
In Re the Arbitration Between:

PERC Case: 135325-I-22

Washington State University,

Employer,

and

**INTEREST ARBITRATION
OPINION AND AWARD**

Washington State University
Police Guild,

Guild.

In accordance with **Chapter 41.80 RCW** the Executive Director of Washington State Public Employment Relations Commission certified the following issues to Interest Arbitration:

Issue One: Article 3.1.D Employee Rights and Responsibilities - Safety

Issue Two: Article 6.9 Hours and Overtime – Call Back

Issue Three: Article 6.18 Hours and Overtime – Safety release time

Issue Four: Article 13.1.A Wages and Incentives – Wage Scales

Issue Five: Article 13.7.G Wages and Incentives – Longevity Pay and Education

Incentive

Issue Six: Article 13.8 Instructor Pay – This issue is settled, and no argument was made at hearing.

The above captioned Interest Arbitration was presented to the neutral arbitrator, James A. Lundberg, in a remote hearing using Zoom software on July 27, 2022, and July 28, 2022. Oral arguments were presented at the end of the hearing. A transcript of the hearing was submitted on August 10, 2022 and the record was closed.

APPEARANCES:

FOR THE EMPLOYER

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FOR THE GUILD

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This is the first time that Washington State University and the Washington State University Police Guild have gone to interest arbitration. Consequently, the parties do not have a well-established comparison group. The parties have cited the following Universities within the State of Washington in their comparisons: University of Washington, Western Washington University, Central Washington University, Eastern Washington University, and Evergreen University. The parties have also cited the following municipal and county law enforcement agencies: City of Pullman, Whitman County, Asotin County, Latah County, City of Cheney and City of Clarkston. **Chapter 41.80.340 (3)** provides for a “*comparison of the*

hours and conditions of employment of personnel involved in the proceeding with the hours and conditions of employment of like personnel of like employers of similar size on the west coast of the United States.”

Latah County is located in the state of Idaho, which is not on the west coast of the United States. Hence, Latah County may not be used as a comparator.

The five other universities cited compare like employees working for like employers. The size of Washington State University is within the size range of the comparison group. Hence, the comparison group of six universities shall be relied upon to arrive at an award. Since the size of the six universities within the comparison group cover a considerable range, 2,116 students enrolled at Evergreen University and 57,500 students enrolled at the University of Washington, the institutions' rank within the comparison group shall be given primary consideration rather than averages within the comparison group. Washington State University is not an average institution within the comparison group. Within the comparison group of six universities, Washington State University ranks number two (2) in size of student body and number of students living on campus.

Municipal and County law enforcement agencies are not as closely comparable to university law enforcement agencies. However, Washington State

University is located within the City of Pullman, Washington. There is considerable cooperation between the two police departments and the departments often have overlapping jurisdiction. Consequently, comparisons with the City of Pullman, Washington police shall also be considered in arriving at an award. The other municipal and county law enforcement agencies proposed as comparators are not of similar size and should not be included in the comparison group.

The parties submitted data concerning the size of the student population and the number of students who live on campus¹ for the six universities. The institutions rank in size (largest to smallest) as follows:

University of Washington (UW)	57,500 students	10,385 on campus
Washington State University (WSU)	19,900 students	8,200 on campus
Western Washington University (WWU)	15,197 students	4,145 on campus
Eastern Washington University (EWU)	12,300 students	738 on campus (see footnote)
Central Washington University (CWU)	10,327 students	2,800 on campus
Evergreen University (EU)	2,116 students	1,000 on campus

Washington State University ranks second in both the size of the student population and the number of students who reside on campus. Additionally,

¹ No information for Eastern Washington University campus population was provided but according to the internet only 6% of the student population in 2020 lived on campus or about 738 students.

Washington State University competes in Division One intercollegiate athletics, which creates a significant concern for a law enforcement agency. Washington State University competes in the PAC-12 in twelve (12) sports. The Football Stadium seats 32,952, which dwarfs all other stadiums within the comparison group, except the 70,000-capacity Huskie Stadium of the University of Washington. The large crowds that are drawn to division one athletics, particularly football, create an extra dimension of issues and concerns for a University's police force.

Issue One: Article 3.1.D Employee Rights and Responsibilities – Safety

The Employer proposes no change to the current contract provision which says: *“No member of the bargaining unit shall work in excess of twelve (12) hours per day unless it is an emergency situation as determined by the Police Chief or other command personnel or agreed upon by both parties.”* When an employee currently agrees to work more than twelve (12) hours, the employee is compensated at the overtime rate of 1.5 times the normal rate of pay.

No other University has a two times normal rate of pay provision like the one proposed by the Guild. Moreover, for safety reasons, they do not want to incentivize work in excess of twelve (12) hours.

The Guild proposes to change the overtime compensation for work beyond twelve hours in a shift to two (2) times the normal rate of pay. The specific proposal is *“Should an employee agree to work more than twelve (12) hours, they shall be paid for all time in excess of twelve (12) hours at two (2) times their normal rate of pay.”*

The Guild argues that a typical agreement to work in excess of twelve (12) hours results in about a fifteen (15) hour shift. When adding the call-out minimum to the time and one-half premium pay for overtime, two times the normal rate of pay for extending a shift of an officer on duty to 15 hours costs less than calling out a second officer for the additional hours. Moreover, a call-out requires additional scheduling for Sergeants and creates uncertainty within the workforce.

