

**Public, Professional & Office Clerical Employees and Drivers Teamsters Local Union No. 763
And
City of Edmonds
Interest Arbitration
Arbitrator: Eric B. Lindauer
Date Issued: 04/15/1983**

**Arbitrator: Lindauer; Eric B.
Case #: 04135-I-82-00091
Employer: City of Edmonds
Union: Teamsters; Local 763
Date Issued: 04/15/1983**

IN THE MATTER OF ARBITRATION)	
)	
BETWEEN)	
)	ARBITRATION -
CITY OF EDMONDS)	
and)	OPINION AND AWARD
)	
PUBLIC, PROFESSIONAL & OFFICE)	
CLERICAL EMPLOYEES AND DRIVERS)	RE: TERMS OF 1982
TEAMSTERS LOCAL UNION)	CONTRACT - UNIFORMED
NO. 763.)	POLICE OFFICERS

**BEFORE
ERIC B. LINDAUER
ARBITRATOR**

April 15 , 1983

ARBITRATION PANEL

**Employer Member:
Douglas E. Albright
Attorney at Law
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**Union Member:
Jon L. Rabine
Secretary Treasurer
International Brotherhood of
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REPRESENTATION

**For the Employer:
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PROCEDURAL BACKGROUND

This arbitration proceeding was instituted pursuant to RCW 41.56.460 as a result of an impasse in negotiations between the City of Edmonds (City) and the Public, Professional & Office-Clerical Employees and Drivers, Local Union 763 (Union), representing the Uniformed Police Officers of the City of Edmonds. The contract between the parties expired on December 31, 1981, and since that time the parties have been attempting to negotiate the terms of the 1982 contract. The parties, through negotiations and mediation reached agreement on all of the terms and conditions of the contract with the exception of five issues which were unresolved and submitted to binding arbitration for resolution. The issues submitted to arbitration are as follows:

- 1. Wages.
(Appendix A)**
- 2. Health and Welfare.
(Article X)**
- 3. Vacation Leave.
(Article VIII)**
- 4. Physical Fitness.
(Addendum)**
- 5. Uniform Allowance.
(Article XI)**

In accordance with RCW 41.56.460 the arbitration hearing was convened on January 11 and 12, 1983, in Edmonds, Washington. The

arbitration panel consisted of Douglas E. Albright, Employer Member, and Jon L. Rabine, Union Member. The parties appointed Eric B. Lindauer to serve as the neutral chairman. At the hearing the Union was represented by Herman L. Wacker and the Employer was represented by Cabot Dow. That during the course of the two day hearing each party was given full opportunity to submit evidence bearing on the issues under consideration. That following the submission of testimony and receipt of exhibits the parties waived oral argument and agreed to submit post hearing briefs which were received by the arbitration panel on March 3, 1983.

At the commencement of the hearing, the parties agreed that the Arbitrator would retain jurisdiction in this matter for a period of sixty (60) days following the issuance of the opinion and award for purposes of assisting the parties in connection with the interpretation, clarification or enforcement of the orders should such a request be made by the parties.

That following receipt of the post-hearing briefs, and in accordance with RCW 41.56.460 the neutral chairman convened a joint meeting of the arbitration panel on March 17, 1983, for the purpose of consulting with the panel members regarding the respective positions of the parties. At the conclusion of the joint conference, the panel agreed that the neutral arbitrator, prior to the final award, would submit to the panel members a preliminary determination of the issues for their review and comment. The preliminary determination was submitted to the panel on April 5, 1983, and their comments considered by the Arbitrator. Thereafter, the parties mutually agreed that the thirty day statutory time for submission of the Arbitrator's final award would be waived and the time limit extended to April 15, 1983. The following constitutes the Arbitrator's findings of fact and final determination of the issues in dispute.

ISSUES IN DISPUTE

At the commencement of the arbitration hearing, the parties submitted to the Arbitrator the stipulated issues in dispute and the respective proposals of the parties on each of the issues. The stipulation is as follows:

ISSUE NO. 1
WAGES
(Appendix A)

Position of the Parties:

City Position - As a part of a total economic package the City proposes that the 1982 wage schedule be increased by six percent (6.0) over 1981 levels effective May 1, 1982. The City proposes no change in the existing Step Plan.

Union Position - Effective January 1, 1982, the 1981 monthly rates of pay for employees shall be increased by eight point three percent (8.3%). Effective January 1, 1982, the present Step Plan shall be reduced from sixty-seven (67) months of service to fifty-five (55) months of service.

