

IN THE MATTER OF)
INTEREST ARBITRATION)

BETWEEN)

PIERCE COUNTY)
CORRECTIONS GUILD,)

Guild,)

and)

PIERCE COUNTY, WASHINGTON,)

Employer.)

CASE NO. 129400-I-17

ARBITRATION PANEL'S

OPINION AND AWARD

JANUARY 1, 2016--DECEMBER 31, 2018

COLLECTIVE BARGAINING

AGREEMENT

HEARING SITE:

County and Guild Offices
Tacoma, Washington

HEARING DATES:

January 9 – 12, 2018

POST-HEARING BRIEFS DUE:

Postmarked April 2, 2018

RECORD CLOSED ON RECEIPT OF BRIEFS:

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I. INTRODUCTION

The Pierce County Corrections Guild (Guild) and Pierce County, Washington (Employer or County) are signatories to a Collective Bargaining Agreement (CBA). The most recent CBA expired, and the parties commenced bargaining for a successor agreement to be effective from January 1, 2016 through December 31, 2018. The parties were unable to resolve all of the issues in dispute through negotiation and mediation for the successor contract.

In a letter dated June 28, 2017, Michael Sellars, the Executive Director of the Public Employee Relations Commission, certified for Interest Arbitration six Employer issues and 19 Guild issues that were in dispute between the parties. Guild Ex. 3. The Interest Arbitration was scheduled for hearing before this Arbitration Panel for a final and binding resolution. Prior to the arbitration hearing, the parties were able to resolve three of the Employer's six issues and one of the 19 Union issues certified for Interest Arbitration. Both parties agreed that a three-year Collective Bargaining Agreement covering the period January 1, 2016 through December 31, 2018 is acceptable.

The hearing in this case required a total of four days for each side to present their evidence, testimony, and argument. A court reporter was engaged to record the proceedings and prepare a transcript for the use of the parties and the Arbitration Panel. Testimony of witnesses was received under oath. At the hearing, the parties were given the full and complete opportunity to present evidence, oral testimony, and argument regarding the 21 issues remaining in dispute. Both the Guild and the Employer provided the Interest Arbitration Panel with substantial written documents to support their respective positions on the issues.

Moreover, the parties submitted comprehensive and detailed post-hearing briefs to further support their positions taken at arbitration. The approach of the Interest Arbitration Panel when writing this Award will be to summarize the major, most relevant evidence and argument presented by the parties on the issues. Due to the substantial record in this case, including the 839 pages of transcript, and the expected comprehensive briefs, the parties waived the thirty (30) day time limit an Arbitration Panel would normally have to publish the Award. The parties agreed at the hearing, post-hearing briefs would be filed no later than March 16, 2018, then extended to April 2, 2018. The Neutral Arbitrator advised counsel the delay in filing the post-hearing briefs conflicted with the Neutral Arbitrator's schedule and might result in some delay in publishing the final Award.

The Arbitration Panel carefully reviewed and evaluated all of the evidence and argument submitted pursuant to the criteria established in RCW 41.56.450 and RCW 41.56.465(1). Since the record in this case is so comprehensive, it would be impossible for the Arbitration Panel in the Discussion and Award to restate and refer to each and every piece of evidence, testimony, and argument presented. However, in formulating this Award, the Arbitration Panel did give careful consideration to all of the evidence and argument placed into the record by the parties.

II. BACKGROUND

The Pierce County Corrections Bureau (PCCB) is under the command of the Pierce County Sheriff's Department. The Chief of the PCCB is Patti Jackson-Kidder who is one of three Chiefs that report to the Sheriff. There are two separate facilities that house all of the inmates. The main jail was built in 1985 and houses inmates classified as higher risk. The new jail was built in 2002, and is for medium to low risk inmates who are kept in direct supervision in open style housing. The old jail can house approximately 600 inmates, while the minimum-security jail can house approximately 840 inmates. The two jails are connected by a walkway that is sometimes referred to as "the mile" even though it is only about an eighth to a quarter mile long.

The PCCB has 245 correction deputies and 25 correction sergeants. Members of the unit staff the jail in three shifts to cover the 24/7 operation. The PCCB also has a group of 66 career development positions. These employees perform unique and special tasks such as classification, court escort, reception, and release deputies. The majority of the career development employees work day shifts.

EMPLOYER'S THEORY OF THE CASE

The Guild and the Employer have had a Collective Bargaining Agreement for many years. In this Interest Arbitration, the Guild has essentially sought to rewrite the CBA. The Guild has proposed significant wage increases, a new longevity system, implementation of shift differential, double time for mandatory overtime, an increase in sick leave payout, and premium pays for a variety of different tasks performed by bargaining unit members. In addition, the Guild seeks guaranteed free parking, a required minimum

of forty (40) hours of training, changes to compensatory time, and restrictions on the ability of the Employer to engage in both contracting and layoffs.

The Employer has taken a sharply different approach, grounded in and predicated by long bargaining history with both the Guild and other County unions. Twenty-one bargaining units represent employees of the County, four of which are interest arbitration eligible. Pierce County has a long tradition of seeking to maintain internal equity within its bargaining units. Since 2007, each of the four interest arbitration eligible groups has received exactly the same wage increase, and each of the non-interest arbitration groups has received the same wage increase. Co. Exs. 2.19 & 2.20. The County has recognized there are matters unique to each unit, but has sought to emphasize the value of having internal comparability to the greatest extent possible.

The County relies on a long history of interest arbitration doctrine emphasizing the importance of the status quo in order to ensure long-term stability in the bargaining relationship. The County submits that the doctrine holds the “fundamental inquiry, as to each issue, is: what should the parties themselves, as reasonable men, have voluntarily agreed to?” *Pierce Fire District 2 v. IAFF* (Wilkinson 1988). The County believes this doctrine lies at the core of the instant case, and is a key part of the context necessary to resolve the successor CBA. As such, the Arbitration Panel should view interest arbitration as an extension of the bargaining process.

GUILD'S THEORY OF THE CASE

The Guild begins by asserting this is a statutory interest arbitration and not a contract grievance arbitration. Therefore, it follows that what really matters here is the terms of the statute, not the status quo of the current contractual arrangement. The Arbitration Panel should reject the County's attempt to ignore and deviate from the statute adopted by the Legislature.

Nothing in the legislative history of the Washington interest arbitration statute, or in its subsequent reasoned adoption by the community of arbitrators, suggests that internal employer-wide parity relationships should, as the County argues, remain ever ossified. If we start with the interest arbitration law and end with the interest arbitration law, it becomes clear that the County's move to tie the parties to the old history of the past 20 years does not comport with the law. It is 2018, the Guild has become aware of the causes of the County's labor market failures, and is standing firm by saying; at least, we have to align with the law. The Guild submits that the CBA should not "be strangled by what the County does or fails to do with its other bargaining groups."

Like the County, the Guild views interest arbitration as an extension of the collective bargaining process, and as a substitute for strikes among public safety employees. The Guild opines that the arbitration Award should be based on a reasonable assessment of the evidence with an application to the statutory criteria. Application of the statutory criteria suggests that the issues should be resolved along the lines suggested by the Guild.

The Guild's economic proposals, including its base wage and premium pay proposals are necessary just to keep pace with the comparators. The remaining economic

proposals are warranted under similar comparability analysis. The “non-economic” operational and contractual proposals regarding employee rights, unpaid leave, contracting out, and layoffs are narrowly tailored to address these specific concerns, but also draw support from the comparable jurisdictions.

III. COMPARABILITY

A. Background

The parties agree that two Washington counties and one Oregon county should be used as comparables for determining wages and benefits for Pierce County correction officers. The three jurisdictions are as follows:

<u>County</u>	<u>Population 2017</u>
Clark County	471,000
Snohomish County	789,400
Multnomah County	803,000
Pierce County	859,400

The difference between the parties is whether Spokane County, Washington, or Washington County, Oregon, should be added as the fourth comparator. The initial task of the Arbitration Panel is to determine whether Spokane County, Washington or Washington County, Oregon, should be added to the list of comparable jurisdictions in a manner that is consistent with the statutory mandate.

B. The Guild

The Guild takes the position that Washington County, Oregon, located near Clark County and Multnomah County should be added to the list of the three agreed-on comparators. A close analysis of the data presented indicates the Union has selected a more reasonable, balanced set of comparables than the County. According to the Guild,

Washington County, Oregon more closely matches the statutory criteria and would lead to a more rational result than the comparables proposed by the Employer. The County proposes Spokane County, located in Eastern Washington, should be utilized as a comparator. The Employer utilizes population as the only factor for selecting comparable jurisdictions. The Employer does not dispute that Washington County, Oregon is a match on its only demographic factor, population.

The Guild argues the Arbitration Panel should reject the Employer's position that jail deputies in Washington County are not "like" personnel just because jail deputies and deputy sheriffs are in the same labor agreement and supposedly paid the same wage. This assertion by the Employer leaves out key facts. The positions of jail deputies and deputy sheriffs in Washington County are distinct positions with different job titles, different job descriptions, and different job class numbers. Evidence produced by the Guild showed the jail deputy sheriff and road deputy sheriff are two completely different jobs that require two different academies and two different certifications. The evidence shows there is no easy way to slide back and forth between the two classifications.

In the Pierce County Deputies' arbitration in 2012, the County proposed Washington County as a comparator and arbitrator Wilkinson selected it. There was no objection from the Employer at that time regarding job matches with Washington County.

The Guild next argues use of population and assessed valuation as demographic factors in determining wage comparability is supported by arbitration decisions in Washington State. Factors that are predictive of wages should be used in selecting comparables because such factors reflect market forces. Spokane County does not match the minus 50% screen on the following factors: assessed valuation, retail sales,

and regular levy due. The Employer overlooks these basic demographic categories in its effort to justify an unreasonable match.

While the County's use of Spokane County was utilized in prior decisions, these awards are now outdated given changing circumstances in light of Spokane's demographic trends. The two matching Oregon counties are proposed in this case by the Guild because there is no need to go to the east side of the state to find comparables. An adequate set of comparables can be found along Interstate 5. Spokane does meet the population factor minus 50%, but it is at the bottom of the pack in terms of population growth. The wage differentials between Pierce County and the comparators continued to grow when measured against assessed valuations and retail sales and regular levy due. Slower economic growth in Spokane is to be expected as it is a "rural county and is located four hours and a mountain range away from the dense population and rapid growth of the I-5 corridor." What is relevant in the instant case is the realities of 2018, not the earlier years. The Guild argues that fairness requires that the significant change in Spokane County's circumstances be properly considered.

The Guild next argues that geographically proximity warrants adoption of the Guild's proposed comparables. According to the Guild, it matters how geographically proximate the jurisdictions are to each other. Further, because the labor markets are strongly defined by the degree of influence from metropolitan hubs, the relative proximity to those hubs matters considerably. Tacoma is a mere 34 miles from downtown Seattle located in the heart of the I-5 corridor. Pierce County's labor markets are defined by Seattle and surrounding cities. Pierce County Correction facilities located in Tacoma are 53 miles from Everett in Snohomish County and 135 miles from Vancouver in Clark

County. From Vancouver, it is only 10 miles to Portland in Multnomah County and another 21 miles to Hillsboro in Washington County. In sharp contrast, Tacoma is located 270 miles from the city of Spokane in Spokane County. Spokane is far removed from the metropolitan hub cities that define the I-5 labor markets.

All of the Guild's proposed comparators are part of a multi-county metropolitan hub along the I-5 corridor. Spokane County is quite different. It is the single central city in Spokane-Spokane Valley MSA. It is isolated from the growing I-5 corridor and without associated central counties it does not offer the same degree of labor market opportunities as the Seattle and Portland MSAs. The Arbitration Panel should reject Spokane County as it is outside of the relevant labor markets. The urbanized central Puget Sound Labor Market is inherently more competitive, a situation that creates fluidity in the market not generally present in a rural hub county.

The Guild prepared an overall county-by-county comparison of the more traditional factors that revealed the Guild has produced a more reasonable set of comparators. Guild Post-Hearing Br., p. 30. The grid demonstrates that Spokane County numbers are on the low end of virtually every factor, except in the case of geographical distance from the target Pierce County, in which it was on the high end of the comparators. The table in dramatic fashion shows the disparities between Spokane County and the remaining proposed comparators go on and on. The Interest Arbitration Panel should adopt the Guild's proposed comparators because it will result in a balanced list that will serve the goal of making effective comparisons between wages, hours, and working conditions for this Interest Arbitration Award and into the future.

