BEFORE THOMAS F. LEVAK,
NEUTRAL AND IMPARTIAL ARBITRATOR

In the Matter of the Interest Arbitration Between:

CITY OF WALLA WALLA, WASHINGTON
THE "CITY"

and

WALLA WALLA POLICE GUILD
THE "GUILD"

FINDINGS OF FACT, DETERMINATION AND AWARD OF THE NEUTRAL AND IMPARTIAL ARBITRATOR

PERC # 6213-I-86-139

I. INTRODUCTION.

This case is an interest arbitration under the terms of RCW 41.56.030(6) and RCW 41.56.450 et. seq.

The City and the Guild are signatory to a written collective bargaining agreement in effect for the period of December 26, 1983 through December 25, 1985 (Jt. Ex. 1; herein, the "Current Agreement" or "Expired Agreement"). Following negotiations and mediation for a new Agreement, the parties remained at impasse and proceeded to binding interest arbitration.

An interest arbitration was held on July 14, 1986 at the offices of the City, Walla Walla, Washington. The City was represented by C. Akin Blitz of the law firm of Spears, Lubersky, Campbell, Bledsoe, Anderson & Young. The Guild was represented by Will Aitchison and Jeff Mapes of the law firm of Aitchison, Imperati, Barnett & Sherwood.

At the commencement of the proceedings, the parties informed the Neutral and Impartial Arbitrator (herein the "Arbitrator") that they jointly waived the statutory provisions concerning the appointment of advocate arbitrators, and that they stipulated and agreed that the Arbitrator was authorized and empowered to hear and resolve their dispute in place of a full Arbitration Panel.

In accordance with the statutory mandate concerning the preservation of a record of the hearing, the proceedings were tape-recorded by a representative of the City. However, it was stipulated and agreed by the parties that their oral and written arguments would be presented to the Arbitrator without benefit of a transcript, and that the Arbitriator was to render his Findings of Fact, Determination and Award on the basis of the oral and written submissions without reference to the tape-recorded record.

At the conclusion of the hearing, the parties stipulated and agreed that post-hearing briefs would be filed with the Arbitrator, post-marked July 29, 1986. Post-hearing briefs were

received by the Arbitrator on July 30, 1986. Based upon the evidence, the arguments of the parties, and an application of the statutory criteria thereto, the Arbitrator hereby renders the following Findings, Determination and Award.

II. BACKGROUND.

The City is located in the southeastern corner of Washington State on Highway 12, approximately 60 miles east of Pasco, Washington, 70 miles north of Pendelton, Oregon and 75 miles west of Lewiston, Idaho. The City has a relatively stable populaltion of approximately 25,600 persons, and serves a predominantly agricultural community. The City also serves 3 relatively small colleges. The City has a 1985 Assessed Value of $457,500,000.00. The City's 1985 budget was $1,614,085.

The City's Police Department employs 30 sworn officers, of whom some 23 sergeants and officers are employed within the bargaining unit covered by the Agreement.

For a number of years, the Guild has served as the exclusive bargaining representative of the Police Department's sergeants and officers; and since that time, the parties have been signatory to a continuous succession of written collective bargaining agreements, culminating in the Current Agreement.

III. EXHIBITS.

City Exhibits.

A. Current Labor Agreement
B-1. Fiscal Impact of Wage Increase
B-2. Employee Distribution
B-3. Employee Length of Service
B-4. Employee Compensation
C. Summary of Parties' Management Rights Contentions
D. Summary of Parties' Maintenance of Membership Contentions
E-1. Comparator Standby Clauses
E-2. Comparator Call-back Clauses
E-3. Comparator Court Time Clauses
F. Summary of Sick Leave Contentions
F-1. Sick Leave Balances
G. Summary of Safety and Health Committee Contentions
H. Summary of Longevity and Educational Incentive Contentions
H-1. Comparator Education Incentive Plans
H-2. Cost Impact of Education Incentive
H-3. Employees With Acquired Degrees
H-4. Comparator Contract Clauses
I. Summary of Hazardous Duty Pay Contentions
J. Summary of Reserves Contentions
J-1. Comparator Reserve Restrictions
J-2. Comparator Policies on Use of Reserves
K. City Argument on Selection of Comparators

K-1. Home Address of Employees Hired
K-2. Employees Terminated and Reason for Termination
K-3. Personnel Profile of Comparator Police Departments
L. Summary of City's Contentions Regarding Interest and Welfare of the Public
L-1. Population
L-2. Sales Tax Option and Revenues for Comparators
L-3. Local Sales Tax Option Defeat
L-4. City Property Tax Rate/$1,000
L-5. Police Agency Composition Comparison and Officers Per Capita
L-6. BNA Daily Labor Report
L-7. Oregonian Regional Economy
M. Summary of City Contentions Concerning the Appropriate Wage Adjustment
M-1. 1986 Wage Increases in Comparator Cities
M-2. Top Step Wage Comparison, 1983-1985 for Police Officers
M-3. Top Step Wage Comparison, 1983-1985 for Firefighters
N-1. CPI - WWPG Comparison
N-2. Upward Bias of CPI as a Measure of Inflation
O-1. Time-Off Comparison, Total Time Off
O-2. Time-Off Comparison, Vacation
O-3. Time-Off Comparison, Holiday
P. Guild Data Base Comparison
Q. Factfinding Between the City of Ontario, Oregon and the Ontario Police Officers' Association, Factfinder Hugh G. Lovell, October 24, 1985
R. Interest Arbitration Between Eugene Police Employees' Association and the City of Eugene, Arbitrator Carlton Snow, June 28, 1985
S. Regional Map
S-1. Highlighted Highway Map of the City's Comparables, Guild's Comparables and Guild's Washington Comparables

Guild Exhibits.

1. Current Agreement
2. Guild Proposal on Management Rights
3. Guild Proposal on Union Security
4. Guild Proposal on Hours of Work
5. Guild Proposal on Sick Leave
6. Guild Proposal on Safety and Health Committee
7. Guild Proposal on Salaries
8. Guild Proposal on Longevity and Incentive Premium
9. Guild Proposal on Hazardous Duty Pay
10. Guild Proposal on Reserves
11. City Proposal Dated September 10, 1985
12. City Proposal Dated October 9, 1985

Packet B: Materials Relating to the Selection of True Comparable Jurisdictions by Utilization of Demographic Data
Packet C: Wage and Benefit Data from the City's True Comparable Jurisdictions
Packet D: Wage and Benefit Data from Non-Puget Sound, Washington Cities

Packet E: Cost of Living Analysis and Application to the City
Packet F: Workload Analysis of the City's Police Department and 1985 Department Annual Report
Packet G: The Relationship of Education to Performance as a Law Enforcement Officer
Packet H: Comparison Tables on Various Outstanding Issues
Guild Supplemental Exhibit Packet 1: Information on Cities Which the City May Proffer as Comparable
Guild Supplemental Exhibit Packet 2: Demographic Analysis on the City's Proffered Comparables

IV. COPIES OF INTEREST ARBITRATIONS PROVIDED THE ARBITRATOR WITH THE PARTIES' POST-HEARING BRIEFS ON COMPARABILITY.

A. Awards Provided the Arbitrator by the Guild.

1. City of Renton, Washington and Renton Police Officers' Guild, Carlton Snow, June 1978.

2. City of Kent, Washington and Kent Police Officers' Guild, Charles LaCugna, October 6, 1980.

3. City of Everett, Washington and Everett Police Officers' Association, John H. Abernathy, February 11, 1981.

4. City of Seattle, Washington and Seattle Police Management Association, Michael H. Beck, September 11, 1983.

5. City of Olympia, Washington and Olympia Police Guild, Michael E. deGrasse, July 5, 1984.

6. City of Portland, Oregon and Portland Police Association, Thomas F. Levak, February 18, 1985.

7. King County, Washington and Public Safety Employees Local 519, S.E.I.U., William H. Dorsey, May 13, 1985.

B. Awards Provided the Arbitrator by the City.

1. City of Kennewick, Washington and Kennewick Police Officers' Benefit Association, Charles S. LaCugna, February 27, 1985.

2. City of Edmonds, Washington and Teamsters Local 763, Eric B. Lindauer, April 15, 1983.

3. City of Bellevue, Washington and Bellevue Firefighters Association, Howard S. Block, June 30, 1982.

4. City of Pullman, Washington and Teamsters Local 551, Zane Lumbley, June 4, 1981.

5. City of Seattle, Washington and Seattle Police Officers' Guild, Phillip Kienast, February 24, 1984.

6. City of Clarkston, Washington and International Association of Firefighters, Timothy Williams, May 3, 1982.

7. City of Bothell, Washington and International Association of Firefighters, Michael H. Beck, July 14, 1983.

8. City of Kent, Washington and Kent Police Officers' Guild, Charles LaCugna, October 6, 1980.

9. King County Fire Protection District #39 and International Association of Firefighters, Thomas F. Levak, July 24, 1983.

10. Kenny, Compensating Differentials in Teachers' Salaries (1980).

11. Demographic Analysis on Cities Proffered Comparables with Annotations.

12. City of Puyallup, Washington and International Association of Firefighters, R. A. Sutermeister, September 18, 1980.

13. Extract from the City of Eugene, Oregon's Post-hearing Brief in the Case of City of Eugene and Eugene Police Employees' Association.

V. WITNESSES.

Guild Witnesses.

Randy Sandvig, City Police Officer and Guild President

City Witnesses.