ISSUE NO. 2

**HEALTH & WELFARE
(Article X)**

Position of the Parties:

City Position - As a part of the total economic package, the City proposes that the City pay 80 percent of the employee and dependent(s) premium based on the January 1, 1982 rate schedules for the various insurance plans for the remainder of 1982 after May 1, 1982, unless otherwise provided by state law (RCW 41.26) for those employees hired prior to October 1, 1977.

Union Position - Effective January 1, 1982, the Employer shall pay one hundred percent (100%) of those premiums necessary to maintain the existing level of benefits for the various insurance plans for all employees and their dependents.

ISSUE NO. 3

**VACATION LEAVE
(Article VIII)**

Position of the Parties:

City Position - As a part of the total economic package, employer would agree to one additional vacation day added to the existing vacation schedule, with maximum carryover from one (1) calendar year to another limited to the equivalent of twelve (12) months accumulated leave for the employee unless the employee is not

able to take scheduled vacation due to police department workload.

Union Position - Effective January 1, 1982, the existing vacation schedule shall be improved to reflect one (1) additional day at each increment accrual level with no other changes in the article.

ISSUE NO. 4

PHYSICAL FITNESS

(Addendum)

Position of Parties:

City Position - The City proposes to maintain the existing Physical Fitness Standards and to update the current agreement to provide for a qualified medical authority, i.e., qualified local physician. The City will continue to offer available facilities for employee physical exercise.

Union Position - Notwithstanding any other provision to the contrary, employee participation in the Physical Fitness Program as set forth within Addendum "A shall be voluntary.

ISSUE NO. 5

UNIFORM ALLOWANCE

(Article XI)

Position of the Parties:

City Position - As a part of the total economic package, the City proposes to increase the three hundred thirty dollar (\$330.00) uniform allowance to three hundred sixty dollars (\$360.00) per year.

Union Position - It shall be the Employer's responsibility to provide each employee covered by this Agreement with a clothing allowance for uniform and equipment as necessary to properly maintain the employee uniform in a presentable manner as required by the Department. Effective January 1, 1982, the Employer shall pay an amount equal to three hundred sixty dollars (\$360.00) per year per commissioned officer for maintenance of such uniform and equipment. The

employee may select the place for purchase provided color, material, quality and other standards of the Department are maintained.

INTRODUCTION

This interest arbitration involves the City of Edmonds and the thirty uniformed officers of the City's Police Department who are represented by Teamsters Local Union No. 763. The City of Edmonds, Washington, is located in what is regarded as the "Puget Sound" area and is uniquely situated midway between Seattle and Everett; 15 miles North of Seattle and 15 miles South of Everett, Washington. The City is predominately residential in character and has a population of approximately 27,000 people. The City is basically comprised of a downtown shopping area, a marina and ferry terminal and numerous small neighborhood shopping areas. There are no regional shopping centers, nor large manufacturing interests located in or adjacent to the City of Edmonds. The City is financially supported by its property tax and sales tax. The assessed valuation of the City for taxes in 1982 was \$761,000,000 or approximately \$27,000 per capita. The City of Edmonds employees approximately 165 full time employees in 11 different City departments. In addition to the Uniformed Officers Bargaining Unit, the Teamsters Local 763 also represents the Support Service Personnel of the Police Department and the Public Works Maintenance personnel. The firefighters are represented by the International Association of Firefighters Local 1828 and the City's Clerical, Technical and Professional employees are represented by Service Employees International Union Local 6. With the exception of the Uniformed Officers, all of the bargaining units within the City had negotiated settlements on the terms of their respective 1982 contracts prior to this matter proceeding to arbitration.

The City of Edmonds and Teamsters Local 763, representing the Uniformed Officers, had previously entered into a three year labor agreement covering 1978, '79 and '80. That agreement was extended an additional year and expired on December 31, 1981.

That commencing in 1981 the parties entered into extensive negotiations in an attempt to reach an agreement on the terms of the 1982 labor agreement. In January, 1982, the Union requested the services of a mediator in an attempt to assist the parties in reaching a settlement. In July, 1982, after five mediation sessions, the Public Employment Relations Commission recommended that the unresolved issues between the parties be submitted to

binding interest arbitration in accordance with RCW 41.56.450.

The Arbitrator was notified of his appointment on October 2, 1982, and the arbitration hearing was subsequently convened January 11 and 12, 1983, in Edmonds, Washington.