C. The Employer

The Employer focuses on the provision of the statute that defines comparable jurisdictions composed of “like personnel” of “like employers of similar size” on the west coast of the United States. RCW 41.56.465. The parties agree that Clark County and Snohomish County in Washington, and Multnomah County in Oregon should be included in the comparables. Population is widely recognized as a starting place for any comparability analysis. Both parties agree that population is a good proxy for size. Spokane County is within 50% of the population of Pierce County. Pierce County believes that assessed valuation per capita is a better metric than assessed valuation to validate the appropriateness of a comparable. Assessed valuation per capita normalizes the two factors of population and assessed valuation such that a better comparison can be made. The assessed valuations per capita for the County’s comparable jurisdictions are as follows:

County	Assessed Valuation Per Capita
Snohomish	\$121,995
Clark	\$98,087
Multnomah	\$94,527
Spokane	\$80,551
Pierce	\$95,436

While Spokane County is east of the mountains, the fact is Spokane County’s assessed valuation per capita is significantly closer to Pierce County than the assessed valuation per capita of Snohomish County. Co. Ex. 2.8.

The County also offered information concerning per capita income for each of the counties. The data in rank order is as follows:

County	Per Capita Income
Multnomah	\$51,508
Snohomish	\$49,511
Clark	\$47,078
Spokane	\$42,028
Pierce	\$46,706

While Spokane has per capita income that is less than Pierce County, it is once again closer to Pierce County than the top ranked jurisdictions. Significantly, the wages paid in Spokane are about the same as the Western Washington County average. Tr., pp. 81-82.

The Guild faults the Employer's inclusion of Spokane County, noting that Tacoma is part of the new Seattle, Bellevue, and Tacoma metropolitan area utilized by the US Department of Labor. While Pierce County recognizes Tacoma is lumped together with Seattle and Bellevue for the purposes of measuring changes in the consumer price index, that in no way suggests Tacoma has the same cost of living as Seattle and Bellevue.

The Best Places website provides a method for comparing inter-city cost of living. The analysis uses the United States average as a baseline, which is referred to as "100." The overall cost of living in Tacoma is 13% higher than the US average. In stark contrast, Seattle is at 177 and Bellevue is at 202, or 58% and 79% more than Tacoma. Moreover, housing prices in Tacoma are 22% higher than the U.S. average. Seattle is 215% higher than the national average, and Bellevue is 293% higher than the national

average. The median home price in Tacoma is \$264,000, as opposed to Seattle's median home price of \$708,600 and Bellevue where the median home price is \$871,101.

Arbitrator Alan Krebs, in an interest arbitration involving the Pierce County Captains' Association, overruled the Association's objection to Spokane County, and included it as a comparable to Pierce County. Co. Ex. 1.6. Two years later, arbitrator Wilkinson conducted an interest arbitration for the Pierce County Deputy Sheriffs. Arbitrator Wilkinson included Spokane County as a comparable. The Employer stressed the importance of maintaining consistency in comparables to the greatest extent possible. Thus, the Employer concludes that Spokane County should be included as a comparable to Pierce County.

While Pierce County recognizes that Washington County meets the similar size test, the County asserts that Washington County does not meet the "like personnel" component of the statutory requirement. In Washington County, the classifications of jail deputy and law enforcement deputy are in the same bargaining unit and are paid at the same rate. Thirty Washington County deputies have chosen to dual certify and thus perform both correction and road deputy duties, which is encouraged by Washington County. The dual certified deputies are able to move back and forth between jail and road deputy positions, filling in as needed.

In Washington State, there is a clear pattern of significant pay differences between deputy sheriffs and correction deputies. In sharp contrast, Washington County employees are all paid the same.

For all of the above-stated reasons, Washington County does not have "like employees" for purposes of a comparables comparison. Washington County has made a

conscious choice to pay deputy sheriffs and correction deputies the same amount, with a significant number of employees dually certified. The County respectfully requests that Spokane County be included as a comparable and that Washington County be excluded.

D. DISCUSSION AND FINDINGS

The parties agree to two Washington counties and one Oregon county as the appropriate comparators to provide guidance to the establishment of wages, benefits, and working conditions for Pierce County correction officers. In this case, the dispute is whether to add Spokane County or Washington County, Oregon to the list of the three counties that will establish a balanced group of like employers.

The Arbitration Panel rejects the Guild's proposal to add Washington County, Oregon to the list of comparables. If Washington County were added to the list to establish the four comparators, this would yield two counties from Washington and two counties from Oregon. In the judgment of this Arbitration Panel, the use of two Oregon counties would give too much weight to out-of-state jurisdictions in setting wages and working conditions for Pierce County deputies. This Arbitration Panel agrees with the statement of arbitrator Wilkinson that arbitrators prefer "Washington jurisdictions from those of other states because of the difficulty of comparing collective bargaining law, statutory benefits, labor markets, and cost of living. Snohomish County Correction, Case Number 20802-I-06-0488 (2007). Specifically, Oregon counties have the PERS pick-up that is prevented from being adopted in Pierce County because of Washington State law. In addition, Washington residents are well aware of the fact that Oregon does not have a sales tax.

The bottom line is that Pierce County is not an Oregon county. The statute defines comparable jurisdictions as ones of “like personnel” or “like employers of similar size” on the west coast of the United States. RCW 41.56.465. While the Arbitration Panel recognizes that Washington County meets the “similar size” test, the Panel agrees with the County that there are some unique factors in Washington County that argue against making it an appropriate comparable for failure to meet the “like personnel” part of the statutory requirement.

In Washington County, the classifications of jail deputy and law enforcement deputy are in the same bargaining unit and they are paid the same rates. Spokane County correctional officers are paid on the same rate structure as Pierce County correctional officers. Road deputies in Pierce County are not part of the same bargaining unit, nor are they paid at the same rate.

When it is recognized that there are significant differences between Oregon and Washington taxing authority, retirement plans, cost of living, statutory framework, and combined with the fact road deputies and jail correctional officers are covered by the same collective bargaining unit with equal pay for both groups of employees, the Arbitration Panel is not convinced that adding a second Oregon county will provide a reasonable and fair balance to use as a guide to determine the wages and benefits for Pierce County, Washington’s corrections deputies.

The Arbitration Panel cannot ignore the fact that in two prior interest arbitration awards involving Pierce County employees, arbitrators utilized Spokane County as a comparator. The Arbitration Panel agrees with the County that consistency in comparables is a valid reason for following precedent. Spokane County and Washington

County are both within 50% of the population of Pierce County. Interest arbitrators uniformly utilize population for determining comparable employers. While Spokane is at the bottom of the comparators in assessed valuation per capita, it is well within the range of the assessed valuations of Pierce and Multnomah. The same holds true with per capita income where Pierce County is at \$46,706, and Spokane County's per capital income is at \$42,028.

Based on all of the above-stated reasons, the Arbitration Panel concludes the evidence demonstrates the appropriate list of comparators should be confined to three Washington counties and one Oregon county.

<u>County</u>	<u>Population 2017</u>	<u>Assessed Valuation Per Capita</u>
Clark County	471,000	\$ 98,087
Snohomish County	789,400	\$121,995
Multnomah County	803,000	\$ 94,527
Spokane County	499,072	\$ 80,551
Pierce County	859,400	\$ 95,436

ISSUE 1--WAGES

A. Background

The current wage schedule for 2015 is a five-step progression for correctional deputies and six-step progression for sergeants. A longevity step is not included in the 2013--2015 CBA. The Arbitration Panel will discuss longevity later in this Award. There are 65 deputies in the one-month to four-year seniority level. The majority of the deputies are at the nine to twenty-one-year level. Co. Ex. 2.5. The Pierce County Correction Bureau currently employs 245 correctional deputies but is budgeted for 263. Co. Ex. 2.6. The Guild proposed an across-the-board increase of 3.5% effective January 1, 2016. The second year of the contract would require effective January 1, 2017, an across-the-board wage adjustment of 3%. Effective January 1, 2018, employees would be paid an across-the-board wage adjustment of 3%.

The County responded with a three-year offer to raise wages as follows:

Effective January 4, 2016, employees shall be granted an across-the-board wage adjustment (COLA) of 1.1%.

Effective June 20, 2016, employees shall be granted an additional across-the-board wage adjustment (COLA) of 1%.

Effective January 2, 2017, employees shall be granted an across-the-board wage adjustment (COLA) of 1.5%.

Effective June 19, 2017, employees shall be granted an additional across-the-board wage adjustment (COLA) of 1.25%.

Effective January 1, 2018, employees shall be granted an across-the-board wage adjustment (COLA) of 2.5%.

The Guild's proposal would raise wages 9.5% over the duration of the 2016-2018 Collective Bargaining Agreement. Adoption of the County's proposal would increase wages by 7.35% over the three-year successor agreement.

B. The Guild

The Guild asserts that its wage proposal should be granted because Pierce County lags behind the average of the comparables. Wage comparisons cannot be made fairly just by taking a single point in a pay scale as the County has done. According to the Guild, wage comparisons that take into consideration all the various points in a payment plan for which an employee is eligible, will provide a "truer" reading of overall competitiveness of a payment plan. Longevity incentives are a major component of pay.

All of the Guild's wage charts for each of the relevant years compare the base wage plus any applicable education, longevity, and unit-wide premiums for correction officers at Pierce County and each of the proposed comparator jurisdictions. The Guild prepared its charts but measured distinct time intervals, including upon completion of 5, 10, 15, 20, and 25 years of service.

In addition, the Guild's adjusted wage analysis includes the 6% retirement pick-up for Multnomah County and Washington County. The County's analysis of the comparables is fatally flawed in that it did not account for the PERS pick-up of 6%. Pierce County correction officers and sergeants do not have longevity or education premiums, unlike most comparators, so the wage disparity grows after an employee's five years of service. Guild Ex. 3.A.1.B. The higher Pierce County wage at the fifth year of service is quickly removed at year six as the comparator jurisdictions reach their top step. The Guild's proposed 3.5% wage increase for 2016 will place Pierce County ahead of the

comparators at five years, but the gap will quickly close at year six when all comparators have reached their top step. Even with the Guild's 3.5% proposed increase, Pierce County will still lag at every other longevity step.

The gap in Pierce County correctional officer wages is evidenced by the adjusted net hourly wage reports. Guild Ex. 3.A.13.B and Guild Ex. 11.A.5.D. Pierce County is 9.71% behind the 10-year wage and 11.45% behind the 10-year BA level. At 20 years, Pierce County correction officers are 11.93% behind, and at 20 years with a BA, are 14.27% behind. The Guild submits the adjusted net hourly wage comparison evidences the need for the Guild's reasonable wage proposal.

If the Arbitration Panel selects Spokane as a comparable, a comparison to Pierce County requires the use of a Regional Price Parity (RPP) analysis to meet the statutory requirement of like employers. According to the Guild, a wage adjustment is necessary to account for the substantially lower cost of living in the Spokane County Metropolitan Statistical Area. The Bureau of Economic Analysis has developed the Regional Price Parities to measure the differences in price levels across MSA's for a given year expressed as a percentage of the overall national price level. Guild Ex. 2.13. The 2015 RPP index for the MSA's for Pierce County is at 109.4, while the RPP for Spokane County is at 95.6. The Guild's analysis demonstrates that the County's wage increase proposal is not sufficient to bring Pierce County employees to line with their comparators when regional differences in the labor markets are considered. The Guild's Correction Officer 2018 Total Monthly Wage with Regional Price Parity shows a serious wage lag of 7.46%, 14.15%, 15.17% and 15.92% at 5, 10, 15, and 20 years of service. Guild Ex. 3.A.21.A and Guild Ex. 3.A.21.E.

The Guild concludes that considering the adjustments, the gap is wide, even if Spokane County is included, once the necessary RPP adjustment allows for an apples-to-apples comparison.

The Guild turns to the cost of living (COL) factor that shows the County's wage proposal is not supported by increases in the CPI. The purpose of utilizing the CPI in establishing wage increases is to maintain "real wages." Since 2012, the June CPI-W for Seattle-Tacoma-Bremerton has moved anywhere from 1.1% to 3.0%, with the most recent June figure being the highest CPI since 2012. The latest CPI report (February) indicates a 3.5% CPI number. Since 2012 through the June 2017 CPI, the aggregate increase in the Seattle CPI-W June has been 15.9%. The County's proposed wage increase from 2012--2018 would be a mere 12.93%, almost 3% below the CPI figure. Guild Ex. 3.B.7. Adoption of the Guild's proposed wage increases would result in an aggregate wage increase for 2012--2018 of 16.59%, only 0.7% above the CPI aggregate for those same years. The Guild's wage proposal is reasonable considering the regional CPI figures over time. The Guild's wage proposal is 1.2% over the average of the Guild's comparators wage settlements for correction officers in 2016, 1/10th of 1% over the average in 2017, and close to the average in 2018. Guild Ex. 3.A.9, Guild Ex. 3.C.1, and Guild Ex. 3.C.2.