Tom Steele, Assistant City Manager

VI. THE ISSUES.

Issue No. 1: Article 24, Salaries.
Issue No. 2: Article 25, Longevity and Incentive Premium.
Issue No. 3: Article 15, Sick Leave.
Issue No. 4: Article 19, Safety and Health Committee.
Issue No. 5: Article 3, Management Rights.
Issue No. 6: Article 4, Union Security.
Issue No. 7: New Article, Reserves.

VII. ISSUE NO 1: SALARIES, ARTICLE 24.

Salaries in effect under the Current Agreement are as follows:

CLASSIFICATION	RANGE	A -6Mo.	B -1Yr.	C -1Yr.	D -1Yr.	E -1Yr.	F

PATROLMAN	100	1612	1693	1778	1867	1960	2058
SERGEANT	114	1855	1948	2045	2147	2254	2367

At the time of the arbitration hearing, two patrol officers were at the $1,778 level, five were at the $1,867 level and thirteen were at the $2,058 level. One sergeant was at the $1,855 level; one was at the $1,948 level and three were at the $2,367 level.

Both parties propose a two-year agreement.

The Guild proposes a 12% across-the-board wage increase effective January 1, 1986, and a second across-the-board 12% wage increase effective January 1, 1987.

The City proposes a 2.4% across-the-board increase for 1985-86, including the cost of any fringe benefit increases, and a second-year wage adjustment equal to 80% of the June 1985 to June 1986 Seattle CPI-W, effective January 1, 1987.

The parties stipulate that each 1% increase for 1985-86 equals a cost to the City of approximately $7,592.

Guild Contentions at the Arbitration Hearing.

The Guild presented some one hundred thirty-five pages of basic materials in support of its wage proposal and an additional ten pages of supplemental materials. The following is a summary of the Guild's argument at the arbitration hearing.

Interest arbitrators have established that the term "West Coast" means the states of Washington, Oregon and California, and that the term "size" does not mean just population, but refers to relevant demographics. Interest arbitrators have also established that because the statute only covers cities of a population of 15,000, comparisons to cities of less than 15,000 are inappropriate.

The appropriate method of determining relevant demographics is to utilize a "cut off analysis," a system that has been recognized as valid by every arbitrator who has considered the system in Washington State police interest arbitrations. The Guild "asked the computer" to consider all cities in the three-state jurisdictional area of 15,000 to 50,000 population, a total list of over two hundred forty cities. The following demographics were identified as relevant: (1) number of officers, (2) 1983 census, (3) the crime index, (4) the crime index per capita, (5) number of officers per 1,000, (6) the crime index per officer, (7) per capita income, (8) the assessed valuation, (9) the assessed valuation per capita and (10) percentage of population below the poverty level. The computer was then asked to eliminate all cities that showed a cut off in any one of the ten demographic factors of 50% greater than the City of Walla Walla or 50% lower than the City. The cities that met all of the demographic factors for comparative purposes

are as follows:

Three Washington Cities:
Aberdeen, Pasco, Wenatchee

Two Oregon Cities:
Albany, Klamath Falls

Eleven California Cities:
Colton, Eureka, Hanford, Lompoc, Manteca, Montclair, Porterville, Seaside, Turlock, Watsonville, Yuba City

All of the resultant cities are "stand alone" rural cities. The Guild has compared the City's top step wage to the top step wages paid in each of the comparators, with an adjustment made for pension pick-up, since pension pick-up is not authorized under Washington law. The City's top step adjusted wage is $2,058. The average top step adjusted wage of the comparators is $2,292. Accordingly, an 11.39% increase is necessary to "catch up" to the average of the comparators. It is noted that while four of the cities have not settled their wages for 1986, the average California 1986 settlement is 5% and the average Washington settlement is 3.9%. Not enough Oregon jurisdictions have settled in 1986 to compile an average, however Portland was 5% and Eugene and Salem were both 10%.

Should the Arbitrator consider Washington as an overall labor market under the criteria of "other factors traditionally considered by arbitrators," the Guild's study demonstrates that among the twenty-three cities within the State of Washington of populations of 15,000 to 50,000, Walla Walla ranks 22nd. The average salary among those cities is $2,475, while the City's top step salary is $2,058. Accordingly, under that comparative analysis of 20.29% would be appropriate.

However, the Guild does not propose that it would be appropriate to consider Puget Sound cities in a Washington labor market comparative analysis test. When the twelve non-Puget Sound jurisdictions of 15,000 to 50,000 population in the State are considered, the City would still require a 14.25% increase to catch up with the average wage of $2,351 for those cities. It should be noted by the Arbitrator that the most comparable cities on the list because of geographical proximity are Kennewick, Richland and Pasco, while Bremerton should be eliminated as a Navy town anomaly and Pullman should be eliminated because it is essentially a college town.

Regarding the factor of cost of living, the CPI-W is the most appropriate. On a December-to-December basis the cost of living rose 3% since 1984. A time lag analysis adds 1.89% to that cost of living factor. Projections from the Oregon and Washington's governors' offices indicate that this CPI in those states will rise 3.8% in 1986 and 4.5% in 1987.

As one of the "other factors," the Arbitrator should also

consider the workload of City officers. Part I crimes cleared has almost tripled since 1981. There has been a 10% increase in the number of calls for service since 1980. The number of traffic citations has increased 12% since 1981. The number of adult arrests has increased 46% since 1980. The population has risen 8% since 1980, while the bargaining unit has decreased by one officer. The crime rate has gone down over 5% since 1980. Overall, our graphs demonstrate that crimes and arrests cleared have increased over the past five years, the number of crimes have decreased, demonstrating a high level of workload by City officers.

The Arbitrator should also consider the 1985 annual report from Chief of Police Chuck Fulton to City Manager Ed Ivey. That report indicates that Walla Walla is one of the nation's top five departments, but that while Washington cities with population bases of 25,000 to 50,000 spend an average of $99 per part 1 offense, the City has maintained an average expenditure of only $37.45. The Chief's report also demonstrates that among Washington cities of 25,000 to 50,000, the City is 3rd from the bottom in officers per 1,000 population and is at the bottom in cost per capita; however, the City is above the average in serious crimes. The key to the Chief's report is that the reason the City's costs are so low is because of the low wages paid its officers.

Regarding the City's case, the City ignores arbitration decisions of the past three years and also ignores the fact that under the Oregon cases it cites, the statute is different than the Washington statute. Also, numerous factual errors exist in the City's case.

The City uses Oregon and Idaho assessed valuations for 1984 in comparison to Washington 1985 figures. Some of the figures are too low: Kennewick by $30 million and Richland by $40 million. Lewiston and Coeur d'Alene are 50% less than the figures used by the City.

Regarding the City's comparables, the City is 30% larger than the average population of those comparables, has 20% more police officers, has twice the amount of crime and 75% of the crime-per-officer. What the City has done is produce a non-comparable set of cities. The fact that the City's arbitration list utilizes only two cities cited by the Chief of Police suggests "results orientation."

The City's analysis fails to utilize all of the Oregon wage adjustments available on July 1, 1986 and also ignores the Oregon PERS 6% pick-up. Further, by not including Richland as artificially unsettled, the City changes the average.

Historically, over the years the Guild has accepted the City's representations that if the Guild would wait, the City would catch up to comparable jurisdictions. Last year the City had $570,000 over its projected year-end figure yet failed to

honor its catch-up promise. The City has made no inability to pay argument, so now is the time to catch up.

The City's assertion that internal parity is relevant should be rejected. Arbitrators do not accept the concept that wages paid other employees within a city is relevant to an interest wage determination.

Regarding the City's Davis Bacon Act figures, it would be more relevant to cite the hourly rate presently paid than percentage increases.

The City's CPI figures are four months old. Further, the City's argument that the CPI should be discounted has been uniformly rejected by interest arbitrators.

Finally, all funds in the City are at 6% this year. But the City has threatened a RIF for any increase over 2.4%. The Guild is willing to accept such action.

City Contentions at the Arbitration Hearing.

The City's list of comparators is based upon the common labor market of Washington cities located east of the Cascades and within a reasonable distance of Walla Walla having a population of plus or minus 15,000 to the City's population (10,000 - 40,000 population). Interest arbitrators have held such a method to be more valid than the arbitrary cut-off method chosen by the Guild.

Concerning the factor of interest and welfare of the public, the City has not raised an inability to pay; what the Guild has perceived as an unwillingness to pay is the City's concern that public employees not be paid a wage in excess of the local labor market. The following jurisdictions are within the City's labor market:

Oregon
Pendleton, La Grande, The Dalles, Ontario

Washington
Kennewick, Pasco, Richland, Pullman, Moses Lake, Ellensburg, Wenatchee

Idaho
Lewiston, Coeur d'Alene

The local economy and revenues available to fund police wages are not without limitation. Among the comparators, Walla Walla has the second lowest assessed value per capita. The City's municipal revenue stream is further limited by its inability to receive the optional .5% sales tax receipts. The City's per capita sales tax revenues exceed only Pullman and Richland among the comparators. The City's ratio of police to other expenditures exceeds the average of comparators and exceeds

that of nine of the set of twelve. The City's property tax rate per 1,000 assessed value exceeds that of six of the twelve comparators. On a percentage basis, the City devotes a greater share of its available funds to police than most comparators.

A primary purpose of government is not to pay wages and benefits to public employees, and the public interest is not served by altering the ratio of existing services in order to pay increased wages. Any salary in excess of 2.4% cannot be funded from the police budget for the year 1986, and will necessitate reductions in police service.