STATUTORY CRITERIA - COMPARABLE CITIES

The Washington State Legislature has set forth in RCW 41.56.460 the statutory criteria which the Arbitrator must consider in rendering a decision in interest arbitrations involving uniformed personnel. The statutory language mandates that the arbitration panel:

"Shall be mindful of the legislative purpose enumerated in RCW 41.56.430, and as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:

- (a) The constitutional and statutory authority of the employer.**
- (b) Stipulations of the parties.**
- (c) Comparison of the wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours, and conditions of employment of uniformed personnel of cities and counties respectively of similar size on the West Coast of the United States**
- (d) The average consumer prices for goods and services, commonly known as the cost of living.**
- (e) Changes in any of the foregoing circumstances during the pendency of the proceedings.**
- (f) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment."**

The City and the Union during the course of the arbitration hearing and in the post hearing briefs, have placed considerable emphasis on the language of paragraph (c) of the statute relating to what has been characterized as "comparable cities" of similar size on the West Coast of the United States.

The Arbitrator has reviewed the respective positions of the parties as it relates to the extensive evidence submitted on the issue of what constitutes "comparable cities" as a basis for comparison in deciding the issues of wages and benefits submitted in this arbitration.

The City argues that the statutory criteria set forth in Section (c) of the statute should be strictly adhered to and the Arbitrator must take into consideration "comparable cities" on the West Coast of the United States. In this regard the Union has emphasized for comparison purposes, wages and benefits in cities of similar size in California, Oregon and Washington.

The Union, contends that the Arbitrator must temper the statutory language relating to the West Coast cities with the provisions set forth in paragraph (f) of RCW 41.56.460 which specifically provides that the Arbitrator shall also take into consideration:

... "such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment."

The Union requests that the Arbitrator reject the evidence offered by the City regarding wages and conditions in cities of similar size in California and Oregon on the basis that such evidence is not relevant to the economic and statutory factors under consideration in the State of Washington and in the City of Edmonds. The Union contends that the more relevant evidence for the Arbitrator to consider are the comparable cities located the State of Washington and more specifically those in the Puget Sound area.

It is clear that both parties regard the selection of "comparable cities" as the key issue underlying this dispute and as such, each side has advanced a list of cities which it considers to be "comparable" to the City of Edmonds, as a basis for comparison.

The broad guidelines set forth in paragraph (c) of the statute lend no assistance to either the parties or the Arbitrator in arriving at what constitutes a "comparable city" for purposes of determining which of the various proposals is the more reasonable. There is no magic formula and neither the parties nor the Arbitrator are left with any specific criteria

against which one can measure whether or not a particular city is, or is not, "comparable". The additional language of Section (f) of the statute relating to "such other factors" which are normally or traditionally taken into consideration only further serves to broaden the spectrum as to what evidence the Arbitrator should consider as relevant in making this decision.

The wide range of interpretation of the legislative "guidelines" of what constitutes comparable cities was clearly evident by the geographic and economic range of cities submitted for consideration in this proceeding as a basis for comparison. The City and the Union have each submitted extensive documentation of comparable cities and have advanced well reasoned arguments in justification of their divergent views as to why they have selected the cities used for comparison purposes.

The Arbitrator, in reviewing all of the evidence on this issue and having taken into consideration the respective arguments of counsel as applied to the statutory criteria set forth in RCW 41.56.460, is of the opinion that the more traditional and accepted approach should be followed in determining what constitutes a comparable city. That approach, in the Arbitrator's opinion is to consider first, those cities similar in size which are in geographic proximity to the City of Edmonds, second, those cities similar in size located within the State of Washington, and third, those cities which are similar in size and which are located on the West Coast of the United States. Although the Arbitrator has considered West Coast cities of similar size as required by the statute, the principal basis for the following decision is predicated on the more traditional approach which takes into consideration those cities which are of similar size and are located in geographical proximity to the City of Edmonds. This approach, takes into consideration that most employees measure their level of income and benefits with other employees similarly situated in communities of similar size in his or her immediate geographic area. In the Arbitrator's opinion, this is consistent with the legislative intent of paragraph (f) of RCW 41.56.460, and in accordance with the decisions of other Arbitrators who have considered this issue.

The Union in its post hearing brief cites the Arbitrator to the excellent opinion of Arbitrator Howard S. Block in the 1982 interest arbitration decision involving the City of Bellevue and its firefighters. Arbitrator Block, when considering the issue of comparable cities, offered this opinion:

The comparative data offered by both the City and Union are useful and illuminating, but both are flawed in significant respects. For example, in the selection of its 15 comparative cities from Washington, Oregon and California (5 from each state), Bellevue has ignored one crucial fact, namely, that it is located in the midst of a large metropolitan area. It is clear from the record of this proceeding and undisputed by the parties that compensation levels in large metropolitan cities and their environs are higher than those in less densely populated areas.¹ On the other hand, the comparative cities selected by the Union are more relevant, but the population spread of those cities (up to 249,999) is overbroad; furthermore, there is considerable merit to the City's arguments that the comparative data presented by the Union do not represent a true picture. A further analysis of these comparative data is presented in the discussion of "Monthly Salaries."

