environment, it is not a decisive factor.

The two most significant factors here are external comparability and the County's economic condition. Guild members are well behind the average of comparable jurisdictions. External comparables favor the Guild's proposal.

The County's General Fund budget for 2011/2012 is \$279.3 million. The County's calculated 2012 cost for the Guild's 3% proposal is \$265,978. Employer Ex. C7. Based upon all of the evidence and utilizing a cautious economic approach, I am convinced the County has the ability to pay the 3% COLA increase and it is justified based upon external comparables. I will award the Guild's 3% proposal for 2012.

VI. LONGEVITY PAY

The Guild proposes employees with 15 years of service receive an additional 2% each month and that employees with 20 years of service receive another 2% for a total of 4% each month. The County opposes this proposal and

⁵ Both parties argued that labor market considerations supported their respective positions but used different approaches to support their arguments. As Arbitrator Lankford noted the Washington statute "does not aim at the classic labor market as a part of the interest arbitration process." *Deputy Sheriffs' Award* at p. 7.

requests that the Arbitrator maintain the status quo—a 6% longevity step at 10 years of service.

A. Parties' Arguments

The Guild's arguments for longevity pay are summarized as follows:

1. External comparables support additional pay. Thurston County receives an additional 1% at 10 years of service. In Oregon, Washington County, Clackamas County and Lane County all provide additional certificate pay at various years of service; and employees can qualify based only on their years of service and academy training.
2. Experience of a custody officer brings value to the table for the Employer.
3. The cost of the longevity proposal is \$33,650 and well within the County's ability to pay.

The County argues:

1. During the last contract cycle (2008-2010) the parties negotiated an additional 1% for longevity (6% at 10 years of service). The current longevity program is not supported by internal or external comparables.
2. Additional longevity steps are unwarranted at time when the County continues to struggle financially.

B. Discussion and Findings

The parties recently negotiated a longevity increase at 10 years of service. External comparisons, do not, on the whole, support the Guild's proposal. The majority of internal employee units do not have longevity steps and those that do top out at 10 years or less. In this context, economic considerations are a decisive factor. I will not award the Guild's longevity proposal; the status quo will be maintained.

VII. HEALTH INSURANCE

At hearing, the parties stipulated to health insurance coverage for 2011. Tr. 199-200. For 2012, the parties stipulated to methodology so that the only issue remaining for me to decide is the percentage of premium share. Tr. 200-202.⁶ The County proposes a 93/7 premium split on a tiered basis with a 7% employee contribution. The Guild proposes a 95/5 split on a tiered basis with a 5% employee contribution.

A. Parties' Arguments

The County argues:

1. The County's proposal is fair and reasonable in light of decreased County revenue and significant increases in County health care costs (health insurance premiums have more than doubled in less than a decade).
2. Internally, the County's 7% proposal reflects the rate agreed to by the majority of County bargaining units (who are members of a multi-party healthcare committee that the Guild withdrew from in 2010).
3. The County's proposal is consistent with Employer practices both nationally and locally. Very few employers still pay 100% of premiums and a 7% employee contribution is more than reasonable.
4. The Guild's proposal of 5% is lower than the percentage paid by public employees in comparably-sized counties across the nation and would cost an additional \$48,062 in 2012.

The Guild's arguments are summarized as follows:

1. The Guild's proposal is more in line with external comparables. External comparables of Clackamas, Lane, Washington and Thurston all pay 100% of employee plus dependents insurance. Spokane pays \$80/month; Kitsap pays \$383.35. The average cost paid by employees per month is \$77.22; if Kitsap is excluded, \$16 per month. The County's proposal would have employees with full family coverage pay \$137.16—or 77% more

⁶ Except for an issue in Article 13.9 concerning long term disability, the parties stipulated to all other proposed changes to the Article 13 Health Insurance article. Tr. 202. The long term disability issue is addressed in a separate section in this opinion.

than comparator jurisdictions. The Guild's proposal would have the same employee pay \$97.94 for coverage or 26% more than comparator jurisdictions.

2. The County did not do an external comparison; Arbitrator Lankford noted the same problem in the County's evidence in the *Deputy Sheriffs'* case and awarded a 5% contribution.
3. A local (private sector) and nationwide survey is problematic and not consistent with the appropriate labor market and differing bargaining laws.
4. Internal units that have accepted the 93/7 split are non-arbitration units. Custody officers face physical and mental risks not encountered in work performed by other bargaining units.
5. The County has the ability to pay the Guild's proposal. Using the most expensive plan the difference between the parties' proposals is \$62,547.24 which overstates the actual cost since not all members are on the most expensive plan.