Public sector wage increases should bear a reasonable relation to the local economy, the CPI and private sector wages, and the wage needed to attract and retain police officers. Police wages have been adequate to retain police officers. The Department has exceptionally low turnover and high retention.

Police wages have kept pace with the CPI since 1981. Even with a wage freeze for 1986, the Guild would still lead Seattle and Portland CPI adjustments for the period. The City agrees that the CPI-W is the appropriate index, however the Arbitrator should consider the upward bias in the CPI in reaching his decision. The Arbitrator should also consider the fact that historically the City has utilized only 80% of the Seattle CPI to set wage increases within City bargaining units. A second year wage adjustment should be equal to 80% of the Seattle CPI to discount the upward bias of medical coverage and the cost of homes.

City exhibits reflect that Oregon and Washington comparators received wage adjustments for 1986 which average 4% to 4.8%. However, more importantly, and the focal point of arbitral consideration in this case, the City has led the average of its comparators by 9.5% in 1985, 9.6% in 1984 and 8.4% in 1983. The Arbitrator should preserve the existing differential on the basis that the Guild cannot demonstrate that the traditional wage relationships between these comparators should not be preserved. In other words, the City has maintained a consistent relationship between its wage level and the average of the comparators, and that relationship should be preserved.

If the historic relationship among comparators is maintained, the City wages should be increased by 3.3% based upon the all-comparator average. Such was the approach utilized by arbitrator Snow in the Eugene 1985 interest arbitration.

Further, utilizing the 100-mile computing distance utilized by arbitrator Snow, the City has led the average of comparators by 5.9% in 1983, 7.5% in 1984 and 6.8% in 1985. The point is that City police are now paid a local labor market wage.

Considering the private sector, City exhibits reflect that the Guild has done better than Davis Bacon wage adjustments within the construction trades in the region. Similarly, the

increase in the City's private sector wages from 1982 to 1986 is 14.6%, while the police received 17.4% during the same period.

Concerning internal parity, non-represented employees received a 2.4% increase and AFSCME accepted 2.4% in the form of fringe benefits.

Assistant City Manager Tom Steele noted that the Police Department allocation equals 26% of the total City budget and that personnel costs within the Police Department equal 80% of the 26%. He further noted that the total appropriation as against police appropriations increased to $1 of every $3.85.

Steele further noted that while the City has received $300,000 to $400,000 in federal revenue sharing each year, the last payment is due this quarter, and no additional funds have been approved.

In the City's response to the Guild's presentation, the City noted that the Police Chief's report to the City Council is not a formal report but merely a submission to the City Manager. The report has not been adopted by the Council and basically is no more than a self-serving type of report.

Police officers should not be paid based on the number of citations issued or cases closed. They are expected to work hard and do a good job.

The ending balance on the budget decreased about $90,000. The contingency fund was $165,000, but $133,000 of that amount has already been used for insurance. In addition, the balance has been allocated to other needs.

The Guild's Post-Hearing Argument on Comparability.

In a post-hearing brief limited to the question of comparability, the Guild submitted the following argument.

The City took two approaches to the question of comparability. Its first comparator list was composed of cities within a population range of 10,000 to 40,000; its second list was composed of similarly populated cities east of the Cascades and "within a distance of the City," at least one of which is located 190 miles from the City. The City also identified a second set of comparable jurisdictions which consisted of cities within the first two sets which were located within 100 miles of the City.

The Guild's methodology was to utilize demographics to locate like employers of similar size on the West Coast. Each of the demographic criteria mentioned at the hearing were utilized. For the information of the Arbitrator, the Guild also offered the second set of cities within the State of Washington, not as "comparable" jurisdictions, but simply to apprise the Arbitrator of the wages and benefits provided by jurisdictions in non-urban

cities in Washington.

The term "West Coast" has been defined in a number of cases as the coastal states of Washington, Oregon, California and Alaska. See, e.g., Everett, Abernathy, 1981. Only where the parties have, through stipulation, defined West Coast in a different fashion has the result been any different. See, Kent, LaCugna, 1980; Renton, Snow, 1978.

The requirement that a potential jurisdiction lie on the eastside of the Cascades conflicts with the statute's requirement that an arbitrator consider West Coast jurisdictions. Further, many cities east of the Cascades within the State of Washington are comparable to the City.

The City's criteria of utilizing cities under 15,000 conflicts with the 15,000 population threshold established by the statute. See, Tukwila, Teather, 1983. Further, five of the thirteen cities proffered as comparable by the City have populations which are less than 50% of the City's population: Ellensburg, La Grande, Moses Lake, Ontario and The Dalles. Only one of the cities, Pullman, has a population that is even within 10% of the City's. Arbitrator Michael Beck has rejected such an approach. Seattle, Beck, 1983.

The City's proximity argument must fail, if for no other reason than it has picked the City of Coeur d'Alene, Idaho, which is a full 190 miles from the City and has no economic relationship with the City, and is not even on the West Coast of the United States.

The Guild's supplemental exhibit no. 2 demonstrates that the City's comparable jurisdictions have a greater than 50% divergence from the City in many of its demographic categories which are relevant to a proper determination of comparability. One of the City's proposed comparators, Ontario, has a population so low that the FBI does not even tally crime statistics with the City's. Two of the City's proposed comparators, La Grande and Pullman, have crime index figures that do not even reach to 25% of the City's. Five of the City's proposed comparators, Ellensburg, Moses Lake, Pendleton, Richland, and The Dalles have crime index figures which do not reach to 50% of the City's.

The Guild imposed no artificial geographical limitations on the locations of cities which could be potentially considered as comparable to the City, and the Guild engaged in extensive use of demographic characteristics. The City attempted to claim that the Guild's use of demographic characteristics was either inappropriate or had been disapproved by arbitrators in the past. Nothing could be further from the truth. See, Renton , Snow, 1978; Everett, Abernathy, 1981; King County, Dorsey, 1985; Olympia, deGrasse, 1984. All of the demographics utilized by the Guild bear a direct relationship to the job of a police officer. See, Renton, Snow, 1983.

The City's criticism of the Guild's methodology based upon the lack of comparative cost of living data should be rejected. In the first place, the City did not produce any evidence on the comparative cost of living among its own comparable jurisdictions. Second, interest arbitrators have held that there is no available means of measuring relative costs of living. See, King County, Dorsey, 1985 and Seattle, Krebs, 1984. In any event, the party objecting to potential comparators on the basis of cost of living has the burden of showing that the comparative costs of living are greatly disparate. See, Renton, Snow, 1978. The City has failed to sustain its burden in this case.

The Guild is not claiming that its method for determining comparable jurisdictions is the only appropriate method for doing so. However, its method is rational, specifically relates to the PECBR and is in accordance with decisions of interest arbitrators. The City's approach meets none of those criteria.

The City's Post-Hearing Argument on Comparability.

The Guild's assertion that arbitrators have uniformly looked to the states of California, Oregon and Washington is incorrect; and arbitrators have not consistently adopted the Guild cut-off methodology. See, Kennewick, LaCugna, 1985.

Arbitrator Block has written the definitive interpretation of the Washington statute. See,Bellelvue, Block, 1982, in which he determined that the legislature intended a flexible application of the statutory criteria. Block also noted that for the rural Washington city of Yakima, a separate and distinct basis of comparison is indicated.

The Guild's reliance on Renton, Snow, 1983 and Olympia, deGrasse, 1984 is misplaced. In the Renton case, Snow utilized local labor market factors. Further, the Guild neglects to point out that in an later City of Eugene case, Snow by implication reversed his own Renton decision. In the Olympia case, deGrasse specifically acknowledged that the local labor market could properly affect the comparability analysis. The fact is that the Renton and Olympia cases do not express the well-established precedent that the Guild claims. Both those cases, as well as all cases in which the Guild methodology developed by Dr. Richard O. Zerbe is used, involved the "hub" theory, a theory which is not a part of the Guild model in this case.

Interest arbitrators have consistently recognized the significance of the local labor market. See, Portland, Levak, 1985; Eugene, Snow, 1985; and Kennewick, LaCugna, 1985 and Bellevue, Block, 1982.

The extract from the City of Eugene post-hearing brief demonstrates that Oregon arbitrators have followed the same methodology as Washington arbitrators.

The approach of Washington arbitrators is demonstrated in

Pullman, Lumbley, 1981, wherein the arbitrator recognized the tendency of arbitrators to attach greater weight to comparability evidence from Washington cities and found that doing so was reasonable based upon differences from cities outside Washington.

Similarly, in Seattle, Keinast, 1984, the arbitrator determined that the most important "other factor" to consider is the labor market conditions in the Seattle area, both in the public and private sectors. He noted that Seattle cities are more similarly situated than other West Coast cities, that they operate under the Washington statute and are in the same living areas and labor market.

In Clarkston, Williams, 1982, the arbitration panel established a set of comparable cities, which included Washington and Oregon cities east of the Cascades, as well as geographically proximate Idaho cities since they constituted the immediate neighbors to Clarkston and also to comprise the marketplace within which Clarkston city employees purchased their goods and services.

In Bothell, Beck, 1983, the arbitrator utilized only the local labor market of comparable fire districts within the Puget Sound area, and held that it was unnecessary to look outside of that labor market to find comparable jurisdictions on the West Coast.

The Guild's methodology is unreliable and its comparators should be disregarded. Zerbe's cut-off criteria have been discredited by several arbitrators. See, e.g., Eugene, Snow. Further, the Guild's methodology ignores cost of living differences among out-of-state jurisdictions and is critically flawed by the Guild's repudiation of Professor Zerbe's hub theory.