Regarding the County's wage proposal, the Guild maintains the overall statewide settlement patterns among interest arbitration-eligible groups, and what other correction groups are receiving, demonstrates the County's offer is not in line with recent wage increases. Guild Ex. 3.C.5 shows four interest arbitrations decided in 2016 and 2017 included wage awards for 2016--2018. These awards include a considerable

number of 3% awards and several awards over 3%. The Guild's wage proposal is reasonable and in line with other recent awards.

It is also the position of the Guild that officers' high workload and safety concerns at the Pierce County jail support the proposals advanced by the Guild. A higher workload should justify a higher wage. The County has made a business decision to do more with less, but this approach has unduly burdened the officers.

The Guild next points to increasingly strong local and national economic conditions that further support the Guild's wage proposals. Pierce County admitted during the arbitration hearing that it could not make an inability to pay argument. The Guild opines this is an acknowledgment that the County is in a strong fiscal position. The Guild maintains the fact the economy is growing, tax revenue has increased, and the labor market necessarily tightens, should be viewed favorably by the Arbitration Panel in crafting an award on wages.

The greater Seattle economic region has benefited and participated in a strong and growing economy. Correction deputies should be afforded the opportunity to participate in this expansion through an appropriate increase in their wage compensation. The Washington State economy is robust with personal income and employment figures recently revised upwards. The Seattle area CPI continues above the national average and is the force behind the expanding Washington economy.

King County housing cost increases are directly impacting neighboring Pierce County and Snohomish County. This regional boom impacts Tacoma as eyes look south of Seattle to a city with room to grow and expanding transportation links. This is an economy on the move, and some of that movement is into Pierce County. Together with

the moderate national growth and robust state growth, the Guild's economic proposals are not out of touch with economic realities.

Turning to recruitment and retention, the Guild's wage increase proposal is favored. The evidence reflects that Pierce County is having difficulty finding fully qualified applicants that can fill positions. The lack of qualified applicants is causing the County to lower the qualification standards for prospective employees. First, a one-year period without cannabis use has been changed so that the applicants need to stop using marijuana once they have begun their application process.

Second, the minimum age at the time of hiring was reduced from 21 to 20 years.

Third, some aspects of traffic offenses have been revised to allow more applicants to qualify for the vacant positions.

Lowering the standards for prospective correction deputies is not a recruitment strategy that will serve the citizens of Pierce County over the long run. The Guild concludes that a diminished pool of qualified applicants will lower the quality of the service provided that will translate into safety and, in fact, life and death issues.

The Guild proposal will offer the possibility of halting the slide into any further disintegration of the applicant pool.

C. The County

The County initially calculated hourly base pay by dividing top step pay into the hours worked in the week. Based on this calculation, the average hourly wage for 2016 among the comparables is \$31.87. Pierce County is \$34.25 or 7.5% above the average. Co. Ex. 2.13. Among the comparables, Pierce County is second paying only 12

cents per hour less than Multnomah. In 2017, Pierce County will be at \$35.20. If the County's proposed increase is awarded, when compared to the average of \$32.80, Pierce County will be substantially ahead of the average with a 7.3% gap. The same analysis holds true for the sergeants, which would be 7.9% above the average in 2017. Co. Ex. 2.14.

The County maintains that its proposal also fares well among the comparables when looking at annual increases received by each jurisdiction. In 2016, the County is proposing a 2.1% increase. The average increase of the comparables is 2.25%. Co. Ex. 2.15. In 2017, the County is proposing an increase of 2.7%. The average increase of the three jurisdictions that have settled is 2.67%. In sum, the County is already significantly ahead of the comparables and the County proposal will maintain this relative position.

The County next added in longevity pay to the analysis. Co. Ex. 2.23 and Co. Ex. 2.23.A. Even adding in the longevity pay, the calculation shows that bargaining unit members are fairly paid and remain well above the average when longevity is included.

Internal comparability strongly supports the County's proposal. From 2007 through 2015, each of these interest arbitration groups received exactly the same wage increase. Co. Ex. 2.19. The level of internal consistency shows that each of the four bargaining units has historically recognized the value of being treated in an equitable and consistent manner.

For 2016 and 2017, the other three interest arbitration groups have each agreed on a wage increase equal to what the County is proposing in this proceeding. Co.

Ex. 2.19. None of these groups have settled for 2018. The County's proposal for a 2018 wage increase is identical to the offers made to the other interest arbitration-eligible units of 2.5% effective on January 1. Moreover, each of the non-interest arbitration units, as well as all unrepresented employees, received exactly the same wage increase from 2007 through 2017. Co. Ex. 2.20. The County's offer for 2016 and 2017 in this proceeding is the same as the increase received by every single one of the other County bargaining units. The Employer's offer of 2.5% is the same as the County offered to another interest arbitration group for 2018.

The County concludes this long, well established pattern of internal consistency should be given significant weight by the Arbitration Panel. In each year since 2007, the Guild has agreed to accept the same wage increase as each of the other interest arbitration-eligible bargaining units. This is probative and persuasive evidence for the Arbitration Panel to adopt the County proposal.

Regarding the Guild's volumes of data on the wage issue, the County argues the Guild's data is fatally flawed in several important respects. The Guild failed to recognize the County's proposed wage increases in preparing its data that used 2016--2018 compensation received in each of the comparable jurisdictions. The Guild totally ignores the proposed increase offered by Pierce County. The impact of this factor alone can best be seen by looking at the data on Guild Exhibit Vol. III, A.1.C. The Guild compared the net hourly wage for the comparables and included both longevity and educational incentive. Since the educational incentive is only paid in Washington County, and there is only limited information in terms of educational attainment of the current Guild

population, no analysis can be made of the impact of educational premiums. The County believes educational incentive is not relevant and should be ignored.

A review of the data points, on the Guild Exhibit across five different seniority snapshots yields an average of .61% that the Pierce County wage rate is ahead of the Guild comparables on an overall basis. Guild Ex. Vol. III, A1C.

The Arbitration Panel should ensure that it is utilizing an apples-to-apples comparison. Regarding the PERS pick-up, the County states state law and not collective bargaining control this issue. Washington law prohibits a pension pick-up, either directly or indirectly. The Arbitration Panel should reject the Guild's attempt to bring the issue of pensions into the collective bargaining process through the proverbial "back door." In sum, the County believes it is improper, unlawful, and misleading to include the retirement pick-up and the Arbitration Panel should reject it.

The County next responded to the Guild's offered comparison using RPP that resulted in the monthly wage received by Pierce County correction officers for 2015 being reduced from \$5,814 to \$5,314. The RPP is generated based on the assumption that the cost of living in Tacoma is the same as in Seattle and Bellevue. The evidence produced by the County established there is a huge cost of living differential between Tacoma, Seattle and Bellevue, such that the fundamental premise of the RPP is totally flawed. The Arbitration Panel should ignore the RPP data.

The Employer concludes that given all of the concerns and problems with the Guild's analysis, the County requests that its data be utilized for purposes of comparison.

The next factor relevant to the resolution of wage disputes is the increase in consumer prices. The average annual CPI-U increase for Seattle for 2015 was 1.4%. Co. Ex. 2.21. For 2016, the annual increase was 2.2%, and as of the date of the hearing, the annual increase had not been announced for 2017. The County wage increases have kept pace with the rise in consumer prices. The data presented by the County showed the CPI-U has increased by 24.08% since 2008. During that same period, correction deputies have received an accumulative wage increase of 26.85% or almost 3% more than the rise in the CPI. These figures all include the increases proposed by the County for 2016, 2017 and 2018, as well as the applicable CPI.

Turning to the hiring and retention factor, the County first points to the fact that it was authorized 263 correction deputy positions while there were 245 correction deputies on staff. There are 16 deputies with less than one year of service, 25 deputies with one to two years of service, and 15 deputies with two to three years of service with PCCB. During this period, 56 correction deputies have been added. The number of deputies in the lower seniority levels reveals that hiring is proceeding as planned, and that correction deputies are being added to the force. In 2016, 37 deputies were hired and in 2017, 18 more were added to the force. The County has also initiated changes that will allow more qualified applicants to enter the pool.

Contrary to the Guild's assertion that many correction deputies are leaving the County to work at other correction facilities is the County's evidence that shows this claim is false. Not one of the correction deputies left Pierce County to work at another correctional facility during the three-year period from 2015 through 2017. The County submits that correction deputies are not speaking with their feet, and there is no merit to

the suggestion that any additional increase or change is warranted for members of the bargaining unit based on retention and recruitment.

The County concluded in its post-hearing brief on the wage issue as follows:

If the Arbitrator looks at one Guild Exhibit in this proceeding, the County would encourage the Arbitrator to look at GE, Vol. 4A, at Tabs 27-32. In this series of exhibits, the Guild used its methodology, and analyzed the County comparables while including the County proposed wage increase. See TR 164-65. In particular, the County suggests the panel look at the graphical depiction of each comparison (the County is in magenta and the Average is in blue).

In each of the 2016 comparisons, which include fifteen comparisons for Correction Deputy using 'total monthly wage,' fifteen comparisons using 'adjusted total monthly wage,' fifteen comparisons using 'net hourly wage,' and fifteen comparisons using 'adjusted net hourly wage,' the Pierce County Correction Officers are ahead of the comparables. At not even one of the sixty points of comparison are the Pierce County Correction Deputies behind the comparables.

Co. Brief., p. 29.

While the County has issues with the methodology utilized by the Guild, when the County's proposed increases are included, and the County's comparables are analyzed, the Guild's own data establishes that at each of the 360 comparisons made for Pierce County bargaining unit members with the comparable employees, Pierce County is ahead of the comparables. Guild Ex., Vol. 4A, at Tabs 27-32.

The Arbitration Panel should award the wage proposal presented by the County.

D. DISCUSSION AND FINDINGS

Based on the evidence and argument presented, as applied to the statutory standards, the Arbitration Panel awards as follows:

Section 1. Wages

2016. Effective January 1, 2016, all employees shall be granted an across-the-board wage adjustment of 2.1 percent (2.1%).

2017. Effective January 1, 2017, all employees shall be granted an across-the-board wage adjustment of 2.75 percent (2.75%).

2018. Effective January 1, 2018, all employees shall be granted an across-the-board wage adjustment of 2.5 percent (2.5%).

The total increase over the life of the three-year Collective Bargaining Agreement will be 7.35%. The Guild proposed a 9.5% increase over the three-year life of the successor Collective Bargaining Agreement. The Arbitration Panel awards the County offer shall be modified to provide wage increases effective at the beginning of each year rather than the five separate increases proposed by the County putting money in the members' pockets earlier in the contract years. The County's proposal that parcels out five wage increases over the three years of the CBA is not in accord with most of the comparables. The Arbitration Panel declines to accept the parceling out of wage increases over five separate dates.

Constitutional and Statutory Authority of the Employer

Regarding the factor of constitutional and statutory authority of the County, one issue was raised with respect to this criterion that would place this Award in potential conflict with Washington law. The Guild proposed an adjusted wage analysis that includes

employee retirement pick-up for Oregon counties. The Guild reasons the PERS pick-up is an integral component of compensation in Oregon and California jurisdictions. The County responded by arguing state law covers retirement contributions. Unlike the Oregon jurisdictions, pension pick-up is prohibited under RCW 41.56.465(c).

The significance of the PERS pick-up issue was alleviated by the Arbitration Panel's exclusion of Washington County, Oregon, from the list of the comparators. Only one of the selected four comparators, Multnomah County, Oregon, provides for a PERS pick-up of 6%. The Arbitration Panel concurs with the County that including the PERS pick-up as an element of compensation with Oregon comparators leads to a misleading and unreliable result.

Stipulations of the Parties

The parties reached an agreement on a number of contract provisions in dispute that were not subject of this arbitration. The Arbitration Panel incorporates the parties' agreement at interest arbitration that the contract should be for three years for a 2016--2918 Collective Bargaining Agreement.

The Arbitration Panel added the fourth comparator of Spokane County to the list of the three agreed-on jurisdictions that serves as the list of comparables as follows:

Clark County, Washington
Snohomish County, Washington
Spokane County, Washington
Multnomah County, Oregon

Beyond the wage settlements for the comparators and other Pierce County bargaining units, there were no significant stipulations of the parties relative to this interest arbitration.

Comparability

The Arbitration Panel finds the data and exhibits offered by the County present the most accurate and credible picture of the wages and benefits provided in the four comparators. The Arbitration Panel concurs with the County that the Guild's exhibits and data are flawed in several significant aspects. First, the Guild's comparability data ignored the County's proposed wage increases when making the vast majority of its comparisons. When the Guild included the County wage offer, the data showed Pierce County correction deputies were paid competitive wages to those in the four comparable jurisdictions.