What then constitutes an appropriate basis for selecting comparative cities bearing in mind that exact comparisons are rarely, if ever, possible? Understandably, the parties were faced with a dilemma in attempting to select cities of "similar size" within Washington that are truly comparable. No matter how loosely the "similar size" criterion is construed, few Washington cities other than Everett are truly comparable to Bellevue. Almost all Oregon cities of similar size are located outside of major population centers and, therefore, lack an important ingredient of comparability.

In interest arbitration, we usually look first for relevant local and regional comparisons because area Mr. Dow, the City's negotiator, concurred with Professor Knowles, the Union's economist, that higher wages generally prevail in metropolitan areas. (Tr. 353:19-21).

peer parity is most meaningful to all those involved."

Arbitrator Block then refers to an article published by Professor Irving Bernstein, from his Publication on Arbitration of Wages, in which Arbitrator Bernstein notes:

"Comparisons are pre-eminent in wage determination

because all parties at interest derive benefit from adequacy of his income. He feels no discrimination if he stays abreast of other workers in his industry, his locality, his neighborhood . . . awards based thereon are apt to satisfy the normal expectations of the parties and to appear just to the public."

Arbitrator Block then goes on to conclude in the City of Bellevue decision:

"In short, area comparisons of like jobs is a criterion of fundamental importance in interest arbitration. Bellevue, it must be noted, is located centrally in the Puget Sound area, immediately east of Seattle. Puget Sound is an integrated economic area in a common labor market. Therefore, applying the above rationale to Bellevue, the Arbitrator concludes that comparison with cities in the Puget Sound area offer the most persuasive basis for comparison and a criterion fully sanctioned by RCW 41.56.460(f)."

As previously noted by the Arbitrator, the City of Edmonds is centrally located in the Puget Sound area and therefore, in the opinion of the Arbitrator, a comparison with similar cities in the Puget Sound area provides the more relevant basis for comparison. This is not to say that the Arbitrator has not considered cities of similar size on the West Coast of the United States, as required by the statute, it is only to state that the more persuasive evidence, in the Arbitrator's opinion, is to measure the wages and benefits offered by the City of Edmonds against those provided to uniformed personnel in cities of similar size in the Puget Sound area. With these criteria in mind the Arbitrator will now address the specific issues which have been submitted for determination.

1982 WAGES (Appendix A)

Position of the Parties:

City Position - As a part of a total economic package the City proposes that the 1982 wage schedule be increased by six percent (6.0) over 1981 levels effective May 1, 1982. The City proposes no change in the existing Step-Plan.

Union Position - Effective January 1, 1982, the 1981 monthly rates of pay for employees shall be increased

by eight point three percent (8.3%). Effective January 1, 1982, the present Step Plan shall be reduced from sixty-seven (67) months of service to fifty-five (55) months of service.

Arbitrator's Opinion

(a) **Comparable Cities** - As previously noted, the City and the Union have taken divergent views on which cities should be considered as comparable to Edmonds by the Arbitrator. As might be expected, the City requests the Arbitrator to consider as comparables those West Coast cities of similar size which reflect lower wage levels; and the Union advances those cities of similar size in the State of Washington which demonstrate a higher wage scale for its uniformed officers.

The Arbitrator has reviewed all the evidence and respective arguments of the parties on the issue of wages. In the Arbitrator's opinion, it would serve no constructive purposes to enumerate in this opinion, the specific contentions of the parties, nor would it be of assistance to the parties to set forth the conflicting evidence that was submitted on which cities should be regarded as comparable cities when compared to the City of Edmonds.

The Arbitrator, in reviewing the evidence submitted by both parties, finds that there are four cities which both parties agree are comparable cities of similar size and which may be used as basis for comparison to the City of Edmonds. Those cities are Longview, Lynnwood, Olympia and Puyallup. Although these cities are not all located in the Puget Sound geographic area, they are nevertheless cities of similar size and are generally representative of the economic conditions which currently prevail in the City of Edmonds. More importantly, both parties agree that these cities may be used as comparable to the City of Edmonds. The evidence, as reflected in City Exhibit 11, demonstrates that the uniformed officers of the City of Edmonds, in comparison with their counterparts in the four comparison cities, would, under the City's proposal, receive wages which are above the average wage of the uniformed officers in the four comparable cities.