There is no rational basis for using number of officers, crime index, officers per 1,000, or other demographic factors as factors which are determinative of comparability. These are indicative of the degree to which a particular city is more or less comparable, but this is much different from factors which are appropriate in the selection of a particular city from the rest.

The Guild's methodology presumes that the selected variables give a true picture of like employers of similar size from Vancouver, British Columbia to San Diego, but nothing could be fruther from the truth. The criteria do not reflect the number of critical factors such as the overall service system, the total revenue streams, the quality of life, the policing environment, the population density, the geographic areas served, population patterns within the jurisdiction, and local economic trends.

The California communities and most of the Washington communities selected by the Guild are not comparable to the City for one or more of the following reasons: (1) proximity to a

large metropolitan area, (2) local cost of living and particularly the cost of housing and land, (3) local economic conditions, (4) variance of working conditions of police officers, (5) differences in lifestyle and quality of life, (6) distance from residence to central business district, (7) differences in commuting patterns, (8) cost of access to commercial areas for shopping, (9) the relative wealth of the communities, (10) structure of the unit of government, (11) municipal budget, (12) the compensation structure, including benefit programs.

Further, the Guild's data is not current. The City obtained its demographic data directly from each of the cities and did not rely on outdated data. The City's data was verified before and after the arbitration proceedings by telephonic survey.

The Guild ignores the local economy of the Walla Walla region. For example, the Tri-Cities areas is closely linked to the City and has suffered a major economic reversal as a result of the cancellation of two WPSS power plants. The City is dependent upon agriculture. The Arbitrator can take notice of the fact that agriculture is an American industry in extremis.

The Guild's population data is not reasonably current since it utilizes 1983 census data as its criterium.

The Guild's methodology and the theories it incorporates have been rejected and are not worthy of reliance. See, e.g., Kennewick, LaCugna, 1985. Dr. Zerbe's methods also conflict with those of Dr. Knowles, cited in King County, Levak, 1983.

It is also noteworthy that in Kent, LaCugna, 1980, Zerbe acted as a Guild advocate, but that in that case he espoused the local labor market theory asserted by the City in this case and recognized by Knowles in the King County case. Zerbe's approach for the Guild is certainly diametrically opposed to the way his cut-off approach has been asserted by the Guild in the instant case.

The Arbitrator should consider the cities east of the Cascades as the most comparable. Several cases speak to the east/west of the Cascades argument. See, Tukwila, Levak, 1985; Puyallup, Sutermeister, 1980; Pullman, Lumbley, 1981.

Western Washington and California cities selected by the Guild should be rejected because of their close proximity to metropolitan areas. Cities close to Long Beach, Sacramento, Santa Barbara, Seattle and other such cities have nothing in common with the cost of living or labor market in the Walla Walla region.

The Arbitrator should adopt the City's over-time approach to comparability. See, Olympia, deGrasse. The converse is that no compelling rationale exists for a catch up. The Guild has produced no evidence from which the Arbitrator can discern that

California and Western Washington cities have not always led the City with a higher wage and by a differential that has remained constant over time.

The wage adjustment should be based on top step wages, not an adjusted wage. A number of Washington jurisdictions do not pick up an employee's share of retirement. Beyond that, the City notes that retirement pick-up is not an issue before the Arbitrator, and should not therefore be considered under the mandate of WAC 391-55-220.

The City's wage proposal should be adopted by the Arbitrator. Its proposal is fair, consistent with adjustments in the local market and also within the private market. The City pays a local labor market wage. CPI data substantiates the reasonableness of the City's approach. The City's wage is adequate to attract and retain police officers. It is not in the public interest to award the double-digit increase claimed by the Guild. The City exists for the service and benefit of its residents and not for the benefit of its employees. Gresham, Clark, 1984.

The Arbitrator's Summary of General Approaches Taken by Interest Arbitrators on the Subject of Comparability.

The Arbitrator has analyzed those interest arbitration awards provided him by the parties, as listed above. The Arbitrator has not conducted independent research on other interest arbitration decisions cited by the parties, but not actually provided him. The following are general "headnote" type summaries of principles, findings or observations made by interest arbitrations in those awards. The Arbitrator has not attempted to summarize every aspect of those cases, nor do these summaries purport to speak for the arbitrators cited.

1. Renton, Snow, 1978. (Cited by the Guild.)

This is a police case. Snow stated that the Washington statute requires a comparison based on size with comparable West Coast jurisdictions, and that the statute does not restrict out-of-state comparisons to larger cities such as Seattle. He held that a party who objects to California jurisdictions on the ground that the cost of living is higher in those jurisdictions, or on the ground that the labor market is different in those areas, must come forward with evidence to establish those assertions. Snow utilized the following demographics to establish comparability: (a) actual daytime populations served; (b) the City's status as a "hub" city to Seattle; (c) the size of the police force; and (d) the size of the Police Department budget. Snow ultimately found the following jurisdictions to be comparable to Renton: (a) four Washington cities agreed as comparable by the parties; (b) four California cities cited by the Guild. He utilized no Oregon cities, since no Oregon "hub" cities were cited by either party.

2. Kent, LaCugna, 1980. (Cited by the Guild and by the City.)

This is a police case. LaCugna found that the statute provides for West Coast cities, so any study that eliminates California and Oregon violates the statute. He noted that proximity does not equal comparability, but proximity could not be dismissed by him because police officers in the Renton-Kent-Auburn corridor live together. He held that an award must reflect the bargaining strength of the parties, and that the effect of a very high wage increase on a city cannot be dismissed. He found that a serious defect existed in the Guild's case because it failed to utilize California and Oregon cities and it excluded cities in the Olympic Peninsula. He felt that the Guild's elimination of Bremerton as a maritime city was arbitrary. LaCugna ultimately utilized the City's list of comparables which was made up of eleven Washington cities, nine Oregon cities and nine California cities.

3. Everett, Abernathy, 1981. (Cited by the Guild.)

This is a police case. Abernathy concluded that the Washington statute means the states of Oregon, Washington, California and Alaska. Abernathy adopted the city's approach, which was to utilize five Washington and three Oregon cities of plus or minus 20,000 within the population of Everett, together with six California cities plus or minus 5,000 of Everett's population and within 30% of Everett's assessed property evaluation.

4. Seattle, Beck, 1983. (Cited by the Guild.)

This is a police case decided September 11, 1983. Both sides offered Oregon, Washington and California cities, with the Guild also offering Anchorage. Beck selected the five closest in population to Seattle, two greater and three lower. Seattle was the only Washington city cited by the other side, so the area labor market was not an issue. The cut-off point was a jump from 36% to 77% greater population and 46% to 80% lesser population. Comparables and the CPI were the major factors utilized by Beck in establishing the new salary rate. The parties agreed that "size" equalled "population."

5. Bothell, Beck, 1983. (Cited by the City.)

This is a fire district case decided July 14, 1983, two months before Beck decided his Seattle police case. Beck first noted that Bothell was unique in that the city had a population of 7,500, but contracted out to a population of over 25,000, so was comparable to many county fire districts. Beck utilized the common labor market theory, noting that because he was not dealing with a major city, such as Seattle, there was need to look to communities located far from the city in the states of Oregon and California. Beck utilized as comparable seven fire districts serving a population of 25,000 persons within King and

Snohomish Counties. Beck applied only the factor of comparability to give a substantial wage increase in 1983, and only the CPI, with a high floor, to give no raise in 1984. Comparing the Seattle and Bothell cases, Beck appears to be saying that absent the stipulation of the parties, with other than major metropolitan cities the local labor market is the primary factor to consider.

6. Olympia, deGrasse, 1984. (Cited by the Guild.)

This is a police case. The City proposed both cities and counties as comparable, while the Guild proposed only cities. The arbitrator utilized cities, stating that counties are not "like" cities even under the recent statute amendment. deGrasse rejected the "hub" test. The City proposed as comparators three Washington, three Oregon and four California employers, utilizing the demographic criteria of population, assessed valuation, assessed valuation per capita and number of officers employed. The Guild proposed eight demographic criteria which the arbitrator felt were similar to the four utilized by the City. The arbitrator selected the City's four criteria. The arbitrator accepted the Guild's contention that population trends was a valid factor. The arbitrator ultimately used the Guild's factors, except for the hub test, and found that four Washington, one Oregon and eleven California cities were comparable to Olympia, noting that there was no statutory warrant for excluding California cities simply because they were in the State of California.

7. King County, Dorsey, 1985. (Cited by the Guild.)

This is a police case. Each side proposed three California counties, all different. Neither side proposed any Oregon, Washington or Alaska counties. Dorsey found that the most appropriate method was to select comparables on the West Coast using demographic characteristics. Using demographic characteristics he picked four counties, two from each list of three proposed by the parties. Dorsey specifically noted that it was not appropriate for him to select any other jurisdictions not proposed and stipulated to by the parties. Dorsey also accepted the Guild's argument that cost-of-living adjustment tests are flawed and not to be used. Dorsey considered the effect of pension pick-ups and rejected the use of total pension costs. He also considered CPI increases. As an "other factor," Dorsey also considered the latest pay increase paid to police officers employed by the City of Seattle.