Second, the educational incentive included in the wage adjustment calculation is not a benefit provided in any of the four-comparator counties, and as such, the educational incentive should not be a factor in determining the wage levels for Guild members.

Third, the Arbitration Panel has addressed the retirement pick-up in other sections of this Award. No Washington county offers a PERS pick-up since Washington law prohibits the retirement pick-up. The Arbitration Panel concludes that using the PERS pick-up as a factor in making wage comparisons leads to unreliable results.

Fourth, the Arbitration Panel rejects the attempt by the Guild to inject "Regional Price Parities" into the cost of living data, when making the comparison studies, as misleading and improperly reducing the compensation received by Pierce County deputies when ranked against the other comparators.

In a typical interest arbitration, comparability is often the driving force behind the wage proposals offered by the parties to a dispute. The parties to this dispute have

agreed on three jurisdictions to be used as a guide in establishing the appropriate wage rates for Pierce County Guild represented employees. The Arbitration Panel added the fourth comparator of Spokane County. Because the wage offers of both parties are close, a difference of 2.15% over the life of a three-year contract or less than .71% per year, the comparability factor is less significant in the instant case where the parties are not that far apart in their respective positions on the wage issue.

Under the above-outlined considerations, the Arbitration Panel has no choice but to give the greater weight to the wage data and exhibits offered by the County. The County provided a wage comparison that is particularly revealing. The exhibit shows the following:

**Pierce County Comparables
Base Hourly Wages
Article 6.1--Wages Corrections Deputy (Top Step)**

County	2016	2017
Clark	\$31.45	\$32.24
Snohomish	\$33.36	\$34.35
Spokane	\$28.49	\$29.21
Multnomah, OR	\$34.37	\$35.37
Average	\$31.87	\$32.80
Pierce (Proposed)	\$34.25 7.5% above average	\$35.20 7.3% above average

Similar comparisons for the sergeants showed an almost identical result. Co. Ex. 2.15.

Turning to the negotiated wage issues for the comparables in the years 2015 through 2018, the County offered the following exhibit:

**Pierce County Comparables
Percentage Increase
Article 6.1--Wages**

County	2015	2016	2017	2018
Clark	2.0%	2.5%	2.5%	2.5%
Snohomish	3.0%	3.0%	3.0%	In bargaining
Spokane	1.5%-7/15 1.5% - 12/15	1.25% - 1/16 1.25% - 7/16	1.25% - 1/17 1.25% - 7/17	2.5%
Multnomah, OR	2.1%	1%	In bargaining	In bargaining
Pierce	2.0% 1/1/15 & 1.0% 6/22/15	1.1% - 1/4/16 & 1.0% 6/20/16 (Proposed)	1.50% - 1/2/17 & 1.25% 6/20/17 (Proposed)	1.25% 1/1/18 & 1.25% 6/18/18 (Proposed)

The Award of the Arbitration Panel is consistent with the total amount of wage increases over the three-year contract period for the comparator counties. Clark County agreed to pay a 2.5% increase in each of the three years of their contract for a total of 7.35%. Spokane County will pay a total increase of 7.5% over their three-year collective bargaining agreement. Snohomish paid a 3% increase for 2016 and 2017, respectively, for a total increase of 6%. Snohomish is still in bargaining for the 2018 contract year. It would only take a 1.2% increase for 2018 in Snohomish County to equal the County's proposed wage adjustment for the three-year period. Adoption of the County's proposal of 7.35% over the three years of the Collective Bargaining Agreement is an amount almost identical to the increases agreed to in the three Washington comparators.

Multnomah County recently agreed to pay its corrections deputies an additional \$1.00 per hour for FY 2017--2018. For FY 2018--2019, the parties agreed to a \$1.20 per hour pay increase. The top pay for a corrections deputy for FY 2017--2018

would rise to \$35.37 per hour and in FY 2018--2019 to \$36.57 per hour. Guild Ex. 4, Tab 18(A).

The Arbitration Panel took into account the importance of internal comparability by adopting the County's offer, with the modified effective dates. The three-year wage increase awarded by the Arbitration Panel will be both consistent and equitable with the other bargaining groups within the County.

Cost of Living

The cost of living data favors the County's proposal. The average annual CPI increase in Seattle for 2015 was 1.4%. CE 2.21. For 2016 the annual increase in the CPI-U was 2.2%. The relevant CPI-W data showed a 2.3% increase in 2016. The Seattle CPI report since June 2017 for the period ending February 2018 indicates a 3.5% increase. For the last 12-month period ending April 2018 the Seattle CPI-U was 3.3% and the CPI-W increased by 3.5%. Co. Exs. 2.21 and 2.22. For the two-month period ending April 2018, both indexes show an increase of .8%. Bureau of Labor Statistics. While the Guild offered data for an extended period of the CPI since 2012, the Guild calculated the aggregate wage increase for 2012 to 2018 of 16.59%, only 0.7% above the CPI aggregate for those same years. Both parties favor a traditional cost of living approach for establishing wage increases for the successor agreement. Adoption of the County's wage proposal with the modifications will provide wage increases that are consistent and in line with the increases in COL as measured by the CPI.

It is noted the Panel has awarded longevity steps that will further increase the wages for veteran correctional deputies and maintain their competitive position among

the comparators. In addition, the Arbitration Panel has awarded shift differential pay that will assist in continuing a competitive wage package.

Changes in Circumstances During the Pendency of the Proceeding

None were brought to the attention of the Arbitration Panel.

Other Traditional Factors

At the commencement of the hearing, the County confirmed that it was not raising an inability to pay argument. The County cautioned that this should be understood only to mean that the County has the financial wherewithal to pay for the Guild's proposal. However, the County specifically reserved the right to challenge the wisdom of significant and substantial expenditures proposed by the Guild in this proceeding.

Both parties maintain that recruitment and retention support their respective proposals. The Guild maintains that the recruitment and retention factor support the Guild's wage proposal. The fact that the County is getting a lot of applicants for vacant positions does not answer the problem of recruitment and retention. The Guild submits that only qualified employees can help fill positions. The evidence adduced by the County at the arbitration hearing does not support the Guild's position. The County has authorized 263 correction deputies, while there are only 245 on staff. Chief Jackson-Kidder testified that in 2017, there were 325 applicants that passed the examination and expressed an interest in working in Pierce County. It takes a considerable amount of time to get successful applicants through the hiring process. In 2016, 37 employees were hired. In 2017, 18 more employees were added to the staff.

The County is taking a number of steps to attract more correction deputy applicants. Since the legalization of marijuana in Washington, the County changed the

standard to such that an applicant is only barred if they use marijuana after making an application to the County. The County also reduced the eligible age of applicants to 20 from 21. The Washington State Patrol now hires 19-year olds. The County also reduced the standard for past traffic offense violations.

The most persuasive evidence that Pierce County pays a competitive and reasonable wage is looking at retention of correction deputies. Deputies who retired were excluded from the data. In 2017, there were three resignations. One of the correction deputies took a job with the FBI, and two others moved to Montana. Co. Ex. 26.B. In 2016, there were four voluntary resignations. The reasons for the resignations given were to open another business, to work in the public sector, and to move out of state. The evidence offered by the Guild did not rebut the County's evidence that showed that not one correction deputy left Pierce County to work in another correctional facility during the three-year period.

The Arbitration Panel finds the County's evidence on retention credible and supports the conclusion that Pierce County is paying wages that are competitive in the correctional deputy marketplace. In awarding the wage increases, the Arbitration Panel was mindful of the addition of a longevity program to the Collective Bargaining Agreement that will increase the top wage being paid to veteran bargaining unit members.

AWARD

The Arbitration Panel awards as follows:

Section 1. Wages

Effective January 1, 2016, all employees shall be granted an across-the-board wage adjustment of 2.1 percent (2.1%).

Effective January 1, 2017, all employees shall be granted an across-the-board wage adjustment of 2.75 percent (2.75%).

Effective January 1, 2018, all employees shall be granted an across-the-board wage adjustment of 2.5 percent (2.5%).

ISSUE 2--SPECIALTY PAYMENTS AND PREMIUMS

A. Background

Issue 2 includes a number of Guild proposals to add new language to Article 6. First, the Guild proposed the initiation of a new longevity pay plan that would begin in year six with a 1.5% increase, up to a 5.5% premium over the career of a correction deputy. Second, the Guild is proposing to add a new shift premium of \$.50 per hour for the swing shift and \$1.00 per hour for the graveyard shift.

Third, the Guild seeks to add a new specialty pay for training officers who provide defensive tactics and firearms training.

Fourth, the Guild seeks to add a new 4% language premium for employees who have a “conversational proficiency in Spanish.”

The Employer asks the Arbitration Panel to reject the Guild’s proposals that will add new costs for longevity and premium pays, and to continue the status quo.

B. The Guild

1. Longevity Pay

The Guild proposed to add longevity pay on the following schedule:

Total Years of Service	Additional Increment
6 through 10 years	1.5%
11 through 15 years	2.5%
16 through 20 years	3.5%
21 through 25 years	4.5%
26+	5.5%

Arbitral authority recognizes that longevity premiums may be particularly important as a means of recognizing the value that experience brings to the workplace. Although not necessarily a controlling factor, internal equity considerations have played

a role in determining longevity premiums. Two of the Guild's four proposed comparables have negotiated contracts with their correctional officers that provide longevity pay premiums. Spokane County also has a contract with its correction's union that provides for longevity pay. A close review of the wage chart, demonstrates that the wage advantage of Pierce County corrections deputies against the comparables decreases significantly in the senior years of service. Guild Ex. 4.A, Tabs 29 & 30. While the practice of longevity pay among the comparables is mixed, the overall impact on wage comparisons is undeniable that once the average is considered, Pierce County officers lag 3.1% further behind the comparables than a 5-year officer. The longevity premium will fully address the internal equity gap. The Pierce County Captain's Association's collective bargaining agreement provides for longevity benefits for the law enforcement captains but not the corrections captains.

Veteran Pierce County correction officers convey substantial benefits to the County and should be rewarded for providing those benefits. Experienced officers have developed a "toolbox" of skills that have been refined over the years and are vital for the promotion of safety and security. Senior officers in this bargaining unit often mentor new officers who come to work for Pierce County.

The Guild's longevity proposal should be awarded because it represents a method to help the County address its recruitment and retention problems. The most truly compelling argument is the equities involved and the loss of potential retirement earnings. Retirement benefits are based on the final average salary that determines the employee's pension.

The Guild concludes what is at stake in this proposal, is not just career earnings, but lifetime earnings that carry into retirement years. The senior wage schedule should, to the greatest extent possible, line up with those offered by the comparables.

2. Shift Differential Pay

Shift work is a necessary creature of any 24/7 operation and is a reality understood by all persons entering this profession. Shift work creates substantial hardships on the lives of correction deputies, both on an individual level and with their families. Working non-traditional hours of the day is a major disruption that deserves an additional form of compensation.

The Guild has proposed to add a new shift differential of \$.50 per hour for swing and \$1.00 per hour for graveyard shift. Clark County, Multnomah County, Snohomish County and Spokane County, all provide a premium pay for shift work.

In sum, the existence of adverse health effects on officers for filling shifts with non-standard hours is not debatable. While additional compensation for working these shifts does not lessen the adverse impact, it does demonstrate a token recognition to those correction officers that work swing and graveyard shifts. The shift premium provides some measure of recognition that could only serve to advance morale.

The Guild's shift differential proposal is supported by the comparables, internal equity, and addresses a shared interest between the Guild and the County. The Arbitration Panel should award the Guild's proposal.

3. Training Pay

The Arbitration Panel should adopt the Guild's proposal on training pay as a means to "incentivize" employees to develop specialized skills deemed necessary by the Employer for operational reasons. Field training officers receive a wage premium of 5% for every shift in which they perform specialty duties. The Guild's proposal to add pay for defensive tactics instructors and firearms instructors should be placed on an equal plane with field training officers. In other words, the decision to award premium pay turns on factors such as value of the relevant skill, the effort required to obtain and maintain that skill, and whether employees with that skill are expected to perform additional or more demanding work.

The defensive tactics instructors are required to create their own curriculum. Defensive tactics instructors attend training that is beyond what is required of other correction deputies. Coworkers often seek out the advice of defensive tactics instructors outside of the formal training sessions.

Firearms instructors are asked to teach critical skills to new recruits, many who have never even touched a firearm before employment with Pierce County. There are currently seven defensive tactics instructors and eight firearms instructors at the jail. There are 35 field-training officers at the County jail. The Guild submits that providing training pay is a matter of internal equity within the Guild. Both field training officers and firearms and defensive tactics instructors should receive training premium pay when it comes to training new recruits.