B. Discussion and Findings

In the *Deputy Sheriffs'* case, the parties submitted to Arbitrator Lankford the same proposals for health insurance premium splits: The County—93/7; the Union—95/5. Like this proceeding, the County relied on internal comparisons and skyrocketing medical insurance costs. Arbitrator Lankford included the following comments in his discussion and findings:

Unfortunately, the record before me details *internal* comparators—virtually all at 7% employee contribution except for some units pending interest arbitration—but does not detail the employee insurance contributions of Deputies in the comparable counties. The Guild has provided some data. The data shows that Deputies in four of the six comparable Counties contribute to health insurance costs; and the average percentage appears to be roughly 5% of total premium costs. When parties bargain to end a “fully employer paid” medical benefits provision, it is not uncommon for the initial year of the new agreement to require relatively modest employee contributions. And I will award what appears to be about the average employee contribution among comparable counties, i.e. 5%.

Deputy Sheriffs' Award' at 15.

I am persuaded by Arbitrator Lankford's reasoning as applied to the facts here.⁷ The County did not provide data on the agreed-upon external comparators; the Guild provided some evidence. This evidence shows that the Guild's proposal is more in line with external comparators. The difference in cost, by the County's own calculations, is modest--\$48,062. Once again I have carefully considered the County's fiscal concerns and constraints, but find the Guild's proposal more consistent with the external comparables and its cost consistent with the County's financial condition. For 2012, I will award the Guild's 95/5 percentage split for health insurance premiums.

VIII. LONG TERM DISABILITY INSURANCE

The Guild proposes that the waiting period for long term disability insurance be reduced from 180 days to 90 days. The County proposes the status quo—a waiting period of 180 days for coverage to begin.

A. Parties' Arguments

The Guild makes the following arguments for this proposed change:

1. The health risks to custody officers alone justify its proposal.
2. Every single other bargaining unit in the County has a waiting period of 90 or fewer days; the arbitration units have a 60-day waiting period.
3. The cost is miniscule.

The County's arguments in opposition to this proposal are:

1. The annual cost of current waiting period of 180 days is set at \$27,181. Reducing the waiting period to 90 days would increase annual cost to \$31,241; and this cost will escalate with insurance premiums.

⁷ The County and its Prosecuting Attorney's unit agreed to a 95/5 split for 2012; for 2013 this unit has agreed to participate and vote in the multi-party healthcare committee and to implement the results of that committee for 2013. Tr. 204.

2. Given the challenging economic times, disability insurance should not be a topic that is subject to escalating costs.

B. Discussion and Findings

As the Guild argues, the evidence established that custody officers are the only County employees that have a 180-day waiting period for long term disability insurance; other employees have a 60-day or 90-day period. Tr. 121. It also is true that the County's 2012 cost for this proposed change is not great--\$4,060. Employer Ex. C7. Yet, I am not persuaded by the Guild's arguments.

The County's financial concerns are legitimate; especially so in the greater context here of my decision on two larger economic proposals for 2012: a 3% increase and 95/5 split in insurance premiums. Little time is left in 2012. The parties will soon be back in bargaining. If the Guild chooses, it can address this subject again at that time. I will not award the Guild's proposed change in the waiting period; but instead I will preserve the status quo of 180 days.

IX. SICK LEAVE ACCRUAL/PAYOUT

Currently, Guild members with a minimum of 10 years of service are permitted to cash out a portion of their accrued sick leave upon resignation, layoff or retirement. The current formula is: 75% of hours over 900; 50% of hours 600 to 899; and 25% of hours 300 to 599 (with a maximum payout of 450 hours). The Guild's proposal is a payout for all hours over 200 to a maximum of 450 hours. The County opposes the Guild's proposal and proposes to retain the current formula.

A. Parties' Arguments

The Employer's arguments are:

1. The current formula is used by the vast majority of other County employee groups, including represented and non-represented employees.
2. The Guild's proposal is not supported by the five agreed-upon comparables either.
3. The Guild's proposal represents a significant increase to the County's payout exposure. Based upon the current employee roster, total eligibility would instantly increase from 65 employees to 90 employees. The County's total potential financial exposure would increase by \$570,604.

The Guild's arguments are:

1. Internal comparators of the two arbitration eligible bargaining units in the Sheriff's Office support the Guild's proposal—the Deputy's Guild and the Administrator's Association. These are all law enforcement personnel and part of criminal justice system administered by the Sheriff.
2. The County's effort to cost this proposal was based upon the assumption that everyone retired at once—which, to put it mildly, is an obscene cost effort.