8. Puyallup, Sutermeister, 1980. (Cited by the City.)

This is a fire case. During negotiations, the city utilized a list of twenty-four of the largest cities in Washington. At the arbitration hearing, the city proposed a different list comprised of all cities in the states of Washington, Oregon and California with a population of 10-30,000. The union proposed those Washington cities west of the Cascades on the city's first

proposed list. The arbitrator selected fifteen Western Washington cities from the lists submitted by the parties at arbitration. The arbitrator did not expressly explain his rationale for selection. The arbitrator based his wages increase on a finding that the city's offer was reasonable when the comparators were considered.

9. Pullman, Lumbley, 1981. (Cited by the City.)

This is a police case. The arbitrator stated that as a general rule, size equals population, although other factors properly may be considered. He noted that the West Coast generally meant Washington, Oregon and California with a "tendency" to give greater weight to Washington jurisdictions. The city proposed nine Washington, three Idaho, fifteen Oregon and twelve California cities; the guild proposed only nine Washington cities. The arbitrator selected eighteen cities from Oregon, Washington and California. He also selected Moscow, Idaho under the "other factors" criteria based upon close proximity. The arbitrator rejected cities that were within 50 miles of a major population center. Cities selected by the arbitrator in the State of Washington ranged form one-half the city's size to twice the city's size. Cities selected by the arbitrator from outside the State of Washington ranged from plus or minus 10% of the city's population, to take into consideration different constitutional and statutory authorities in outside states. So the arbitrator ultimately utilized nine Washington, three California, five Oregon and one Idaho cities. The arbitrator considered that the city was one of the poorest in the State and also considered the CPI. The arbitrator finally decided that even though the city was poor, it had an obligation under the comparability factor to find the money, and awarded a 13% wage increase based upon comparability and the CPI.

10. Bellevue, Block, 1982. (Cited by the City.)

This is a fire case. The arbitrator stated that "size" does not just mean population, but must be construed flexibly. He cited the Bernstein article for the principle that the local labor market is the primary consideration of an interest arbitrator, but he stated that to implement the statutory mandate, a comparison must also be made to other West Coast cities outside the local labor market. However, he stated that local labor market cities are entitled to "much more weight." He also stated that intra-city wage comparisons are entitled to "significant weight." However, finally Block did not utilize West Coast cities outside Washington at all and only utilized the local labor market, noting that while he evaluated and weighed West Coast cities' data, he found that the most relevant and persuasive data to be on the Puget Sound cities, so he utilized only Puget Sound cities as comparators.

11. Clarkston, Williams, 1982. (Cited by the City.)

This is a fire case. The arbitrator first noted the West

Coast standard, however he actually utilized only three Oregon and three Washington cities east of the mountains of comparable size, stating that the mountains provided a physical boundary and a socio-political boundary. He also considered two Idaho cities because they were the city's immediate neighbors and because they comprised the marketplace in which city employees shop. The arbitrator also considered the CPI. The arbitrator rejected intra-city wage comparisons, stating that the Washington statute does not establish such comparison as a "critical variable." The arbitrator awarded a 9% increase which placed the city 3rd from the bottom on the comparator list.

12. Edmonds, Lindauer, 1983. (Cited by the City.)

This is a police case. The city proposed Washington, Oregon and California jurisdictions, while the union proposed only Washington, and particularly Washington jurisdictions within the Puget Sound area. The arbitrator stated that the "traditional approach" is to first consider similar size cities within geogrphical proximity to a city, next to consider similar size cities throughout the State of Washington, and only next to consider similar size cities in Oregon and California. He stated that the concept is based upon the rationale that most employees measure their income against other employees within the employees' geographical area. He cited the Block and Bellevue interest arbitration cases, as well as the Bernstein article. The arbitrator utilized as comparators four cities that both sides agreed were comparable and other Puget Sound cities. The arbitrator also considered intra-city wages.

13. Seattle, Kienast, 1981. (Cited by the City.)

This is a police case. The city proposed one Oregon and five California cities that had been historically used by the parties, but did not propose the one Washington city, Tacoma, that historically had been used because it purportedly did not meet the size standard. The guild utilized the Zerbe regression analysis method to pick one Oregon, one Washington and seven California cities. The arbitrator selected two Los Angeles area cities, two San Francisco area cities, Portland and Tacoma, using both historical comparables and Zerbe's analysis, but rejecting a larger number of California cities, so as not to give "undue weight" to California over the Northwest. The arbitrator also considered the net effect of pension pick-ups and a health and welfare costs. The arbitrator considered cost-of-living comparisons to out-of-state cities to be valid. The arbitrator also considered as the most important "other factor" labor market conditions in the public and private sectors within the Seattle area. He utilized recent salary settlements in the fourteen highest paying cities in the Seattle area, stating that those recent salary settlements were more important than similar settlements on the West Coast. Finally, the arbitrator stated that Seattle did not need to continue as the comparable wage leader in light of economic conditions in the area, and that it was alright for Seattle to be in the mid-range of the

comparators.

14. Kennewick, LaCugna, 1985. (Cited by the City.)

This is a police case. LaCugna took the approach that an interest arbitrator should consider what he termed the "ultimate political-economic reality of labor relations," namely what would "the probable" agreement between the parties be in a "free" collective bargaining situation outside of binding interest arbitration. He opined that such political economic reality must take precedent over statistical data concerning comparability. He noted that the concept of "catch-up" is not a viable principle, and he further noted that it is his practice to retain the status quo whenever possible. LaCugna gave no weight to either the city's approach or to the association's Zerbe approach for several stated reasons. He stated that the city's approach was inconsistent and that the approaches of both parties were "result oriented." He noted that while statistically a city may compare to Kennewick, it may actually not be "like" Kennewick at all. He also gave no weight to the parties' CPI arguments or to the parties' arguments concerning productivity, turnover rate or ability to pay. LaCugna gave decisive weight to two local conditions: the financial condition of the city, and recent wage settlements in the Tri-Cities area and within the city. He stated that those local conditions, more than statistical analysis, directly affect and ultimately determine a collective bargaining agreement. He cited poor economic conditions in the city. Finally, he noted that his implemented settlement maintained the historical police/fire differential.

Comparator Principles Adopted by the Arbitrator.

This is the first Washington interest arbitration case heard by the Arbitrator in which parties have submitted a large number of actual interest arbitration decisions, complete citations and extensive argument on the question of comparability. Based upon the Arbitrator's study of the above-summarized interest arbitration awards, and the arguments of the parties, the Arbitrator hereby adopts the following principles relative to comparability.

First, Washington interest arbitration cases must be resolved under the Washington statute; the Arbitrator cannot ignore that statute and apply some form of "general" interest arbitration test, or some personally developed standard or test. It must be conclusively presumed that the Washington legislature intended interest arbitrators to apply the terms of the statute. In that regard, it necessarily follows that because the Oregon statute differs drastically from the Washington statute, Oregon interest arbitration awards on the subject of comparability are of no value in a Washington interest arbitration proceeding.

Second, the reference in the Washington statute to "West Coast" jurisdictions means jurisdictions of similar size within the states of Washington, Oregon, California and Alaska.

Comparable jurisdictions within the states of Oregon, California and Alaska cannot be summarily rejected simply because they are out of state. However, it is proper to give lesser weight or apply more stringent standards to out-of-state jurisdictions under the circumstances of a particular case in the interest of ensuring that "true" comparability, or as close as possible thereto, is achieved.

Third, where a police jurisdiction is close to the $15,000 jurisdictional limit, an arbitrator properly may consider as comparators police jurisdictions under that $15,000 standard, since to do otherwise would be to ignore patently comparable jurisdictions. Indeed, to do so in a particular case might result in comparing a subject jurisdiction only to jurisdictions greater in population.

Fourth, jurisdictions properly cannot be ignored simply because the employees in those jurisdictions are not represented by a labor organization or because employees in that jurisdiction are not covered by a collective bargaining law. Again, to do so would oft times result in the elimination of patently comparable jurisdictions. Perhaps more importantly, the statute does not exclude unrepresented employees or employees from jurisdictions that have different collective bargaining laws. Indeed, the State of Washington has no control over the form and scope of the bargaining laws in the states of Washington and California, yet decrees that jurisdictions in those states are to be considered as West Coast comparators.

Fifth, cities, counties and districts are different forms of government and therefore ordinarily are not "like employers" within the meaning of the statute. However, under the facts of a particular case, compelling evidence may demonstrate that different forms of government should be treated as like employers. See, for example, arbitrator deGrasse's analysis in the City of Olympia case, PERC No. 4941-I-83-108, 7/5/84.

Sixth, historical comparators are normally entitled to recognition, and the party who proposes the discontinuance of an historical comparator bears the burden of establishing that the historical comparator is not truly comparable.

Seventh, because the statute requires an interest arbitrator to honor the stipulations of the parties, an arbitrator should properly accept, without reservation, jointly agreed upon definitions, principles and comparators submitted by both sides. For example, if the parties stipulate and agree that "size" equals daytime population, an arbitrator should accept that agreement. If the parties jointly agree that jurisdictions within the states of Alaska and California should be considered, the Arbitrator should honor that submission, and not use his own comparators from other states. See, King County, PERC Case No. 550-I-84-125, Dorsey, 5/13/85, wherein the arbitrator set aside his own personal preferences regarding comparability in favor of the parties' stipulations. An arbitrator should also honor

specific demographics or jurisdictions submitted by the parties, even if the parties' full demographics lists and full jurisdictions list do not agree. For example, if both sides agree that the City of Tacoma is comparable, but the remainder of their lists are in conflict, an arbitrator should use Tacoma as a "stipulated" comparator. Similarly, an arbitrator properly should consider jurisdictions from outside of the West Coast when stipulated and agreed to by the parties, since such would also fall under the Arbitrator's authority under paragraph (f) of the statute.