In the opinion of the Arbitrator, in evaluating all of the evidence that was submitted during the course of the hearing, the Arbitrator finds that the more persuasive evidence on the issue of wages and benefits is to be found first in the cities which both parties agree are comparable and in those cities of similar

size that are located in the Puget Sound area.

(b) **Internal Parity** - The City contends that the Arbitrator in formulating an award in this case, should take into consideration the need for internal parity between the uniformed officers and the other bargaining units within the City of Edmonds, two of which are represented by Teamsters Local 763. The City offered in evidence the negotiated settlements for the Police Support Services; Public Works; Clerical, Professional, Technical and Service Employees and the Firefighters, all reflecting a 1982 wage increase of 6.0% or 6.08%.

The Arbitrator finds, consistent with Section (f) of the statute, that internal parity within the respective bargaining units of the City, is a factor which is traditionally taken into consideration by Arbitrators in interest arbitrations. Accordingly, internal parity has been taken into consideration in arriving at the level of the 1982 wage increase for the uniformed personnel of this bargaining unit.

(c) **Effective Date of Wage Increase and Benefits** - The parties are in arbitration over the wages, benefits and terms of the provisions of the 1982 labor agreement, as specifically set forth in the stipulated issues in dispute. Accordingly, in response to those stipulated issues, it is understood that the Arbitrator's award will necessarily have retroactive effect. The parties disagree to the date the award should become effective. The City contends that May 1, 1982, is the appropriate date, the Union, January 1, 1982.

The Arbitrator has reviewed the arguments of both parties on this issue and finds that the Union's position is the more persuasive for the following reasons. First, that to adopt the City proposal is to break the continuity of the labor agreements which have been in existence since 1968. The previous agreement expired on December 31, 1981. The City offered no persuasive reason why the members of the bargaining unit should be denied wage and benefit increases for the first four months of 1982. If the uniformed officers are entitled to wage and benefit increase, then that increase should be retroactively applied on an annual basis commencing on January 1, 1982. The members of the bargaining unit should not be financially penalized simply because the parties have not been able to reach an agreement. Accordingly, the Arbitrator finds that the effective date of the wage increase and all benefits awarded by the Arbitrator in this matter shall have an effective date of January 1, 1982.

(d) Step Schedule - In addition to the requested increase in the uniformed officers basic wage rate, the Union proposes a reduction of the present salary step plan from 67 months to 55 months of service. This proposal is rejected by the City.

The step plan sets forth the length of service required to move from an entry level position to a maximum pay scale, which for the City of Edmonds is 67 months, or 5 years and 7 months. The Union contends that the present salary step schedule of 67 months is unreasonable in length of time and inconsistent with comparable cities of similar size. The Union introduced evidence which demonstrated that the average time for uniformed officers in the Union's comparable cities to move through the step plan is 44 months, or nearly 2 years longer than under the step schedule currently governing the pay scale for uniformed officers in the City of Edmonds.

The City contends that the Union's proposal results in an accelerated advancement through the step plan. The City further objects to its retroactive application. The City also contends that the method of how the plan is to be implemented as never been advanced by the Union.

The Arbitrator finds that the current salary schedule or step plan for the City of Edmonds uniformed officers is not consistent with comparable cities of similar size and accordingly the step plan shall be reduced from 67 months to 55 months of service as proposed by the Union with an effective date of January 1, 1982.

The City brings to the Arbitrator's attention that the Union has never set forth a specific schedule of how the reduced plan shall be implemented by the parties. While it is true that the Union did not introduce a specific step plan setting forth the method of accomplishing the Union's proposal, the Arbitrator would anticipate that an acceptable step plan could be satisfactorily agreed upon by the parties. The Arbitrator shall retain jurisdiction in the event the parties are unable to reach an agreement as to the method of implementing the Arbitrator's award on this issue.

(d) Monthly Wage Increase - The Union is requesting that effective January 1, 1982, the 1981 monthly rates of pay for uniformed personnel shall be increased by 8.3 percent whereas the City contends that the wage increase should be limited to 6.0

percent. The Arbitrator in arriving at a decision on the rate of increase has taken into consideration the statutory criteria, the comparable cities as previously discussed, the consideration of internal parity within the city bargaining units, the effective date of the increase, the adjustment of the step plan and the award on the balance of the issues hereinafter set forth. On the basis of these considerations, the Arbitrator is of the opinion that the evidence supports a finding that the 1981 wage schedule for uniformed officers be increased by 6 percent effective January 1, 1982.

Arbitrator Award:

It will be the order of the Arbitrator that the 1982 wage schedule be increased by six (6) percent over the 1981 level, effective January 1, 1982. It will be the further order of the Arbitrator that effective January 1, 1982, the present 1981 salary step plan shall be reduced from sixty-seven (67) months of service to fifty-five (55) months of service.