B. Discussion and Findings

The record on external comparability does not support the Guild's proposal. Employer Ex. 2.4. Internally, 11 of the 13 employee groups utilize a tiered approach identical to that of the Guild members. Only the Deputy's Guild and Administrator's Association have a formula like the one proposed by the Guild. Employer Ex. 2.3.

Without more comparability support and with fiscal impact unknown, I do not find the Guild's arguments persuasive. I will not award the Guild's proposal; but will retain the current formula as proposed by the County.

X. COMPENSATORY TIME OPTION

The Guild proposes to increase the maximum compensatory bank from 80 hours to 96 hours. The County proposes to maintain the current limit of 80 hours.

A. Parties' Arguments

The Employer argues:

1. The Guild's proposal is unwarranted based by existing accrual rates of compensatory time among Guild members. The average number of accrued hours per custody officer is only 15.56. The average is dozens of hours below the 80-hour maximum; only 8 members have reached the maximum and half of those are near retirement.
2. External comparables do not support the Guild's proposal. The majority of external comparables have an accrual of 60 hours or under, with an accrual average of 66.7 hours for the five comparables agreed upon by the parties
3. Compensatory time balances pose a continuing financial liability to the County because the hours never expire and increase in value as Guild members receive wage increases. Increasing the accrual maximum would expand the scope of this rolling liability and is unwarranted based on current economic conditions.

The Union argues:

1. The great majority of Guild members work a 12-hour shift and they would like a bank that reflects that fact. Ninety-six hours works nicely into that schedule and provides for two weeks off; other County employees work a 40-hour week and 80 hours provides two weeks off.
2. There is no cost to the County; when an employee takes compensatory time off their position is not backfilled on an overtime basis. The County receives a savings since it never had to pay for the overtime that originally generated the compensatory time.

B. Discussion and Findings

As the Employer argues, external comparables do not support the Guild's proposal. Employer Ex. 3.4. And, the evidence shows that most Guild members do not have compensatory time accrued near the existing 80-hour limit. Employer Ex. 3.3.

Based upon the record, I am not persuaded by the Guild's arguments. This is another subject that is better left for the bargaining table. I will not award the Guild's proposal. Instead, the current limit will be maintained.

XI. CONCLUSION

In arriving at my award, even if not specifically mentioned, I have reviewed and considered all of the statutory factors and all of the evidence, authorities and arguments submitted by the parties. On each issue, I have not addressed every factor or argument because it was unnecessary to do so. My ultimate findings and conclusions are for the reasons I have explained above.

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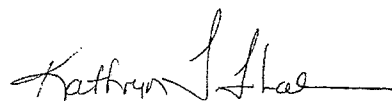
PUBLIC EMPLOYMENT
RELATIONS COMMISSION

PERC No. 24359-1-11-0582
AWARD
INTEREST ARBITRATION

Having carefully considered all evidence, authority, and argument submitted by the parties concerning this matter, pursuant to RCW 41.56.465 the Arbitrator awards the following:

1. The Union's proposal of a three percent (3%) COLA adjustment to the salary schedule for 2012.
2. The Employer's proposal to maintain the status quo on Longevity Program.
3. The Union's proposal of a 95/5 premium share on Health Insurance premiums for 2012.
4. The Employer's proposal to maintain the status quo on eligibility period for Long Term Disability.
5. The Employer's proposal to maintain the status quo on Sick Leave Payout.
6. The Employer's proposal to maintain the status quo (80 hour limit) on Compensatory Time bank.

Respectfully submitted,



Kathryn T. Whalen
Arbitrator

Date: September 3, 2012

Boudia, Majel (PERC)

From: Katie Whalen [whalenkt@gmail.com]
Sent: Tuesday, September 04, 2012 3:49 PM
To: Boudia, Majel (PERC)
Subject: Clark County Custody Officers' Guild and Clark County; PERC No. 24359-I-110582.
Attachments: ClarkCountyandCustodyGuildIAAward.doc

Dear Ms. Boudia:

Attached please find an electronic copy of my opinion and award in the above interest arbitration. It was served on the parties electronically yesterday and they have confirmed receipt.

I will send an original for your files by regular mail later this week.

Thank you.

Katie Whalen

Kathryn Whalen
Arbitrator
25 NW 23rd Place, Ste.6 #125
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