Eighth, where a readily and easily identifiable labor market exists based upon a very close geographical proximity with patently similar characteristics, that labor market should receive primary, and perhaps sole, consideration. As noted by arbitrator Beck, under such circumstances, there is no need to look to communities located far from the subject employer. See, City of Bothell, PERC Case No. 4370-I-82-99, Michael H. Beck, 7/14/83.

Ninth, where there is no easily identifiable and geographically proximate labor market, it is inappropriate for an arbitrator to disregard comparable Oregon, California and Alaska employers. However, primary consideration should be given to a more generally ascertainable geo-political Washington labor market, such "as isolated, agriculturally based cities east of the Cascades" or "hub cities to a larger metropolitan city." When the subject city is an Eastern Washington isolated agricultural community, it is appropriate to consider similar cities in the states of Oregon, California and Alaska; however, to avoid giving undue weight to California jurisdictions, demographic criteria should be applied more strictly and the number of California jurisdictions should be limited. See, e.g., City of Seattle, Phillip Kienast, 2/24/84; City of Everett, John Abernathy, 2/11/81.

Tenth, demographics, such as those utilized by Zerbe and others, are patently sound indicators of comparability. However, greater weight should be given to more traditional demographics, such as population and assessed valuation, rather than more esoteric demographics such as the number of felony cases closed in a year. The more esoteric demographics simply are not acceptable to either the public as a whole or to elected officials. It is proper for an arbitrator to utilize his general expertise and experience to select demographics that both objectively and intuitively will be more readily acceptable to the citizens of a particular jurisdiction.

Eleventh, in determining comparators, it is proper to consider the effect of pension pick-ups. See, King County, Dorsey, 1985.

Twelth, when considering comparators, cost-of-living adjustments should not be made for other states, since such adjustment studies are patently flawed. See, King County,

Dorsey, 1985.

Thirteenth, recent salary settlements within the general geographical area of the subject employer may properly be considered as a section (f) "other factor" even if those jurisdictions are not like employers, of comparable size or within the four West Coast states. Thus, an arbitrator dealing with a city police department located on the East Coast of the State of Washington may properly consider recent salary settlements given to adjacent local Washington deputy sheriffs, as well as to a nearby Idaho police department. Such wage settlements relate to economic conditions concerning the interest and welfare of the public and are a factor generally considered by labor negotiators in collective bargaining. See, King County, Dorsey, 1985 and City of Seattle, Kienast, 1984.

Fourteenth, the maintenance of the subject employer's position within a list of comparables is more important than a "catch up" to a higher position on the list. However, where overall economic conditions within the employer will allow for a catch up, it is reasonable for an interest arbitrator to raise the salary level of the subject employer to at least the average salary within the list of comparators.

Fifteenth, where a salary range is relatively short in duration - no more than five years - and the turnover rate within the employer is relatively low, comparison should be based upon the top salary range.

Sixteenth, where a multi-service employer is involved, such as city or county, as opposed to a single-service employer, such as a fire district, an arbitrator must consider the need of the employer to fund and operate all of its services.

Seventeenth, an arbitrator should consider the effect his award may have on the ability of the employer to maintain the existing employee complement covered by the subject bargaining agreement. However, an arbitrator cannot simply bow to a threatened reduction in force simply because the employer has the political power to carry that threat out. To do so would be to ignore the statute itself.

Eighteenth, after an arbitrator has developed a list of comparable employers, he should give somewhat less consideration to those comparators that pay a disproportionatly high or low wage.

Finally, the weight to be given the comparability criteria, in reference to other criteria such as interest and welfare of the public or the local labor market, is one that must be determined under the facts of each case with due regard to the general economic conditions of the subject employer and the community in which the employer is located.

Determination and Award.

Based upon the evidence and an application of the statutory factors thereto, the Arbitrator determines that the New Agreement between the parties shall be in effect for the period of December 26, 1985 through December 25, 1987; that effective and retroactive to December 26, 1985 the City shall implement an across-the-board increase of 5.5%; and that for the period of December 26, 1986 through December 25, 1987, the City shall implement an additional across-the-board increase on 1985-86 salaries of 4.5%. The following is the reasoning of the Arbitirator.

(a) The Constitutional and Statutory Authority of the Employer.

This factor was not made an issue by either party is not relevant to the Arbitrator's Determination and Award.

(b) Stipulations of the Parties.

Both of the parties have proposed the following employers as comparators: Pasco and Wenatchee, Washington. Accordingly, the Arbitrator deems the parties to have stipulated to those cities as appropriate comparators. The Arbitrator also has only selected his comparators from the lists of comparators proposed by the parties.

(c) Comparison of the Wages, Hours and Conditions of Employment of Personnel *** Involved in the Proceedings with the Wages, Hours, and Conditions of Employment of Like Personnel of Like Employers of Similar Size on the West Coast of the United States.

The first point is that the City is not part of a "hub" of cities surrounding a metropolitan area; it is not part of an interstate highway corridor group of like size cities; and it is not part of a recognized, economically similar and easily defined labor market composed of nearby cities of similar size. While the City is generally grouped geographically with the cities of Pendleton, Milton-Freewater, Dayton and the Tri-Cities of Pasco-Kennewick-Richland, it is not generally comparable to all of those cities under the statute.

Absent a true common labor market, the logical approach is to select from the parties' lists of proposed comparators the following types of cities: Eastern state, relatively arid, and agriculturally based "stand alone" West Coast cities within a plus/minus 10,000 population to the City, within a reasonable assessed valuation range of the City, and within a reasonable range of the number of police officers employed by the City. The Arbitrator's approach is based upon commonly accepted, traditional demographics which he believes will intuitively be easily understood by and generally acceptable to the citizens and elected officials of the City.

The basic defect in the Guild's approach is that its demographic factors allocate no priority weight to those traditional factors, but rather give undue weight to secondary and somewhat esoteric factors. The result is that the patently dissimilar and uncomparable California cities of Seaside, Montclair and Colton have been included on the Guild's list. The Guild's approach also gives undue weight to California cities.

The three basic defects in the City's list of comparators are: It includes two Idaho cities, an inclusion not permitted by the statute. It fails to include any easily determinable and comparable California cities. And many of its comparators are patently too small. Ontario, The Dalles, Ellensburg, Moses Lake and La Grande simply do not have the population to be compared to the City.

Utilizing the aforementioned more traditional geographic factors, and giving the greatest weight to Washington cities, the next greatest weight to Oregon cities, and the least weight to California cities, the Arbitrator has developed the following list of comparators from the parties' proposed lists:

Washington
- Pasco
- Kennewick
- Richland
- Wenatchee
- Pullman

Oregon
- Pendleton
- Klamath Falls
- Albany

California
- Hanford
- Turlock

Based on 1985 top step adjusted wage rates, the City ranks as follows with the Arbitrator's comparables:

1.	Turlock	$2,495
2.	Wenatchee	$2,404
3.	Richland	$2,310
4.	Kennewick	$2,272
5.	Pasco	$2,183
6.	Albany	$2,160
7.	Hanford	$2,153
8.	Walla Walla	$2,058
9.	Klamath Falls	$1,968
10.	Pullman	$1,967
11.	Pendleton	$1,784

The City ranks 8th among those comparators, and its 1985 top

step adjusted wage was $112 less than the all-cities average of $2,170. Thus a 5.5% raise would take the City in 1986 only to the average of the 1985 wage. The Arbitrator has also been influenced by the fact that Pendleton's top step wage is disproportionatly low, and therefore is entitled to less consideration.

(d) The Average Consumer Prices for Goods and Services Commonly Known as the Cost of Living.

Both parties agree that the CPI-W is appropriate. Based upon his numerous studies of the question, the Arbitrator concludes that the United States CPI-W is a much more reliable indicator than either the Seattle or Portland CPI-W. In interest arbitration cases and factfindings the Arbitrator takes the approach that the best test is to compare wage increases at the subject employer over a reasonable number of years, usually four to five years, with the performance of the CPI over that same period of years.

The City's own figures demonstrate that from 1981 through 1986 the United States CPI-W rose 29.3%, while salaries of City police officers rose 25.4%. Projections for 1986 and 1987 are in the 4% range. Accordingly, wage increases of 4% in both 1986 and 1987 would allow City police officers to keep pace with increases in the cost of living.

The Arbitrator cannot agree with the City's contention that its employees' wage increases should be limited to a percentage of any index utilized.

(e) Changes in Any of the Foregoing Circumstances During the Pendency of the Proceedings.

This factor has no bearing on the Arbitrator's Determination and Award.

(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 primary traditional factor relates to an employer's ability to pay a requested wage increase. In the case at hand, the City does not assert that it does not possess the financial ability to implement the Guild's proposal. However, ability to pay is viewed by the Arbitrator more as a condition precedent to consideration of the other statutory factors, rather than as a separate independent basis for a wage increase. In addition, ability to pay is generally considered a relative, rather than an absolute, factor because of the many obligations of a multi-faceted public employer such as the City. In any event, this factor is not directly relevant to the Arbitrator's Determination and Award since the City possesses both the actual and relative ability to pay the awarded increase.