**ISSUE NO. 2
HEALTH AND WELFARE
Article X**

Position of the Parties:

City Position - As a part of the total economic package, the City proposes that the City pay eighty (80) percent of the employee and dependents premium based on the January 1, 1982, rate schedules for the various insurance plans for the remainder of 1982 after May 1, 1982, unless otherwise provided by state law (RCW 41.26) for those employees hired prior to October 1, 1977.

Union Position - Effective January 1, 1982, the Employer shall pay one hundred (100) percent of those premiums necessary to maintain the existing level of benefits for the various insurance plans for all employees and their dependents.

Arbitrator's Opinion

The parties are in basic disagreement on the amount of health and welfare benefits to be paid by the City and the effective date of when the premium should be paid. The Union also contends that the distinguishment between LEOFF I and LEOFF

II position should be set aside and that one hundred (100) percent of premiums should be paid by the City for both LEOFF I and II employees.

The current level of health and welfare benefits of seventy (70) percent of LEOFF I and fifty-three (53) percent of LEOFF II employees has remained unchanged since February 1, 1978. The Union submits that cities throughout the State of Washington pay one hundred (100) percent of medical and dental coverage for both the employees and their dependents. The Union's comparable cities reflect that in all but two of the cities cited the employer paid one hundred (100) percent of the medical benefits. (Union Exhibit 11)

The City contends that the increase in health and welfare benefits proposed by the Union results in a substantial increase in the dollar contribution to the total economic package offered to the uniformed personnel. The City further argues that Union Exhibit 11 is based upon 1981 data and is therefore outdated. The City refers the Arbitrator to City Exhibit 26 which reflects that in previous years the cities did in fact pay one hundred (100) percent of employee and dependent premiums. However, the current practice and the trend is for employees to pay a portion of the insurance premium. The City further resists the equalization of benefits between LEOFF I and II officers on the basis that such a decision by the Arbitrator would be contrary to the expressed intent of the Washington State Legislature to segregate the benefits between the two categories of uniformed personnel which is based on their date of hire, i.e. before and after October 1, 1977.

The Arbitrator concludes that the health and welfare benefits received in 1981 by the uniformed officers is below the level of benefits provided by comparable cities in the Puget Sound area.

The City has recognized this inequity in benefits and has agreed to increase the level of premium contribution to eighty (80) percent of employee and dependent premiums for all benefits provided. The Arbitrator is of the opinion that the City did not go far enough in increasing the level of benefits in order that they would be comparable to cities of similar size in the Puget Sound area. Employee health and welfare benefits are areas where the employer has an opportunity to offset lower wages brought about by a depressed economy and to do so at minimal cost to the employer. In view of the limited wage increase previously

awarded and in consideration of the evidence of health and welfare benefits of comparable cities, the Arbitrator finds that the City should pay one hundred (100) percent of those premiums necessary to maintain the existing level of benefits for the various insurance plans presently provided for employees and eighty (80) percent of the premiums for the employees' dependents.

The City urges that the Arbitrator resist the Union's plea to abolish the distinguishment between LEOFF I and II officers as it relates to health and welfare benefits. It is clear that an inequity exist between the LEOFF I and II employees and that inequity exists only by virtue, or lack thereof, of the employees date of hire. The City offered no persuasive evidence other than referring to the intent of the legislature, to indicate why this inequity should continue. The Arbitrator is of the opinion that the health and welfare benefits should be equalized for uniformed officers regardless of their date of hire.

For the reasons previously set forth in this Opinion, the Arbitrator is of the opinion that the health and welfare benefits ordered in this Award shall have an effective date of January 1, 1982.

Arbitrator's Award:

It will be the order of the Arbitrator that effective January 1, 1982, the employer shall pay one hundred (100) percent of those premiums necessary to maintain the existing level of benefits for the various insurance plans for all employees and eighty (80) percent of the premiums for the employees' dependents irrespective of whether such employees are classified as LEOFF I or LEOFF II officers.

VACATION LEAVE Article VII

Position of the Parties:

City Position - As a part of the total economic package, employer would agree to one additional vacation day added to the existing vacation schedule, with maximum carry over from one (1) calendar year to another limited to the equivalent of twelve (12) months accumulated leave for the employee unless the employee is not able to take scheduled vacation due to police department workload.

Union Position Effective January 1, 1982, the existing vacation schedule shall be improved to reflect one (1) additional day at each increment accrual level with no other changes in the article.