The Union makes a very strong argument in support of their position but the resistance to the provision is based on safety concerns and the fact that no other institution within the comparison group has adopted a similar provision. There is no data or authority submitted by either party to support or negate the safety concern. However, both parties agree that the hours beyond a normal shifts are more hazardous.

The argument that increasing the amount of premium pay available when an employee works more than twelve (12) hours creates an incentive to engage in

an unsafe practice, ignores the fact that the Employer is ultimately in control of whether an employee works additional hours. The situation being addressed requires both Employer and employee to agree to extend a shift beyond twelve (12) hours. The request to extend a shift is made by the Employer, not the employee. Hence, under the new proposal, management has a disincentive to request that an employee work more than twelve (12) hours as such a request will increase employee compensation costs.

While the increase in premium pay is an incentive for officers who agree to work hours over twelve (12) in one shift, the additional hours covered by this provision are admittedly more hazardous than a normal overtime shift and should be compensated accordingly.

AWARD:

Article 3.1 D Employee Rights and Responsibilities – Safety shall be changed to say:

No member of the bargaining unit shall work in excess of twelve (12) hours per day unless it is an emergency situation as determined by the Police Chief or other command personnel or agreed upon by both parties. Should an employee agree to work more than twelve (12) hours, they shall be paid for all time in excess of twelve hours at two (2) times their normal rate of pay.

Issue Two: Article 6.9 Hours and Overtime – Call Back

The Employer argues for no change in the current contract provision.

The Guild proposes a change to **Article 6.9 Hours and Overtime**, which will increase the number of hours of bonus pay for an employee called back to work from two (2) to three (3). The Guild proposal is:

6.9 Any employee who is called back to work once the employee has left the campus and outside of the normally scheduled shift shall receive a minimum of three (3) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at the rate of time and one-half. This section shall not apply to a shift holdover for unanticipated work at the conclusion of the officer's normal shift. An employee on Standby status called to return to work does not qualify for Callback pay.

The Guild presented language in the collective bargaining agreements from Western Washington University, Eastern Washington University, Central Washington University, and the City of Pullman, which provide for three (3) hours of bonus pay for employees called back to work. The University of Washington provides for only two (2) hours of bonus time but has a four (4) hour minimum for time worked. The evidence that Washington State University lags behind other comparable Universities in compensating called-back employees is substantial.

Hence, the Guild's proposal should be adopted.

AWARD:

Article 6.9 Hours and Overtime shall be changed to say:

Any employee who is called back to work once the employee has left the campus and outside of the normally scheduled shift shall receive a minimum of three (3) hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular rate; time worked shall be compensated at the rate of time and one-half. This section shall not apply to a shift holdover for unanticipated work at the conclusion of the officer's normal shift. An employee on Standby status called to return to work does not qualify for Callback pay.

Issue Three: Article 6.18 Hours and Overtime – Safety release time

The Employer argues that the current contract provision protects the ten (10) hours off between shifts needed for officer safety. The current provision says: ***“6.18 Employees shall be provided a minimum of ten (10) hours off between scheduled shifts and training unless a shorter time is agreed upon by both parties.”*** The Employer again argues that the Union proposal incentivizes an unsafe practice by compensating employees who work into their ten (10) hours off time between shifts at two (2) times their regular rate of pay.

Since the decision to ask an employee to work into his ten (10) hour safety release time originates with the Employer and is dependent upon an agreement between the Employer and employee, there is a disincentive for the Employer to ask an employee to work into his ten (10) hour safety release time under the Guild's proposal.

The Guild proposal should be adopted as it imposes a financial hurdle to protect the ten (10) hour safety release time at **Article 6.18** of the collective bargaining agreement. Also, the ten (10) hour safety release time is admittedly more hazardous than a normal overtime shift and should be compensated in light of the inherent risk associated with work during the ten (10) hour safety release time.

AWARD:

The Guild proposal is hereby adopted. Article 6.18 shall say:

Employees shall be provided a minimum of ten (10) hours off between scheduled shifts and training, unless a shorter time is agreed upon by both parties. Should an employee be held over, or voluntarily agree to remain in service, into their ten (10) hour safety release time the employee shall be compensated at two (2) times (double time) their regular rate of pay for all work performed in that ten-hour window.

Issue Four: *Article 13.1.A Wages and Incentives – Wage Scales*

The Employer is proposing a three percent (3%) wage increase for 2023 and a three percent (3%) wage increase for 2024.

The Guild proposes a wage increase of 13.1% percent in 2023 for Police Officers (move from General Services Salary Schedule Special Pay Range 61 to 66) and also for Police Corporals (move from General Services Salary Schedule Special Pay Range 63 to 69) and a 15.9% wage increase for Police Sergeants in 2023 (move from General Services Salary Schedule Special Pay Range 66 to 72).