In that regard, the City's threat to reduce the police complement to "fund" any increase over 2.4%, has not been considered by the Arbitrator. The City presented no compelling evidence that it did not possess the funds within the general budget to implement the awarded increase without affecting its overall ability to fund its other programs and services. More significantly, it offered no argument at all as to why an implemented award in either the area of fire or police should automatically result in a "knee-jerk" reduction of the subject services without due consideration first being given to the needs of the citizenry. Frankly, the City's position strikes the Arbitrator as retaliatory, rather than one concerned with overall City needs.

A second traditional factor might be to consider wage levels in otherwise comparable Idaho jurisdictions or even in otherwise non-comparable Idaho jurisidictions directly geographically proximate to the subject employer. In the case at hand, neither of the two Idaho cities proposed by the City are within any type of common labor market of which the City is a part, and neither are geographically proximate to the City. Accordingly, the Arbitrator has not considered wage levels in those two Idaho cities.

A third traditional factor is to consider recent wage increases in geographically proximate comparable and non-comparable communities. As close as the Arbitrator is able to determine from the parties' exhibits, wage increases in the geographically proximate communities of Pasco, Richland, Kennewick and Pendleton have averaged or will average from 4% to 5% in 1986.

To the extent that intra-employer comparisons are valid, the Arbitrator rejects the City's contention that such comparisons are valid in the instant case. The Arbitrator's conclusion might be different had there been any evidence that the 2.4% increases already implemented were the result of any type of free collective bargaining. However, the evidence demonstrates that the 2.4% increases were predetermined and essentially non-bargainable without regard to individual needs or conditions within each employee group, and without any regard to an application of the statutory criteria to any one group. Further, the City's 2.4% offer to the Guild was clearly both its first and final offer. Accordingly, the Arbitrator has disregarded the City's evidence concerning intra-city parity.

The Arbitrator has also considered the traditional factor of the "interest and welfare of the public." The Arbitrator has determined that it will serve those interests to pay a wage that is at least the average of the comparators. Payment of a lesser wage, in the face of a demonstrated ability to pay, can only have a significant effect on morale and a resultant decrease in the quality of police services. However, a greater wage is not merited due to the general economic climate within the area and the overall current public opposition to wage increases that

elevate public employees to a higher than average status.

No other traditional factors are applicable to this case.

In summary, the statutory factors of comparability, cost of living, recent wage increases within the general area of the City , and other traditional factors, mandate the Arbitrator's Award. It is again noted that the overriding factor under the facts of this case is the factor of comparability.

AWARD

The New Agreement between the parties shall be in effect for the period of December 26, 1985 through December 25, 1987, and that effective and retroactive to December 26, 1985 the City shall implement an across-the-board increase of 5.5% and for the period of December 26, 1986 through December 25, 1987 the City shall implement an additional across-the-board increase on 1985-86 salaries of 4.5%.

VIII. ISSUE NO. 2: ARTICLE 25, LONGEVITY AND INCENTIVE PREMIUM.

Article 25 of the Current Agreement provides:

> The City agrees to pay longevity to the members of the Police Guild covered by this agreement in the following manner:
>
> Five years of continuous service---$17.00/mo.
> Ten years of continuous service ---$25.00/mo.
> Fifteen years of continuous service ---$32.00/mo.

The City proposes the following new substitute language:

> The City will pay longevity and educational incentive as follows:
>
> A. High School diploma only:
>
> Five years of continuous service---$17.00/mo.
> Ten years of continuous service ---$25.00/mo.
> Fifteen years of continuous service ---$32.00/mo.
>
> B. Approved associate degree:
>
> Five years of continous service ---1% of base salary
> Ten years of continuous service ---2% of base salary
> Fifteen years of continuous service ---3% of base salary

C. Approved bachelor degree:

Five years of continuous service ---2% of base salary
Ten years of continuous service ---4% of base salary
Fifteen years of continuous service ---6% of base salary

The Guild proposes the following new substitute language:

The City agrees to pay longevity and incentive pay as follows:

A. High school diploma:

5 years - 1%
10 years - 2%
15 years - 3%
20 years - 4%

B. Associate degree:

5 years - 4%
10 years - 5%
15 years - 6%
20 years - 7%

C. Bachelor degree:

5 years - 6%
10 years - 7%
15 years - 8%
20 years - 9%

Guild Contentions.

The ~~Guild's proposal~~ is consistent with arbitrator Snow's 1982 Renton decision in which he modified dollar amounts to percentages of wage rates.

Currently, the City's maximum benefit is only $32, the next to the lowest of all Washington cities. Thus the City suffers drastically under the factor of comparability.

City officers have daily contact with students of the three City colleges, so higher education is very relevant to their job performance.

City Contentions.

The City initiated the concept of tying longevity pay to educational incentive, and understands and embraces the notion that an increased education level on the police force improves the quality of law enforcement. The City has offered a substantial increase over the Current Agreement in this area.

Determining what constitutes a comparable education incentive is impossible since the characteristics of these programs vary so significantly from city to city. Five of the City's comparators have no education incentive at all. Oregon jurisdictions have no corresponding program to the Oregon BPST certifications, so comparisons to Oregon are not proper.

Any increase in longevity and incentive pay should be part of the overall 2.4% increase proposed by the City.

Arbitrator's Determination and Award.

The Arbitrator determines that the City's proposal shall be made a part of the new Agreement.

Implementation of the City's proposal will bring the City's police officers into a much more comparable position with officers employed by the Arbitrator's comparators. Any additional increase would have the effect of raising City officers to a disproportionately high ranking among those comparators. In addition, even the increase proposed by the City will, as its own exhibits demonstrate, have an immediate cost impact on the City.

The Arbitrator is aware that the City made its longevity/educational incentive proposal as a part of its overall increase proposal. However, absent a demonstrated inability to pay, and in the face of strong evidence on the factor of comparability, the circumstances of this case mandate the implementation of the Arbitrator's Award.

AWARD

The current Article 25 is hereby deleted; and the following language shall be implemented into the New Agreement:

> The City will pay longevity and educational incentive as follows:
>
> A. High School diploma only:
>
> Five years of continuous service---$17.00/mo.
> Ten years of continuous service ---$25.00/mo.
> Fifteen years of continuous service ---$32.00/mo.
>
> B. Approved associate degree:

Five years of continuous service ---1% of base salary
Ten years of continuous service ---2% of base salary
Fifteen years of continuous service ---3% of base salary

C. Approved bachelor degree:

Five years of continuous service ---2% of base salary
Ten years of continuous service ---4% of base salary
Fifteen years of continuous service ---6% of base salary

IX. ISSUE NO. 3: ARTICLE 15, SICK LEAVE.

The Current Article 15 provides in relevant part:

> 1. A. Newly hired employees will be credited with twelve (12) days sick leave as of their date of hire. No additional sick leave will be accrued during the first twelve months of employment. During the probationary period, sick leave above six days must be approved by the Police Chief.
>
> B. Following the initial twelve months of employment, employees will accumulate sick leave at the rate of one day per month. Maximum sick leave benefits which can be accumulated is 960 hours. However, exception to the maximum will be granted for Leonard Adams whose accumulation of 1,109 hours of sick leave as of September 26, 1980 will be considered his limit of maximum accumulation.
>
> 2. Personal illness or physical incapacity resulting from causes beyond the employee's control as well as forced quarantine of employee in accordance with state or community health regulations are approved grounds for sick leave.

The Guild proposes that those provisions be modified as follows:

> 1. A. Retain current contract language.
> B. (Delete all after first sentence)
> 2. (After "Personal illness or physical incapacity" insert)

"of the employee or the employee's family."

The City proposes to retain the current language.

Guild Contentions.

The Guild is supported both by the factor of comparability and by a comparison to Washington cities of 15-50,000 population. Comparable jurisdictions, as well as other Washington jurisdictions of similar size, also provide sick leave usage for illness in the immediate family. Cash-outs are of considerable value at retirement.

Because the City operates a small, "bear bones" Police Department, there is no probable cause to believe that abuse of a maximum accrual or an abuse of family illness usage will occur.

City Contentions.

The City opposes any additional liability by virtue of an unlimited ceiling on accumulated hours. Many officers now enjoying the current high pay out benefits are LEOFF I employees, for whom the sick leave program is a significant monetary gift at retirement. Every illness is covered by LEOFF and there is no requirement that any LEOFF I police employee utilize the contractual sick leave benefit. There is no basis under the statutory criteria for applying sick leave to family members.

Arbitrator's Determination and Award.

The Arbitrator determines that the current language should remain unchanged in the New Agreement.

First of all, so far as the Arbitrator is able to determine from both of the parties' exhibits, the Guild is not supported by the factor of comparability. Second, the increase sought by the Guild might very well result in increased costs to the City not merited in light of the Arbitrator's overall Award concerning wages and longevity/educational incentive. Third, the City's argument concerning LEOFF I employees is well taken.

AWARD

Current language shall be carried over to the New Agreement.

X. ISSUE NO. 4: ARTICLE 19, SAFETY AND HEALTH COMMITTEE.

Article 19 of the Current Agreement provides:

The City agrees to have a departmental

safety committee composed of up to three representatives appointed by management. It shall be the purpose of this committee to establish a written safety code with regard to all employees and to examine all situations brought to their attention either by management or the employees which may affect the safe and competent operations within the Police Department. It shall also be the duty of this committee to review all accident reports involving employees and to make recommendations with regard to the actions of the employee involved. A copy of all minutes, recommendations, actions taken and requests submitted by either individuals or groups shall be sent to the City Manager and the Police Guild.

If, after exhausting reasonable means of resolving a perceived safety problem at the departmental level, the problem remains unresolved, either side may refer the matter to the City Manager for final disposition.