Arbitrator's Opinion

The parties are in disagreement as to whether or not the employer should be entitled to consider the additional one day of vacation as part of the total economic package.

The Arbitrator finds that with the additional day of vacation, as conceded by the City, the City of Edmonds will be comparable if not higher in its vacation benefits to cities of similar size in the Puget Sound area.

The parties are in dispute as to whether there should be a limitation on the carry over of accrued vacation from one year to the next. Chief of Police Foster testified as to the need to limit the amount of total vacation carried over from one year to the next. There is also evidence that other bargaining units within the City have agreed to the one year limitation on accrued vacation carry over. The Union argues that the employees with anniversary dates in a latter part of the year stand to lose their accrued vacation on the basis that such vacation was not taken during the earlier part of the year that they would in effect lose those accrued days of vacation by virtue of the one year 1 imitation of carry over.

The Arbitrator is of the opinion that the City's position has merit and is consistent with labor agreements previously reached with other bargaining units within the City. However, the Arbitrator rejects the City's contention that the cost of the additional day of vacation should be included as part of the six (6) percent wage increase or a part of the total economic package". The additional day of vacation is an additional fringe benefit for the uniformed officers and should not be included as part of the six (6) percent increase in wage compensation.

Arbitrator' s Award:

It will be the order of the Arbitrator that effective January 1, 1982, the vacation schedule shall be improved to reflect one additional vacation day added to the existing vacation schedule and that such benefits shall not be included as

part of the six (6) percent wage increase previously awarded by the Arbitrator. It is the further order of the Arbitrator that the maximum carry over from one calendar year to the next shall be limited to the equivalent of twelve (12) months accumulated leave for the employee, unless the employee is not able to take scheduled vacation due to police department workload.

PHYSICAL FITNESS (ADDENDUM)

Position of Parties:

City Position - The City proposes to maintain the existing Physical Fitness Standards and to update the current agreement to provide for a qualified medical authority, i.e., qualified local physician. The City will continue to offer available facilities for employee physical exercise.

Union Position - Notwithstanding any other provision to the contrary, employee participation in the Physical Fitness Program as set forth within Addendum "A" shall be voluntary.

Arbitrator's Opinion

The parties have agreed by the terms of their contract to establish and maintain a physical fitness program. Article 14.2 of the Labor Agreement provides:

"Physical Fitness. The Employer and the Union agree that satisfactory performance of Police Department duties requires that employees maintain physical fitness, and that meaningful and reasonable standards should be established and achieved in order to assist employees in maintaining the required physical fitness."

The City and the Union are in disagreement as to the methods and standards which are to be applied for purposes of implementing the language set forth in the contract. The evidence before the Arbitrator on this issue is extensive and conflicting.

This provision has been a part of the contract since 1980 and both parties agree that a modification of the standards of physical fitness are required. The Union contends that the

present provision contains the implication that an employee would be subject to discipline for failing to comply with the physical fitness program. Although there has been no evidence of any disciplinary action taken against a uniformed officer for failure to comply with the program, the Union argues that the program should nevertheless be voluntary, rather than mandatory, in nature. The basis for the Union's contention is that the physical fitness standards have not been established as being job related nor realistic. Finally, the Union maintains that none of the comparable cities cited by the Union have required that their physical fitness program be made mandatory in nature (Union Exhibit 44). For these reasons, the Union requests that the Arbitrator modify the current language of the contract by establishing the employee's participation in the physical fitness program be voluntary in nature.

The City in response to the Union's Position contends that the physical fitness program is definitely job related and the current language of the contract should be maintained; and only the physical fitness standards need to be modified. Chief of Police Foster testified as to the importance of the program and the need to retain the current language of the contract. The Chief further recommended that the parties adopt the physical fitness standards established by the Washington State Police Academy as standards which were reasonable in nature and more related to the physical on-the-job requirements of uniformed officers.

On the basis of the evidence submitted on this issue, the Arbitrator finds that the physical fitness program should be included in the contract with the current language being maintained. The Arbitrator further finds that the current physical fitness standards should be modified to be more in line with the physical on-the-job requirements of the uniformed officers. Accordingly, the Arbitrator finds that the City and the Union should adopt those physical fitness standards which are currently utilized by the Washington State Police Academy.

It is the Arbitrator's view that the maintenance of a physical fitness program for uniformed police officers is neither unreasonable nor burdensome for the members of the bargaining unit. To adopt such a program on a voluntary basis would only result in the deterioration of the overall program. The evidence supports a finding that the City has not abused the "mandatory" nature of the provision and in the opinion of the Arbitrator, is unlikely to do so. The continuation of the physical fitness

program benefits not only the individual employee, but ultimately, the citizens of the City of Edmonds as well. The continuation of the physical fitness program should, in the Arbitrator's opinion, remain as an integral part of the labor agreement with a modification of the physical fitness standards which are to be incorporated into the program.