Comparability supports the Guild's proposal for training pay. The Guild submits that the evidence supports its proposal, and that the defensive tactics and

firearms instructors perform vital, skilled, and demanding work. The premium is in recognition for their work, and is justified based on the comparables. Internal equity demands that these specialty positions receive the same premium as field training officers.

4. Language Premium Pay

The Guild has proposed adding a new 4% language premium for employees who have a “conversational proficiency in Spanish.” Two of the Guild’s four proposed comparables provide language premiums for employees who are proficient in Spanish. The demographic data offered at the hearing confirms that Pierce County’s Spanish speaking community is not only relatively large it is also growing. The testimony reflected that correction deputies that speak Spanish have skills essential to the Employer that help maintain the safety and security of the Pierce County jail. In addition, the testimony showed an increased workload for officers who speak Spanish and in doing so, demonstrated there is a need for officers who have that language skill. Adding a language premium pay will encourage deputies to study to become more fluent in Spanish. The County will benefit from having deputies better able to communicate with Spanish-speaking inmates in situations that are a threat to the safety of the officers.

The Arbitration Panel should adopt all of the Guild’s proposals to add the premiums to Article 6 as beneficial to both the members and the County.

C. The Employer

1. Longevity Pay

The comparable wage exhibits offered by the County demonstrate that correction deputies at the County are well paid. Co. Ex. 2.23. The data established that correction deputies are 4.9% ahead of the comparables at the ten-year rate and 3.9% ahead of the comparables at the 15-year rate, even with longevity included. The evidence shows the County has established a beneficial compensation plan that rewards all employees rather than just those with significant seniority. In each of the five most recent interest arbitrations where the Union has sought longevity, it was denied by the arbitrator. Guild Ex. IV.A9. Only one of the 21 bargaining units at Pierce County has longevity pay, the law enforcement side of the captain's collective bargaining agreement.

In conclusion, the County argues the cost of the Guild proposal is significant. The total current compensation for the bargaining unit is \$21,884,000. Co. Ex. 2.26. The increase in cost to the County for the longevity pay proposed by the Guild would be \$621,962. The cost impact of the Guild proposal would be an additional 2.84% of compensation. Co. Ex. 2.26. The County concludes that given the Employer's standing among the comparables and the significant cost, the Guild proposal should be rejected.

2. Shift Differential Pay

The Arbitration Panel should reject the Guild's proposal to add premium pay for working swing and graveyard shifts. Shift bidding is done on an annual basis. In the 2017 bid, there were 169 deputies that bid for shifts. 150 deputies or 88.75% got their first choice. Another 15 deputies or 8.87% got their second choice. Only two deputies received their third choice. The evidence does not support the Guild's assertion that

correction officers need to be incentivized through compensation to make shift selection. The cost of implementing the Guild proposal is significant. The total cost of the Guild proposal would be \$338,472 or an additional 1.55% of total wage cost. Co. Ex. 3.13.

If the County were significantly low in its relative compensation compared to the comparables, one might understand the Guild's approach. The County points to the fact that correction deputies are well compensated by Pierce County.

3. Training Pay

The Arbitration Panel should reject the Guild's proposal that defensive tactics instructors and firearms instructors should receive 5% premium pay for shifts in which they are engaged in training. Most of the instruction provided by defensive tactics instructors is offered on a "periodic" basis. Additionally, the time a deputy puts in to learn how to instruct defensive tactics is all paid time, with much of it at the overtime rate. Two of the comparables do not pay a premium for defensive tactics instructors. In order to qualify for the premium pay in Snohomish County, the individual has to be certified as a defensive tactics instructor. At Pierce County, only one of the defensive tactics instructors is certified. The Guild's proposal is not supported by the comparables.

Turning to the firearms instructors, the comparable evidence against an award of the firearms instructor premium is equally compelling. Clark County and Multnomah County do not pay a special premium for firearms instructors. Snohomish County pays the premium only if the instructors are certified. Out of the five possible comparables, only one actually pays the premium for firearms instructors. The deputy sheriffs who instruct at the same range as a correction officer do not receive any specialty pay.

The Employer concludes that instructors are paid for all of the time performing that particular task and at times at the overtime rate. The evidence established that there has been no significant change in the duties and responsibilities of these positions.

For all of the above-stated reasons, the Guild's proposal for premium pay to firearms and defensive tactics instructor duties should be rejected.

4. Language Premium Pay

The Guild has proposed that the 4% premium would be paid for every hour that is worked by an employee who is proficient in Spanish. The County recognizes there are occasions when it is necessary in order to effectively communicate with an inmate to speak in a language other than English. The County has contracted with Language Line, which provides access to bilingual services. Co. Ex. 3.17. When there is need to communicate with inmates in another language, not just Spanish, the Language Line is used. During 2017, the Language Line was used for eight languages, in addition to Spanish.

None of the Washington comparables have bilingual pay. None of the 20 other collective bargaining agreements at the County provide for premium pay for someone who is proficient in another language. The Guild's costly bilingual pay proposal should be rejected.

D. DISCUSSION AND FINDINGS

1. Longevity Pay

The Arbitration Panel finds that the Guild's proposal to add longevity pay beginning after six years of service should not be implemented. The Arbitration Panel will modify the Guild's proposal to provide for longevity pay beginning after 15 years of service. Longevity pay is a benefit that is found in three out of the four comparators. A review of the wage charts shows that the wages paid to Pierce County corrections deputies are competitive at the lower levels of the wage scale, but the wage advantage is less significant at the pay levels provided for the most senior officers. There is no justifiable reason for the competitive position of Pierce County senior officers to drop off as they accrue additional years of service. The Pierce County Captain's Association provides for longevity benefits. The longevity premium awarded by the Arbitration Panel is substantially less than the Captain's Association longevity premium. The Arbitration Panel concurs with the Guild that Pierce County's experienced correction officers convey substantial benefits to the County and should be rewarded for providing these benefits. The record evidence offered by the Guild showed that the informal mentoring by senior deputies contributes to the overall operation and safety of the jail.

The comparable jurisdictions typically do not provide for longevity pay until after 10 or 14 years of service. In addition, the Arbitration Panel will modify the additional increment for 16-year employees to match up with Multnomah County of 2.5% after 15 years and 4% after 21 years of service. The premium for an additional increment after 26 years of service shall not become a part of the successor agreement. The Arbitration Panel will award longevity pay language in the successor agreement to be effective July 1,

2018. Employees, who were grandfathered in with longevity pay in an earlier agreement, shall not be eligible for the longevity schedule effective July 1, 2018.

2. Shift Differential Pay

The Arbitration Panel finds that the Guild's shift differential proposal should be adopted with modification to the amounts payable for the shift differential. All of the four comparable counties provide for some form of shift differential. The Arbitration Panel agrees with the Guild that some sort of recognition should be provided for employees who work swing and graveyard shifts that is consistent with the four comparable jurisdictions adopted by the Arbitration Panel.

Under the current arrangement, employees understand they will not likely be able to make a successful bid for day shift until they have accrued around 10 years of seniority. The Arbitration Panel's modification of the amount of shift differential that would be paid under the successor CBA will lessen the overall cost to the County. The shift differential premiums awarded by this Arbitration Panel are consistent with that paid by Clark County. The shift differential pay schedule shall become effective July 1, 2018.

3. Training Pay

The Arbitration Panel concludes that the Guild's proposal for training pay to defensive tactics and firearms instructors should not become a part of the 2016--2018 Collective Bargaining Agreement. Two out of the four jurisdictions do not pay a premium to defensive tactics or firearms instructors. Snohomish County pays a premium only if a recognized certification body has certified the instructor. There is no specialty pay for defensive tactics instructors to the Pierce County deputy sheriffs or for firearms instructors. Deputy sheriffs who instruct at the same range as correction officers do not receive any

specialty pay. There is no dispute that defensive tactics instructors and firearm instructors receive their regular rate of pay while providing instruction and, in some instances, they are paid at the overtime rate. Thus, the Arbitration Panel concludes that the Guild's proposal to provide premium pay for firearms instructors and defensive tactics instructors should not become a part of the 2016--2018 Collective Bargaining Agreement.

4. Language Premium Pay

The Arbitration Panel holds the Guild's proposal to add a language premium of 4% on the base wage "when the language skills have been confirmed by an agreed-upon language specialist or such other method has been agreed upon by the County and the Guild" shall not be awarded. According to the Guild, officers having conversational proficiency in Spanish must qualify for the incentive pay on an annual basis. The Arbitration Panel finds the Guild's proposal is vague and ambiguous as to what "conversational proficiency in Spanish" would qualify an employee for the premium pay. The same is true of the sentence, which provides language skills that have been "confirmed by an agreed-upon language specialist" or such other method as agreed by the County and the Guild. The Guild proposal does not provide the specificity necessary for the Arbitration Panel to adopt this language. None of the Washington comparables have bilingual pay, nor do any of the internal comparables include premium pay language.

The evidence produced by the County shows that the Language Line covers a substantial part of the need for an interpreter for inmates in the jail. The cost of the Language Line in 2017 was \$822.80, which is substantially less than the cost of the Guild's proposal. Pursuant to the Guild's proposal, each bargaining unit member with the

required proficiency will receive the 4% pay, even though the correction officer is required to translate for only a few times during the course of the year.

The Arbitration Panel holds the Guild's proposal for a bilingual premium pay should not become a part of the 2016--2018 Collective Bargaining Agreement.

AWARD

The Arbitration Panel awards as follows:

1. All employees shall receive an additional pay increment of the base hourly wage beginning after completion of fourteen (14) years of continuous employment, on the schedule, as follows:

Total Years of Service	Additional Increment
15 (maintained through 20 years)	2.5%
21 (maintained through employment)	4%

The longevity schedule shall become effective July 1, 2018.

Employees, who were grandfathered in with longevity pay in an earlier agreement, shall not be eligible for the longevity schedule effective July 1, 2018.

2. The following language shall be included in the successor Collective Bargaining Agreement:

Section 16--Shift Differential. Employees shall receive an additional \$.40 per hour for swing shift and \$.60 per hour for the graveyard shift.

The shift differential premium shall become effective July 1, 2018.

3. The Guild's proposal for a training premium shall not be added to the 2016--2018 Collective Bargaining Agreement.

4. The Guild's proposal for a language premium shall not be added to the 2016--2018 Collective Bargaining Agreement.

ISSUE 3--OTHER ECONOMIC ISSUES

A. Background

The Guild proposed changes to Article 5, Sections 2 and 7, of the parties' CBA. In Section 2, the Guild has proposed employees receive two times their base hourly wage when they are assigned to work mandatory overtime or when "called back to work with less than two (2) hours' notice."

In Section 7, the Guild has proposed two changes. First, the Guild has proposed to delete the provision that limits to six hours the amount of compensatory time that an employee can accrue in a 14-day period. Second, the Guild has proposed to delete the second paragraph in Section 7 dealing with reasonable operating needs of the department. Third, the Guild has proposed to affirmatively allow employees with accrued compensatory time to use that time as long as minimum staffing levels are met and no overtime is generated.

The County offered a proposal to modify Article 10, Section 4.6, Furlough Days. The County maintains its proposal simply seeks to get the benefit of the bargain it struck in the last round of negotiation.

B. The Guild

The Guild argues that the primary motivation behind the double overtime proposal is to "incentivize" the County to provide at least two hours' notice to an employee who is about to be subject to mandatory overtime. According to the Guild, the double overtime pay would force the County to adopt more conscientious scheduling practices.

Two of the four comparable employers offered by the Guild have contracts with their correction deputies that provide double overtime under certain mandatory

overtime conditions. Snohomish County correction deputies get double overtime when mandated to work more than 16 hours. Spokane provides correction deputies double overtime when ordered to work mandatory shifts “in excess of two per month per shift.” Multnomah County requires double overtime when correction deputies normally scheduled to work a 4/10 schedule work six or more consecutive days in a week. The Guild submits that assignment to mandatory overtime at the end of a shift without adding adequate notice is especially burdensome on the employees that justifies double overtime be paid.

Turning to Section 7, the County has adopted a policy that prohibits most employees from using or accruing compensatory time. The Guild proposal would allow employees to accrue and take compensatory time if the compensatory time use would not result in overtime. Allowing employees to accrue compensatory time rather than taking the overtime work as compensation at the rate of time and one-half may save the Employer money in its overtime budget. The County failed to rebut the Guild’s position on the compensatory time proposal.

With the exception of Snohomish County, all of the other comparables proposed by either the Guild or the County allow employees to take compensatory time instead of overtime pay. According to the Guild, this would serve as a mutual benefit to the County in that it unloads its overtime burden, in most cases with furloughed employees rather than a direct cash outlay. The Arbitration Panel should adopt the Guild’s proposal as a true “win win proposal” for which little reasoned opposition is available.