The City agrees to recognize an advisory panel established by the Guild to provide advice and recommendations to the City on police-related equipment purchases.

The Guild proposes to add the following language to the current language:

If the City fails to implement the recommendations of the departmental Safety Committee, then all employees shall be entitled to hazardous duty pay of 5%.

The City proposes to retain the current language.

Guild Contentions.

The Guild's proposed language is necessary to ensure that the City will not ignore recommendations of the safety committee.

City Contentions.

The City's proposal would impinge upon management rights and serve to transform an otherwise serious committee effort into outside officer desires framed as safety issues in hope of initiating a 5% wage increase. A police department involves per se hazardous duty, in which every matter is related to the safety of employees. The Guild's proposal is problematic and counter-

productive. The law and rationale explained by the Oregon Employment Relations Board is applicable to the safety proposal of the Guild. See, Salem, 8 PECBR 6642 (1984).

Arbitrator's Determination and Award.

The Arbitrator determines that the Guild's proposal should not be implemented. Each and every one of the City's arguments are patently valid.

AWARD

The language of the current Article 19 shall be carried over to the New Agreement.

XI. ISSUE NO 5: ARTICLE 3, MANAGEMENT RIGHTS.

Article 3 of the Current Agreement provides:

> The management of the City and direction of the working forces, including the right to hire, retire, suspend or discharge for just cause, to assign jobs, to transfer employees within the bargaining unit, to increase and decrease the work force, to establish standards, to determine work to be accomplished, the schedules of operations, and the methods, process, and means of operation of handling, are vested exclusively in the City provided this will not be used for the purposes of discrimination against any employee or to avoid any of the provisions of this agreement.
>
> Exclusive rights: The City has the exclusive right under this agreement, without prior negotiations with the Police Guild, to discontinue any part of its operations, transfer work from the bargaining unit and close down an operation, establish new jobs, eliminate or modify any job classification in accordance with the provisions of this agreement, provided employees displaced from jobs as a result of the City's exercise of such right shall be laid off in accordance wiih the seniority provisions of this agreement, and adopt and enforce reasonable rules governing the conduct of the employees.
>
> Disputes: In the event any disputes arise in connection with the exercise of the above rights, and disputes are submitted to

arbitration, the only issue which the Arbitration Board may decide is whether or not the affected employees were laid off or terminated in accordance with the provisions of this agreement. In no case shall the Arbitration Board have authority to vacate, modify or change the City's exercise of its rights, or require the City to do such (except as otherwise provided for in this agrement), or where a rule is involved, the Arbitration Board may require the City's recision of a rule which it finds is unreasonable or contrary to the express provision of this agreement.

Where any part of this article comes in conflict with current or future civil service laws or regulations, such law or regulation shall apply.

The Guild proposes to delete the current language and substitute therefor the following language:

The City retains the usual and customary functions of management including the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination of the duties, qualification of job classifications, the right to hire, promote, train, evaluate performance, and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the Department or work; the right to purchase, dispose and assign equipment or supplies.

Nothing in this Article shall be interpreted to restrict the Guild's right to bargain the decision and impact of mandatory ~~sub~~jects of bargaining or the impact of permissive subjects of bargaining where the employer is compelled to negotiate over the matter by State law.

Guild Contentions.

The current language would allow a decrease in the bargaining unit through sub-contracting. The Guild seeks a restriction on such a decrease.

The Guild is supported by the factor of comparability. Many of the Guild's comparators do not have an unrestricted right to sub-contract, and only two of the population comparable

departments cited by the Guild have an unrestricted right to subcontract.

City Contentions.

The currrent language has been in the Agreement for a number of years, and the rights specified reserve reasonable management prerogatives. The Guild has not explained to the City's satisfaction why the existing language should be changed and why a longstanding clause relating to arbitrable remedies should be deleted.

Arbitrator's Determination and Award.

The Arbitrator determines that the current language should be carried over to the New Agreement.

While the Guild has submitted some evidence concerning the comparability of the subcontractor portion of the clause, it has presented no broader evidence that would justify the more sweeping changes that would result from the overall modification of the clause. Even with regard to contracting out, the Guild has not provided the Arbitrator with copies of the bargaining unit provisions in effect within its lists of comparators and Washington cities. Therefore, the Arbitrator has no way to weigh the overall scope and effect of the provisions in effect in those cities.

Further, the Arbitrator is not satisfied that the Guild has advanced compelling reasons for the alteration of a longstanding provision. There is no reason at this time to conclude that its concerns are valid.

AWARD

The current Article 3 shall be carried over to the New Agreement.

XII. ISSUE NO 6: ARTICLE 4, MAINTENANCE OF MEMBERSHIP.

Article 4 of the Current Agreement provides:

> Employees who are members or become members of the Walla Walla Police Guild must maintain their membership or normal dues for the life of the contract. If a member desires to terminate his membership, he must so inform the Guild and the City in writing signed by the employee of their intention to withdraw at least 15 days and not (5) days prior to the

termination of the contract. New employees will not be required to join the Police Guild as a condition of employment.

The Guild proposes to replace the existing language with the ollowing:

> . It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the Guild in good standing on the execution date of this agreement shall remain members in good standing, and those who are not members on the execution date of this agreement, shall on or before the 31st day following the execution date of this agreement become members in good standing and remain members in good standing in the Guild, or, in lieu thereof pay a service charge equivalent to the regular Guild dues to the Guild as a contribution towards the admdinistration of this agreement. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date shall, on the 31st day following the beginning of such employment, begin and remain members in good standing in the Guild or pay the service fee set forth above. Religious objections to the payments described herein shall be governed by State law.

The City proposes to retain the current language.

Guild Contentions.

The Guild presently has a 100% membership of bargaining unit officers and wishes to maintain that 100% figure. Further, the Guild has a strong duty of fair representation, so officers seeking that representation should be willing to pay their fair share.

Union security clauses exist in both the AFSCME and Fire Association bargaining agreements with the City.

Approximately half of the Washington jurisdictions comparable by size have clauses similar to that proposed by the Guild. Such clauses are prohibited by law in the state of California.

City Contentions.

Since the apparent intention of the Guild proposal is to solicit a contribution towards the administration of the

Agreement, the requirement that the service charge be equivalent to the regular dues appears contradictory and is illegal to the extent that the regular dues may at times be used for other purposes, such as political activities.

The City has agreed to agency shop language with AFSCME, but the importance of the issue to that union was demonstrated by corresponding economic concessions, including a 0% wage increase for 1986. A change in language of Article 4 should be mutually agreed upon, and heretofor the Guild has not offered an economic concession or a trade off the language the Guild considers desirable.

Arbitrator's Determination and Award.

The Arbitrator determines that current language shall be carried over to the New Agreement.

The Arbitrator is not satisfied that the Guild's proposal is supported by the factor of comparability. The Guild submitted no evidence concerning the existence or non-existence of fair share provisions in Oregon comparables, and did not restrict the State of Washington to its proposed Washington comparables. The Guild utilized its list of Washington cities of comparable population size to the City, and it is significant that on that list four comparators chosen by the Arbitrator - Wenatchee, Pullman, Pasco and Kennewick - do not have union security or fair share provisions.

In light of the fact that 100% of the bargaining unit are already members of the Guild, the Arbitrator has also been influenced in part by the City's argument that the Guild has offered no concession in exchange for its proposal. Such concessions are a traditional part of collective bargaining, particularly in the private sector.

AWARD

The current language shall be carried over into the New Agreement.

XIII. ISSUE NO. 7: NEW ARTICLE, RESERVES.

The Guild proposes that the following new language be added to the New Agreement:

> Before the City may assign work normally performed by bargaining unit members to employees who are not members of the bargaining unit, it must first make such work available to members of the bargaining unit at

whatever wage rates are otherwise called for by this agreement.

Any officer assigned to work in the same patrol vehicle as a reserve officer shall receive assignment pay of 5.0%.

The City opposes the proposal.

Guild Contentions.

Bargaining work assigned to reserves should first be offered to police officers, and officers who are assigned to work with reserves should receive a 5% premium. Since about six months ago reserves have been used for regular duties and reserves often now work alone in cars. A safety factor exists when reserves must be used as partners or as back-ups. Reserves in other jurisdictions, such as The Dalles and in Richland do not perform traditional police officer duties. The concern of the Guild is that a reserve may be used on a solo basis to displace a regular officer.

City Contentions.

The City started a reserve program this year with six community volunteers. The volunteers are not used to replace regular officers or displace any current officers. The Guild's attempt to create an economic issue is not based on any legitimate work preservation concern and ignores the basic responsibility and function of government to provide a public service.

The City is supported by the factor of comparability. None of the comparator jurisdictions proposed by the City are party to a labor contract which restricts the use of reserves.

The Guild's testimony relating to this issue came as a complete surprise to the City. Prior to the arbitration hearing the City was unaware of any alleged problems concerning a reserve program.

Arbitrator's Determination and Award.

The Arbitrator determines that the Guild's proposal should not be implemented in the New Agreement.

First, the proposal finds no support whatsoever in the factor of comparability. Second, the Arbitrator is not satisfied from the evidence that the City has or will utilize reserves to deprive police officers of bargaining unit work. The Arbitrator agrees with the City that many of the concerns voiced by the

Guild at the arbitration hearing appeared to be ones never before raised in bargaining.

AWARD

The Guild's proposal shall not be added to the New Agreement..

DATED this 18th day of August, 1986.

Thomas F. Levak, Arbitrator.