Arbitrator's Award:

It is the order of the Arbitrator that the existing physical fitness program shall be maintained in the contract with an adoption of standards of physical fitness that are consistent with the standards currently utilized by the Washington State Police Academy and further, to modify the current agreement to provide for a qualified medical physician to assist in the administration of the program. On the basis of the inclusion of the physical fitness program in the contract, the City will continue to offer available facilities for employee physical exercise.

UNIFORM ALLOWANCE

ARTICLE XI

Position of the Parties:

City Position - As a part of the total economic package, the City proposes to increase the three hundred thirty dollar (\$330.00) uniform allowance to three hundred sixty dollars (\$360.00) per year.

Union Position - It shall be the Employer's responsibility to provide each employee covered by this Agreement with a clothing allowance for uniform form and equipment as necessary to properly maintain the employee uniform in a presentable manner as required by the department. Effective January 1, 1982, the Employer shall pay an amount equal to three hundred sixty dollars (\$360.00) per year per commissioned officer for maintenance of such uniform and equipment. The employee may select the place for purchase provided color, material, quality and other standards of the Department are maintained.

Arbitrator's Opinion

The City has agreed to increase the uniform allowance from

\$330 per year to \$360 per year. The only issue before the Arbitrator is whether such allowance should be considered as part of the "total economic package" proposed by the City.

The evidence submitted on this issue indicates that the agreed upon increase places the uniformed personnel for the City of Edmonds in a comparable position with employees of other cities of similar size in the Puget Sound area. The issue before the Arbitrator is whether or not this annual allowance for maintenance and replacement of employees' uniform and equipment should come out of the employees' - six (6) percent wage increase. For the reasons previously indicated in this Award, and as determined for other benefits allowed, the Arbitrator is of the opinion that the uniform allowance should not be included as part of the six (6) percent wage increase. Accordingly, the Union's position on the uniform allowance shall be accepted without modification.

Arbitrator's Award:

It shall be the order of the Arbitrator that the City shall increase the uniform allowance from \$330.00 per year to \$360.00 per year and that such increase shall not be considered as part of the City's total economic package. That such increase shall be effective January 1, 1982, and further, that the employees may select the place for purchase provided color, material, quality and other standards of the department are maintained.

AWARD SUMMARY

The Arbitrator has considered all of the evidence and arguments of the parties in connection with the issues submitted for determination and on the basis of said evidence, the Arbitrator makes the following award:

1. Wages: It will be the order of the Arbitrator that the 1982 wage schedule be increased by six (6) percent over the 1981 level, effective January 1, 1982. It will be the further order of the Arbitrator that effective January 1, 1982, the present 1981 salary step plan shall be reduced from sixty-seven (67) months of service to fifty-five (55) months of service.

2. Health and Welfare: It will be the order of the Arbitrator that effective January 1, 1982, the employer shall pay one hundred (100) percent of those premiums necessary to maintain the existing level of benefits for the various insurance plans

for all employees and eight (80) percent of the premiums for the employees' dependents irrespective of whether such employees are classified as LEOFF I or LEOFF II officers.

3. **Vacation Leave:** It will be the order of the Arbitrator that effective January 1, 1982, the vacation schedule shall be improved to reflect one additional vacation day added to the existing vacation schedule and that such benefits shall not be included as part of the six (6) percent wage increase previously awarded by the Arbitrator. It is the further order of the Arbitrator that the maximum carry over from one calendar year to the next shall be limited to be equivalent of twelve (12) months accumulated leave for the employee, unless the employee is not able to take scheduled vacation due to the police department workload.

4. **Physical Fitness:** It is the order of the Arbitrator that the existing physical fitness program shall be maintained in the contract with an adoption of standards of physical fitness that are consistent with the standards currently utilized by the Washington State Police Academy and further, to modify the current agreement to provide for a qualified medical physician to assist in the administration of the program. On the basis of the inclusion of the physical fitness program in the contract, the City will continue to offer available facilities for employee physical exercises.

5. **Uniform Allowance:** It shall be the order of the Arbitrator that the City shall increase the uniform allowance from \$330.00 per year to \$360.00 per year and that such increase shall not be considered as part of the City's total economic package. That such increase shall be effective January 1, 1982, and further, that the employees may select the place for purchase provided color, material, quality and other standards of the department are maintained.

Eric B. Lindauer

**April 15, 1983
Salem, Oregon**