The Guild next takes the position that its sick leave incentive proposal should be adopted. Currently, only employees separated from employment in good standing for reasons other than retirement, death or disability, are compensated for

unused sick leave hours. Both parties recognize that it is in their mutual interest to incentivize employees to use sick leave only when it is truly necessary. Sick leave use can sometimes create the need for the County to assign mandatory overtime. The current payout for employees who are not retiring is only \$.10 on the dollar, which is simply inadequate to effectively incentivize employees to be more judicious with their sick leave use. In the instant case, the Guild's proposal is supported by the comparables. Clark County, Multnomah County, Snohomish County, and Spokane County all have generous sick leave cash-out programs.

Turning to the County's holiday proposal, the Guild maintains this proposal should be rejected. The County has not carried its burden of persuasion regarding the proposal to reduce the number of holidays eligible for an overtime premium. Article 10, Section 1, lists 12 of the holidays to which the holiday overtime premium apply. Pursuant to the County's proposal, the premium would only apply to six holidays. The County candidly admits that it seeks to undo an arbitration award between the parties regarding a dispute over the intent of the holiday pay article.

The comparables provide little support for the County's position. Given that the Guild fought hard for years for expanded holiday premium overtime, it is extremely unlikely that the County would have been able to convince the Guild at the bargaining table to abandon that benefit. The Arbitration Panel should reject the County's attempt to remove a provision from the contract that it agreed to in the last round of negotiations.

C. The County

The established practice in Pierce County is that other than for some holiday work, all overtime is paid at time and one-half. The Guild seeks double overtime in those

“circumstances where an employee is assigned to work mandatory overtime, or is called back to work with less than two hours’ notice, whereby in those circumstances, employees will be paid two times their base hourly rate of pay.” The Guild’s proposal should be rejected. In filling vacancies, overtime shifts are offered on a voluntary basis for that shift. Next, the overtime is opened up so that correction officers in other shifts can accept the overtime on a voluntary basis. Finally, if there are still shifts that need to be filled, mandatory overtime is invoked.

Chief Jackson-Kidder testified there is no way for a correction facility to operate without mandatory overtime. The Chief testified that this is because there are always “unforeseen circumstances and posts inside the facility must be staffed. . .” The Chief is absolutely committed to reducing the amount of mandatory overtime. Pursuant to the existing process, each employee gets an opportunity to invoke a pass once a cycle. In addition, an employee gets an automatic pass if the overtime is on the employee’s Friday or if the employee has any type of leave time scheduled the following day. Mandatory overtime is not a frequent occurrence and only occurs about once or twice a month for a day shift employee and a little higher for the other two shifts.

The Arbitrator should reject the Guild’s proposal that would require a double time penalty regardless of whether the County has any ability to avoid the required overtime.

Turning to the sick leave usage proposal, sick leave usage among members of this unit is a significant issue. The average amount of sick leave for a correction deputy was 11.3 days, and for sergeants 11.1 days. If the use of leave were expanded to all

leave types used for sick leave related reasons, the average number of sick leave days among correctional deputies would be 15.5 days.

The County does not seek to minimize the impact of mandatory overtime. Unfortunately, some mandatory overtime is a fact of life in a 24/7 correctional facility. A review of the comparators reveals that generally there is no premium for working mandatory overtime, with a few limited exceptions. In Spokane, there is double time after three mandated shifts in a month, in Snohomish County there is double time for work over 16 hours in a day, and in Multnomah County there is double time for the sixth or seventh day of a workweek for an employee on a 4/10 schedule. None of the contracts provide for double time when overtime is required or mandatory.

The Guild also proposes double time for any time a bargaining unit member is “called back to work with less than two hours’ notice.” The Guild was unable to explain how this clause intersects with the mandatory overtime provision. Evidence produced by the County showed the impact of management’s efforts to reduce mandatory overtime. Since 2015, mandatory overtime has been reduced due to the County’s efforts. For all of the above-reasons the Guild’s proposals should be rejected.

Likewise, the Guild’s compensatory time proposal should be rejected. The parties have had language concerning compensatory time in the contract since 1994. Throughout the succeeding years, the County has had a long-standing practice of withholding authorization to earn comp time.

Although the current contract and the Guild proposal begin by stating that any comp time accrual requires “Departmental authorization”, the Guild failed to explain how the quoted phrase meant anything other than the way it has been interpreted for

over 20 years. The Guild's proposal should be rejected since there is nothing in the language that allows PCCB to consider operating needs of the department. The proposed language is a recipe for dispute. The County is concerned with the compounding effect compensatory time can have for any position when an employee must be back-filled if absent.

Turning to the second part of the Guild's proposal concerning the use of comp time, the County asserts the Guild offered little or no explanation of why change is necessary. The Guild seeks to change the longstanding status quo. The Guild has failed to offer sufficient justification for the proposed change. The current CBA provides a process whereby comp time can be used, balancing the interest of an employee in getting time off with the interest of the County in ensuring that its operational needs are met. The County is not interested in breaking with the longstanding practice.

The Guild proposed a substantial increase in the payout to employees that voluntarily separate from employment with PCCB. The sick leave incentive is provided in Article 11, Section 7. The County has a longstanding practice embodied in the language of paying out 10% of up to 200 accrued sick leave days to employees who separate in good standing. Employees who separate from employment because of death, disability or retirement, for any of those reasons are paid at 25% for the first 75 days, 50% for days 76 through 150, and 75% for days 151 through 200. The purpose of the incentive is to encourage employees to build up their sick leave banks so they have available leave when needed during employment, and not to reward employees with additional compensation when retiring after a long career with Pierce County.

The Employer maintains that the current language is consistent with the longstanding practice throughout the County. Each of the 20 bargaining units has exactly the same formula as is in the current contract. Each of the four interest arbitration-eligible units has the same 10% upon separation language. Co. Ex. 17.2. The County is concerned that by providing a significantly larger payout for correction deputies that choose to leave the County, it might incentivize employees to leave in order to get their hands on the increased incentive. The current system rewards employees who continue to work at the County until they retire.

The comparable employers support the County's position. Neither Spokane County nor Multnomah County pays anything after separation. Clark County pays nothing to correction officers that voluntarily leave in the first ten years of employment. Only Snohomish County pays for voluntary separation in the same way as death or retirement. The Guild's proposal should be rejected.

The County has proposed an amendment to Article 10, Section 4.6, Furlough Days. According to the County, management simply seeks to get the benefit of the bargain it struck in the last round of negotiations. In bargaining for the current Article 10, Section 4.6, the County understood they would be paying double time for the six main holidays. The County lost an arbitration decision that sustained a Guild grievance that double time would be paid for overtime work on a holiday other than one of the six specified holidays. The County believes this is an unusual situation in which the decision of the Arbitration Panel should focus primarily on restoring the deal that was intended in the last negotiations.

The Guild proposed adding a new section to the CBA, which requires the County to allocate a minimum of 40 hours' annual training to each employee. Training is a huge cost for the County because off-duty deputies must be brought in for training that requires they be paid at overtime. If deputies are trained during their regular shift, that often requires overtime in order to ensure minimum staffing of the jails. PCCB is committed to providing at least 16 hours of training to all deputies, with eight hours of defensive tactics training and eight hours of firearms training. The court escort and reception correction deputies receive an additional eight hours of training for a total of 24 hours per year. Given the substantial cost of additional training, there are limits on what can be approved. Clark, Snohomish, and Spokane Counties do not have any minimum annual training requirements specified in their agreement. Internal comparability shows that not one of the 21 collective bargaining agreements at the County has a provision providing a minimum amount of training. Co. Ex. 7.19.

The County's analysis shows that the additional cost of implementing the Guild proposal would be over \$400,000. That is an additional cost of almost 2% of compensation to the Employer. For all of the above-stated reasons, the Guild proposal should be rejected.

D. DISCUSSION AND FINDINGS

1. Guild Proposal--Article 5, Section 2

The Guild proposed that employees receive two times their base hourly rate when they are assigned to work mandatory overtime, or when called back to work with less than two hours' notice. The undisputed fact is that a correctional facility cannot operate without mandatory overtime. While two of the comparable employers have

contract provisions that require double overtime, the provisions in the comparable contracts set forth numerous conditions before the employer is required to pay double overtime. None of the conditions found in the other contracts are part of the Guild proposal.

The Guild reasoned the purpose of the two-hour minimum notice requirement is to “incentivize” management to adopt more conscientious scheduling practices and to keep mandatory overtime to a bare minimum. The Arbitration Panel disagrees. Management has no control over when or if a correctional deputy calls in sick or needs to take time off. The Arbitration Panel is unwilling to impose a double overtime time penalty when management does not control when an employee calls in sick and the need for overtime is generated.

None of the other collective bargaining agreements with County employees provide for double overtime when mandatory overtime is required. Co. Ex. 7.8.

Evidence produced by the County showed that the number of hours of mandatory overtime has dropped. In 2014, the number of mandatory overtime instances was 658. During the time when the Tacoma contract was revoked, the number of mandatory overtime instances increased dramatically in 2015 to 14,034. In 2016 there were 10,027 instances and in 2017 the instances of mandatory overtime use fell to 529. The downward trend in the number of instances in overtime argues against adoption of the Guild proposal.

The parties worked out a system to lessen the impact of mandatory overtime on members of this bargaining unit. First, each employee gets the opportunity to invoke a pass once a cycle. Second, an employee gets an automatic pass if

overtime is on the employee's "Friday." Third, the employee will not be mandated to work overtime if the employee has any type of leave time scheduled the following day. This system appears to have worked well for the parties to reduce mandatory overtime to the greatest possible extent and provide some flexibility for employees to escape mandatory overtime.

2. Overtime and Compensatory Time--Article 5, Section 2

The Arbitration Panel holds the Guild has offered insufficient reasons to change the status quo with regard to authorization to earn comp time and how comp time may be used.

The language offered by the Guild requires the Sheriff "shall grant an employee's request to use compensatory time" even for positions that were back-filled. The compounding effect of compensatory time can generate additional cost when a correction officer, must be back-filled to cover for an absent deputy, makes the Guild proposal extremely expensive. It is much less expensive for the County to simply pay the overtime when earned and avoid the compounding effect of comp time.

The second part of the Guild proposal would delete the second paragraph of Article 5, Section 7, which provides guidance on the use of compensatory time. The Guild reasoned that the proposal would allow employees to accrue and take compensatory time if the compensatory time use would not result in overtime. The Arbitration Panel rejects the proposal to delete paragraph 2 from Section 7 that would leave management without sufficient guidelines in allowing for compensatory time. Specifically, the provision in the current agreement requires that compensatory time "will be scheduled in accordance with the reasonable operating needs of the department as determined by the Sheriff or his

designee.” The proviso in the Guild proposal that states “Provided minimum staffing levels are met” does not correct the flaw in the Guild’s proposal to allow management the ability to take into account “reasonable operating needs” when deciding to approve or deny comp time.

3. Article 11, Section 7

The Guild proposed to change the way in which employees who separate from employment for reasons other than retirement are compensated for unused sick leave hours. Adoption of the Guild proposal would represent a substantial increase in the pay out to deputies that voluntarily leave employment. The Arbitration Panel concurs with the County that this proposal is contrary to the purpose of a sick leave bank. The major purpose of sick leave banks is to ensure that employees have available leave during employment. The current contract language is exactly the same formula as contained in 20 bargaining units and each of the four interest arbitration-eligible units.

Turning to the comparable employers, neither Spokane County nor Multnomah County pay out anything on separation. Clark County pays nothing to correction officers who voluntarily leave in the first ten years of employment. Snohomish County is the only comparator that pays for voluntary separations identical to death or retirement.

The Arbitration Panel concludes the Guild has provided insufficient evidence to require the changes be included in the successor agreement.

4. County Proposal--Article 10, Section 4.6--Furlough Days

The County proposed to modify Section 4.6 to attain the benefit management believed it struck in the last round of negotiations. The County’s

interpretation of what it bargained for was rejected in a grievance arbitration between the parties. The County believes that employees working overtime on six main holidays would be paid double time for the overtime hours worked. The grievance arbitrator found that the language required the County to pay double time work on a holiday other than one of the six specified holidays.

Based on the record before the Arbitration Panel, the Panel is not persuaded to overturn the grievance arbitrator's award.