Effective July 1, 2024, the Guild proposes a wage increase of eight percent (8%) in each classification.

The University of Washington is the largest institution among the six (6) comparable Universities and the police wage leader within the comparison group. However, wages for Washington State University police who serve the second largest University within the comparison group and the only other PAC -12 institution are below the average wage within the comparison group and do not correspond to the institutions rank within the comparison group. The WSU student population and the size of the population that lives on campus place WSU second in size rank within the comparison group, but police wages are lower than wages at all other comparators except Evergreen University. Given the size of the

institution and added responsibilities of a PAC -12 police department, the WSU police should be compensated at a level that reflects the institution's rank within the comparison group, which is second, not fifth. Current wages for the police department serving a student population of 19,900 are only 1.45% ahead of the Evergreen University police, who serve a student population of 2,116. Moreover, the Western Washington University police department serves a student population that is only 76% the size of Washington State University, but the police are paid nearly 8% more than the Washington State University Police. Based on the data submitted at the hearing, the Washington State University police are under-compensated, and a three percent (3%) wage increase will not move wages for the bargaining unit to a level that reflects its relative rank within the comparison group. As the Guild points out, a three percent (3%) wage increase will not be sufficient to keep up with rising inflation rates, which will result in the wages of Washington State University police falling farther behind wages within the comparison group.

The wage increases proposed by the Guild for 2023 would move WSU police wages into parity with those of the University of Washington police, which would move the WSU police wages beyond the second rank within the comparison group. While the 2023 wage data for the entire comparison group

was not submitted, an eight percent (8%) increase in wages for 2023 would move WSU police wages beyond the 2022 wages for Western Washington University police and would be greater than the current rate of inflation. By adding an eight percent (8%) wage increase in the second year of the contract, the wages of WSU police should fall at or very near² the second position in the comparator ranking. Based on the data submitted in this arbitration, moving wages from the fifth rank within the comparator group to the second position is appropriate wage adjustment.

AWARD:

Effective July 1, 2023, the wage rates for each classification: Campus Police officer, Campus Police Corporal, and Campus Police Sergeant shall be increased by eight percent (8%).

Effective July 1, 2024, the wage rates for each classification: Campus Police officer, Campus Police Corporal, and Campus Police Sergeant shall be increased by eight percent (8%).

² There is insufficient data to make a more precise assessment.

Issue Five: Article 13.7.G Wages and Incentives – Longevity Pay and Education

Incentive

The Guild proposes two new sections to **Article 13**. They propose **Article 13.7 (F)**, which says: F. All employees shall receive an education incentive each July 1 (or pro-rated rate if hired after July 1) based upon the following schedule:

AA/AS \$500.00

BA/BS \$1,000.00

MA/MS or other advanced degree \$1,200.00

The Guild also proposes **Article 13.9 Longevity Pay** provision that says:

13.9 Longevity Pay

Employees shall receive longevity pay based upon the following schedule:

3 years 1%

6 years 3%

10 years 5%

15 years 6%

20 years 8%

25 years or more 10%

The Employer argues that the current contract language should be maintained. Within the comparison group, only the University of Washington has

an educational incentive provision, and the University of Washington is the only comparator that provides for longevity. The proposed change does not require that a degree be related to law enforcement. The police already have incremental wage increases, so there is no need to add a longevity provision.

Since Washington State University is in the business of higher education, the argument against educational incentives is paradoxical. The other PAC 12 University within the comparison group provides educational incentives. The provision is designed to improve the quality of law enforcement within the university environment, and the comparison with another PAC 12 environment is most appropriate.

The University of Washington is the only other University within the comparison group with a longevity pay provision. The proposal is designed to help retain employees over an extended period of time. As an officer gains experience, he/she presumably becomes more skilled. In the complex Division One university setting, it is important to have skilled, enlightened, and experienced police officers. The comparison with the University of Washington is valid because the demands on officers serving a PAC 12 University are generally greater and more diverse than the demands on officers serving much smaller universities.

AWARD:

The Guild's proposed additions to Article 13 are adopted.

Article 13.7 (F), shall say: *F. All employees shall receive an education incentive each July 1 (or pro-rated rate if hired after July 1) based upon the following schedule:*

AA/AS \$500.00

BA/BS \$1,000.00

MA/MS or other advanced degree \$1,200.00

Article 13.9 Longevity Pay shall say:

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3 years 1%

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10 years 5%

15 years 6%

20 years 8%

25 years or more 10%

All of the issues addressed in this arbitration involve the compensation of police working for Washington State University. The evidence presented in this

arbitration clearly established that the police working for Washington State University are under-compensated based on the institution's rank within the six-university comparison group. The University is ranked second within the comparison group based on student population and the number of students living on campus. However, the current compensation for WSU police employees ranks fifth within the group. Consequently, a substantial general wage increase and upward adjustments in premium pay are appropriate. As a compensation package, this award should result in the WSU police being compensated at a level somewhat less than University of Washington police and at a level somewhat higher than the Western Washington University police, rather than a level closer to an institution (evergreen University) that serves a student population roughly one-tenth the size of the WSU student population.

Dated: 8/15/2022

James A. Lundberg, Arbitrator