AWARD

The Arbitration Panel awards as follows:

1. The Guild's proposal to amend Article 5, Section 2--Overtime, shall not become a part of the 2016--2018 Collective Bargaining Agreement.
2. The Guild's proposal to amend Article 5, Section 7 of the current agreement shall not become a part of the 2016--2018 Collective Bargaining Agreement.
3. The Guild's proposal to amend Article 11, Section 7 to expand the sick leave payout of accrued sick leave that could be cashed out shall not become a part of the 2016--2018 Collective Bargaining Agreement.
4. The County's proposal to amend Article 10, Section 4.6 to decrease the number of holidays paid at the double time rate shall not be included in the 2016--2018 Collective Bargaining Agreement.

ISSUE 4--OPERATIONAL ISSUES

A. Background

At the hearing the parties referred to Issue 4 as Operational Issues. The Guild has four proposals under Issue 4 and the County countered with two proposals. First, the Guild offered a proposal on training that consisted of two parts. The Guild would incorporate the terms of the 2005 MOU between the County and AFSCME Local 3752, the former representative of the correction deputies and sergeants. This part of the proposal seeks to provide County-paid practice ammunition for an employee who is engaged in a recognized firearm activity on his or her own time. The second part of the Guild's proposal is to require the County to "allocate a minimum of forty (40) hours of training annually to each employee." The County and the Guild reached a tentative agreement on employer provided practice ammunition.

The Guild's second proposal concerns adding a new Article 6, Section 17 that would "make parking that is within reasonable proximity to the Correctional Facility available to all employees while working."

Third, the Guild sought to expand access to the medical benefits for an employee who is on unpaid leave of absence. Currently, the employee will pay the cost of medical benefits (Article 14) for a period of time not to exceed 12 months.

The fourth proposal of the Guild sought changes in Article 19, the employee rights section. The first part of the Guild's proposal would help to ensure that employees have access to a trained Guild representative during *Loudermill* hearings.

The second part of this proposal would prohibit fishing expedition type investigations. Finally, the Guild proposed to remove written reprimands from personnel files after two years from issuance, when it is no longer necessary to keep them.

The Guild asserts the Arbitration Panel should reject the County's operational proposals as a misguided attempt to address staffing shortage problems by reducing opportunities for vacation leave and lowering employee proficiency standards.

The County responded with three operational proposals. First, the County proposed a new firearms and firearms training provision that would allow a limited number of deputies to opt out of firearm training and the requirement to be armed.

The second proposal of the County would make changes in the vacation article (Article 9, Section 7.1). The current contract language provides that the number of available slots for vacation to unit members to assign to each of the three shifts is now 10%. The County seeks a return to a 9% formula. The County would also amend the way rounding is done as part of the calculation to determine available vacation slots. The current agreement requires rounding up. The County would change the provision to a rounding down formula for determining the number of available slots.

The final proposal of the County is to change the phrase "assigned to the shift" to "available for the shift" throughout the section of the agreement.

The County submits the Arbitration Panel should reject all of the Guild's proposals under Issue 4.

B. The Guild

1. Training

The Guild argues that the 2005 MOU should be incorporated into the Collective Bargaining Agreement. The Guild asserts that its proposals are narrowly tailored to address a specific and identifiable problem, that the County is not offering more than the minimum amount of training opportunities to most correction deputies. The Guild urges the Arbitration Panel to recognize that adequate training helps correction staff safely perform their jobs and protects the County from liability as a sufficient and adequate reason to adopt the Guild's proposal.

2. Parking

The Guild has proposed the County "make parking that is within reasonable proximity to the Correctional Facility available to all employees while working." The problem of lack of parking particularly affects those employees who work before 2:00 p.m. because at that time employees either have to pay to park in a parking lot or park in the neighborhood. The Guild's concern is for safety of its members. The area around the jail is a known high crime location. The Guild submits that its proposal is necessary so the Guild has some mechanism to ensure the County follows through on its efforts to increase the inventory of available parking spaces.

3. Unpaid Leaves of Absence

The Guild's proposal on unpaid leaves of absence should be adopted to fix a specific problem. The Guild seeks to end the arbitrary 12-month limitation on which employees on unpaid leaves of absence for medical reasons could receive County medical benefits. Correction employees have a dangerous job that can result in injuries

that are serious and difficult to treat. The Guild concludes that its members should be given some flexibility of treatment that would allow them to return to work in 13, 14, or 15 months.

4. Employee Rights and Personnel Files

The Guild proposed changes to Article 19, the employee rights section to help ensure that employees have access to a trained Guild representative during *Loudermill* hearings. Second, the Guild has proposed to prohibit fishing expedition type investigations. Third, the Guild has proposed to remove written reprimands from personnel files when it is no longer necessary to keep them. The Guild submits it is necessary to provide contract language that employees who are under investigation are afforded not just any Union representative, but rather one that is prepared and capable of protecting that employee's rights during the investigatory interview.

Moreover, the Guild seeks to prohibit the Employer from expanding the scope of activities, circumstances, events, conduct or other actions that pertain to the incident, which is the subject of the investigation. If nothing restricts the Employer to the allegations included in the disciplinary notice, the notice language has diminished value.

The Guild next proposed that the County should maintain no secret personnel files not subject to inspection. The final proposal of the Guild was to allow for written reprimands to be purged from an employee's file after two years so long as no similar event has occurred during that period of time. Currently, there is no formal mechanism for employees to request that a written reprimand, no matter how old, be removed from their personnel files. The Guild reasons this language is necessary to prevent the County from using stale and outdated written reprimands for the purpose of

progressive discipline. Comparability supports the Guild's proposal to allow removal from the files of written reprimands more than two years old if there has not been a repeat of similar conduct.

Turning to the County's annual leave proposal, the Guild proposes to continue current contract language to determine how many vacation slots are available at any given time. The net effect of the County's proposal will be to reduce the number of available vacation slots. In the instant case, the County's proposal is particularly harsh given that the current contract language already severely restricts employees' ability to use their vacation time. None of the comparables allow for the current severe restrictions on the ability to take vacations.

The County made clear at the arbitration hearing that the driving force behind its vacation proposal was management's desire to reduce overtime. In the view of the Guild, a reduction in overtime should not be made by denying employees the ability to use vacation time.

Turning to the County's voluntary gun opt out proposal, the Guild maintains the County's proposal should not become a part of the Collective Bargaining Agreement. Although the County called its proposal a "pilot", there is no sunset date on the proposal. The Guild sees the County's proposal as lowering the overall professional standards at the jail. Guild witnesses explained there is a need for all deputies to be armed in a heightened security situation.

C. The County

1. Training

The County offered a new proposed section on firearms and firearms training. According to the County, this proposal is an effort to retain individuals who might otherwise be terminated for inability to maintain proficiency in firearms. The County proposes a trial program under which up to three deputies per shift may be exempted from firearms training and the requirement to be armed. Under the County proposal, employees who opt out of firearms training will not be assigned a post that requires being armed. An additional benefit would be that the County could avoid the cost of firearms ammunition, expensive training, and re-training for employees that often requires back fill and thus the use of overtime.

Under the County proposal, a maximum of nine members would be able to remain unarmed. Correction officers do not carry firearms within the jail. The County needs to be as creative as possible when it comes to retaining employees. The Arbitration Panel should adopt the firearms trial proposal.

2. Parking

No other bargaining unit in the County has a requirement that would make free parking available to members of the bargaining unit. None of the comparables have language in their collective bargaining agreements compelling that parking be provided to employees. The Guild proposal on parking should be rejected.

3. Unpaid Leaves of Absence

The Arbitration Panel should reject the Guild's unpaid leaves of absence proposal contained in Article 13, Section 3. The general rule in the County is that during

an unpaid leave of absence, an employee's eligibility for benefits ceases unless FMLA applies. If unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the County pays the cost of medical benefits for a period of 12 months. The 12-month time frame only applies during a period of unpaid leaves of absence. To the extent an employee is on paid leave, using accrued leave of any kind will continue the medical benefits. This same County-wide policy on continuation of benefits has been in effect for over 25 years.

The County is also concerned about the subjectivity and ambiguity in the phrase "the employee's particular circumstances warrant an extension." The Arbitration Panel should keep in mind that the time period begins when the employee no longer has any paid leave and the employee goes on unpaid leave of absence. The Guild's proposal should be rejected.

4. Employee Rights and Personnel Files

Article 19 of the agreement deals with employee rights. According to the County, the Guild's proposal is replete with ambiguous and unclear language. The current agreement provides an employee will be told, "before questioning ... the general nature of the inquiry including the basic factual allegations." The Guild offered no issues or concerns that have arisen in terms of how investigations are conducted. There is no reason to change existing language or practice, and no testimony was offered by the Guild to explain their intent.

The Guild proposed new language in Section 8 that seeks to limit the scope of disciplinary interviews. The County avers this proposed language should not become a part of the successor contract. None of the comparable contracts have a limitation on the

scope of employee interviews. The County is also concerned that the Guild's proposal provides that "all interviews" shall be limited in scope. There is no reference to this restriction applying only to internal affairs investigations.

The Arbitration Panel should dismiss the Guild's proposal regarding "secret personnel files." The County maintains no secret personnel files on employees. The County is opposed to any contract language suggesting that management has maintained "secret files" on employees.

Likewise, the County is opposed to the Guild proposal that would purge written reprimands from the employee files after two years if no similar event has occurred within the two-year period. According to the County, management is particularly concerned about written reprimands regarding sexual harassment and other forms of harassment. Given the high visibility of harassment charges, the County must be able to prove it took prompt remedial corrective action.

5. Vacations

The County next proposed to modify Article 9, Section 7.2, to change the rounding formula that determines the number of available slots open to schedule vacations. The current contract requires a rounding up as part of the calculation for available slots. This formula results in a calculation that does not reflect the current contract language. The County would reduce the existing vacation slots from 10% to 9% of the officers that could be off on vacation on the same shift. Finally, the County seeks to change the phrase "assigned to the shift" to "available for the shift" throughout this section of the agreement. According to the County, it seeks to better account for changes in vacations that occur during the year after the annual selection process.

The evidence is unrefuted that over the course of a year, there will be a great many vacation slots that are available, but not utilized. The County seeks to better balance vacations throughout the year. The County recognizes the proposal will necessarily mean some employees may not be able to take vacations during the most desirable times. The County's proposal is supported by the comparables. The Arbitration Panel should adopt the County's proposal.

D. DISCUSSION AND FINDINGS

1. Training

The Arbitration Panel holds that the Guild's proposal on training should not be included in the successor CBA. The evidence before this Arbitration Panel shows there have been no significant problems with following the MOU. The MOU deals with the use of personal handguns rather than those that are the standard issue. While the Arbitration Panel appreciates the Guild's concern that adequate training helps correction staff to safely perform their jobs and protects the County from liability, none of the comparables have language in their collective bargaining agreements dealing with the use of personal handguns.

2. Parking

The Guild proposed that the County "make parking that is within reasonable proximity to the Correctional Facility available to all employees while working." There is little room for doubt that safe and adequate parking is a legitimate issue for members of this bargaining unit. However, the Arbitration Panel must reject this proposal given the reality of the parking issue. The County recognizes there is not as much parking in proximity to the facility as it would like to have. The lack of parking impacts many other

County employees, not just correctional deputies. Parking on the streets is within the control of the City of Tacoma, not the County. The language offered by the Guild that would require the County to make parking available to all employees “within reasonable proximity to the Correctional Facility” is vague and ambiguous and would certainly lead to grievances over the meaning of “reasonable proximity.”

The Guild offered no evidence of what adoption of this proposal would cost. The Arbitration Panel is unwilling to award a proposal that has the real potential to add significant costs to the County.

An Award by this Arbitration Panel that would place the Guild’s proposal on parking into the Collective Bargaining Agreement, will not make parking within reasonable proximity to the Correctional Facility magically appear in downtown Tacoma. The evidence also shows that no other collective bargaining agreement among the comparators has language mandating parking for employees. Thus, the Arbitration Panel rejects the Guild’s proposal on parking.

3. Unpaid Leaves of Absence

The Guild proposed what it characterized as a simple fix to a specific problem. Current language limits access to medical benefits where an employee is on an unpaid leave of absence for a period not to exceed twelve (12) months. The Guild would remove the 12-month cap. According to the Guild, members should be given some flexibility of treatment that would allow them to return to work in 13, 14, or 15 months.

The Arbitration Panel shares the County’s concern with the subjectivity and ambiguity of the phrase “the employee’s particular circumstances warrant an extension,”

demands the Guild's proposal be denied. The Arbitration Panel rejects the Guild's proposal on unpaid leaves of absence.

The same County-wide policy on continuation of benefits has been in effect for over 25 years and covers all County bargaining units. County evidence showed that the 12-month period only applies to unpaid leaves of absence that are necessary for medical reasons caused by an on-the-job injury. To the extent an employee is on paid leave using accrued leave of any kind, all employee benefits, including medical, would continue. In sum, the Arbitration Panel was not persuaded that overturning the 12-month limitation would be in the best interest of either party.

4. Employee Rights and Personnel Files

The Arbitration Panel will discuss the Guild's proposals separately. According to the Guild, the amendment to Article 19, Section 2, is necessary to ensure that employees who are under investigation are afforded not just any Union representative "but rather one that is prepared and capable of protecting that employee's rights during the investigatory interview." Guild Br., p. 111.

The second part of the proposed amendment to Article 19, Section 2, is necessary in the view of the Guild to ensure members are informed in sufficient detail of the purpose of the interview.

The Arbitration Panel finds the Guild's proposal to amend Article 19, Section 2, is unnecessary and without sufficient evidence that would justify the proposed amendments. The Guild's proposal would represent an expansion of the *Weingarten* doctrine. Pursuant to *Weingarten*, employees who are going to be questioned, that have a reasonable expectation the questioning could lead to discipline, must be provided union

representation. That is specifically what is provided in the first sentence of Section 2 that provides in part that members “shall be advised of their right to be represented by a Guild representative, executive board member, or Guild staff representative present within a reasonable length of time.” The Arbitration Panel rejects the Guild’s proposal to amend Article 19, Section 2, on the basis that it is not necessary and the proposed language would inject an element of uncertainty into the investigatory process.

The Guild next proposed to add new language in Article 19, Section 8 that reads as follows:

All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning and further investigating the employee about information which is developed during the course of the interview.

Guild Ex. 1.1.

The Guild explained that this language is necessary to prevent investigators from inquiring about “prior events” that have already been adjudicated rather than focusing on the incident at hand. The Arbitration Panel finds the above-quoted language to be an unnecessary restriction on the ability of investigators to cover the full reach of matters that might be relevant to the current investigation. Arbitral law is well established that prior instances where no action has been taken is precluded from being reasserted once the matter has been resolved. In the absence of any situation where this issue has caused a problem during correction officer interviews the Arbitration Panel concludes the Guild’s proposed new language in Article 19, Section 8, should not become a part of the Collective Bargaining Agreement.

The County agrees with the Guild's proposal to add a new Personnel Records provision to the CBA with two exceptions. Co. Ex. 18.5. First, the County objects to the sentence in Article 19, Section 11.3 that states: "The Employer shall maintain no secret personnel files not subject to inspection." The Arbitration Panel concurs with the County that in the absence of evidence that secret files are an issue, the sentence should be deleted from Article 19, Section 11.3.

The Guild next proposed to add a new Section 11.4 to Article 19. Pursuant to 11.4, an employee may request that written reprimands be purged from the employee's file no later than two years from the date of the issuance, so long as no similar event has occurred during that period of time.

The Arbitration Panel concurs with the Guild that written reprimands should not necessarily remain in an employee's file forever. Two of the comparables also have provisions for removal of reprimands. Multnomah County and its correction union allow for written reprimands to be removed after three years provided that the personnel file does not contain a more recent discipline. The Arbitration Panel concludes that Section 11.4 shall become a part of the Collective Bargaining Agreement with the modification that removal can occur no later than three years from the date of issuance so long as no similar event has occurred during that period of time.

The County's alternative to the Guild proposal is reasonable and provides the County with the ability to maintain relevant personnel records. Co. Ex. 18.5. The Arbitration Panel will award the County's suggested alternative to the Guild proposal with the addition of the Guild's proposal to add Section 11.4 to Article 19 with the modification that it be three rather than two years from the date of issuance of the discipline.

The County proposed three changes to Article 9, Section 7.2 to change the percentage total number of correction deputies that could be off on annual leave. The County would reduce the number off employees allowed off from 10% to 9%. The County also proposed rounding up at .5 and above and rounding down at .4 and below to compute the 9%. The County submits rounding up significantly alters the percentage of available slots formula. The County would also add language to define Section 7.2 to change the phrase “assigned to the shift” to “available for the shift” throughout this section of the agreement. The County seeks to better account for changes to the vacation schedule that occur during the year.

The Arbitration Panel concludes the County has shown insufficient reasons to return to a 9% formula from the current 10% formula. The Arbitration Panel also concludes the County offered insufficient justification to modify the current language that requires rounding up and down as part of the calculation of available vacation slots. Adoption of the County’s proposal that would reduce the number of vacation slots available to deputies is not something that would be in the best interest and welfare of either party.

The Arbitration Panel does agree with the County that the phrase “assigned to the shift” to “available for the shift” is justified. The Arbitration Panel agrees with the County that adoption of the proposal will make it easier for management to account for changes that occur during the schedule after the annual selection of vacation slots has taken place.

The Arbitration Panel was not persuaded that the County’s proposal that would allow correction deputies to voluntarily opt out of the firearms training and

requirement to be armed become part of the CBA. In the judgment of this Arbitration Panel creating two categories of correction deputies, one that would be required to be trained and armed and another classification of employees who could voluntarily opt out of firearms training requirements would not be in the best interest of either party.

AWARD

The Arbitration Panel awards as follows:

1. The Arbitration Panel holds the Guild's proposals to require a minimum of forty (40) hours of training annually to each employee and to incorporate the terms of the 2005 MOU shall not be added to the 2016--2018 Collective Bargaining Agreement.

2. The Guild's proposal on parking shall not become a part of the 2016--2018 Collective Bargaining Agreement.

3. The Guild's proposal for unpaid leaves of absence shall not become a part of the 2016--2018 Collective Bargaining Agreement.

4. The Arbitration Panel finds that the Guild proposals on employee rights shall not become a part of the 2016--2018 Collective Bargaining Agreement.

5. The Arbitration Panel awards that Article 19, Section 11, be implemented with the following language:

Article 19, Section 11 (Personnel Records)

11.1 – Contents. A “personnel file” shall be defined as any file pertaining to the bargaining unit member’s employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

11.2 The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee’s personnel file. The Employer will also provide at least seventy-two (72) hours’ notice before releasing any requested documents.

11.3 Each employee’s personnel files shall be open for review by the employee during normal business hours by

appointment provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations which are destroyed after the evaluation is prepared. An employee may, at their request, have placed in their personnel file a statement containing the employee's rebuttal to any specific information in their personnel file.

11.4 An employee may request that written reprimands be purged from an employee's file no later than three (3) years from the date of issuance, so long as no similar event has occurred during that period of time.

6. The Arbitration Panel rejects the County's annual leave proposals to change the rounding formula and reduce the number of employees allowed off from 10% to 9%.

7. The Arbitration Panel rejects the County's voluntary gun opt out proposal that would allow corrections deputies to voluntarily remove themselves from firearm training and requirements.

8. The County's proposal to change the phrase "assign to the shift" to "available for the shift" throughout Article 9, Section 7.2 shall become a part of the 2016--2018 Collective Bargaining Agreement.

ISSUE 5--CONTRACTUAL ISSUES

A. Background

Two topics are in dispute under this issue. The Guild proposed to amend Article 8, Section 2--Reduction in Force to allow bargaining "if the layoff is for the purpose of saving in labor costs." The second aim of the Guild was to remove Article 23--Subcontracting from the CBA in its entirety.

The County would continue current contract language.

B. Guild

The Guild has proposed a change in Article 8, Section 2--Reduction in Force. The Guild has proposed a modification of the waiver to allow the Guild to bargain "if the layoff is for the purpose of saving in labor costs, the County shall negotiate such a decision and all associated effects." According to the Guild, the legal effect of its proposal is to withdraw the Guild's consent to the waiver of its right to bargain layoffs for the purpose of saving labor costs. The Guild takes the position the Arbitration Panel is legally required to adopt the Guild's proposal.

Washington courts have specifically held that layoffs themselves are mandatory subjects of bargaining if the reason for the layoffs is to "achieve budget savings." A waiver of a union's right to bargain such layoffs is a permissive subject of bargaining. If the subject of bargaining is permissive, parties may negotiate, but each party is free to bargain or not to bargain, and to agree or not to agree. Here, the Guild has previously agreed to waive its right to bargain layoffs that occur for the purpose of saving labor costs. Therefore, pursuant to the legal authority, that waiver is a permissive subject of bargaining that can be renewed only through mutual consent of the parties.

In the current round of bargaining, the Guild is determined to withhold that consent. As a consequence, the waiver must be removed from the contract. The Arbitration Panel has no authority to impose one party's permissive proposal on the non-consenting party.

The Guild's proposal to delete the contracting-out provision found in Article 23 presents the same issue as the Guild's layoff proposal. The current subcontracting article is a broad waiver of the Guild's statutory right to bargain over a mandatory subject of bargaining. A long line of PERC decisions has held that the decision to contract out bargaining unit work is a mandatory subject of bargaining. Thus, for the same reasons the Guild's layoff proposal must be adopted, the Arbitration Panel must adopt the Guild's proposal to delete Article 23 from the Collective Bargaining Agreement.

C. The County

The County is adamantly opposed to the Guild's reduction in force proposal. According to the County, if events necessitate the need to lay off employees, the County must be able to act in a relatively expeditious fashion. The County is concerned that in the event of a layoff, the Guild will have a significant financial incentive to seek delay of the layoffs for the greatest length of time; that is the very best way to ensure their members continue to remain employed. The County believes that the layoff situation could result in negotiations, mediation, and ultimately interest arbitration, with the County unable to proceed with implementation under exigent circumstances.

In each of the County's comparables the employer is authorized to lay off employees. Co. Ex. 2. While both Clark and Multnomah have notice provisions in terms of a 15 or 30-day notice prior to layoff, the employer is allowed to take the action that

needs to be taken after cessation of the notice period. In Pierce County, management has retained the ability to implement layoffs in each of the other collective bargaining agreements. Co. Ex 10.3.

The County next argues that the existing language worked well after the City of Tacoma's action to send their inmates elsewhere necessitated the layoff of correction officers. During four days of testimony, not one Guild witness suggested any problem or concern with how the existing language was utilized during the Tacoma reductions.

The Guild has failed to establish any explanation as to why current language is not working or why a change is required. The external comparables and internal comparisons all support the County's position. The Guild's proposal should be rejected.

Turning to the Guild's proposal to delete the subcontracting provision contained in Article 23, the County maintains the Guild has totally failed to meet its burden of proof. The subcontracting article has been in place for many years. The language established a process by which the County can provide notice to the Guild and discuss a proposed decision to subcontract. The existing language preserves the decision to subcontract to the County and commits the County to bargain the effects of any subcontract.

Public employers have an over-riding responsibility to provide public service in the most effective and cost-efficient manner. The County needs the flexibility to make these decisions in a timely manner, recognizing the effects of bargaining will ensure the Guild has ample opportunity to bargain impacts and transitional details in a timely manner. All other County contracts have subcontracting language providing for flexibility to the County. Co. Ex. 23.1.

In sum, the Guild has not established any basis for overcoming the status quo. The Arbitration Panel should reject the Guild's proposal.

D. DISCUSSION AND FINDINGS

The Arbitration Panel rejects the Guild's reduction in force and subcontracting proposals. The evidence was uncontradicted that the layoff language worked well in responding to the City of Tacoma's decision to send their inmates elsewhere. Both external and internal comparables support the County's position on this issue. The Arbitration Panel also agrees with the County that if conditions require the need to lay off employees, the County must be able to act in a relatively expeditious fashion.

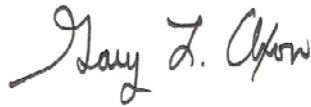
The Arbitration Panel was not convinced the Guild's legal arguments serve as a bar to this Arbitration Panel from awarding current contract language.

For the same reasons, the Arbitration Panel rejects the Guild's proposal to delete the existing subcontracting language from the current Collective Bargaining Agreement. The current language strikes the appropriate balance between the County's need to preserve the decision to subcontract and the commitment to bargain the effects of any decision to subcontract.

AWARD

The Arbitration Panel awards that the current contract language contained in Article 8, Section 2 and Article 23 shall be continued unchanged. The Guild's proposals shall not become a part of the 2016--2018 Collective Bargaining Agreement.

IN THE MATTER OF)	
)	PERS CASE NO. 129400-I-17
INTEREST ARBITRATION)	
)	ARBITRATION PANEL'S
BETWEEN)	
)	OPINION AND AWARD
PIERCE COUNTY)	
CORRECTIONS GUILD,)	JANUARY 1, 2016--DECEMBER 31, 2018
)	
Guild,)	COLLECTIVE BARGAINING
)	
and)	AGREEMENT
)	
PIERCE COUNTY, WASHINGTON,)	
)	
Employer.)	



 Gary L. Axon
 Neutral Arbitrator
 Dated: June 28, 2018

Concur/Dissent

Concur/Dissent

 Denise Greer
 Dated:

 Eamon McCleery
 Dated: