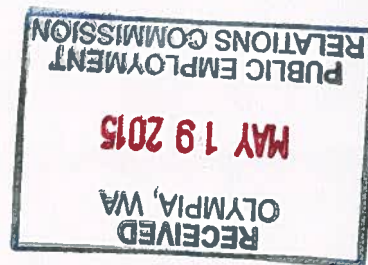


BEFORE THE INTEREST ARBITRATION PANEL

KATRINA I. BOEDECKER, Neutral Chair
RICHARD HAYES, County Partisan
LINDA HOLLOWAY, Guild Partisan



In the matter of the Interest)
Arbitration between:)
)
KING COUNTY,)
)
and employer,)
)
KING COUNTY CORRECTIONS)
GUILD,)
)
union.)
_____)

INTEREST ARBITRATION
AWARD

PERC Case Number:
26404-I-14-0640
Filed April 15, 2014

Davis Wright Tremaine LLP, by Henry E. Farber
and Paula C. Simon, Attorneys At Law, appeared
on behalf of the employer.

Law Offices of David A. Snyder LLC, by David
A. Snyder, Attorney at Law, and Law Offices of
Jared C. Karstetter, Jr. P.S., by Wesley
Foreman, Attorney at Law, appeared on behalf
of the union.

JURISDICTION

On May 5, 2014, the parties notified me that I had been selected to be the Neutral Chair for their Interest Arbitration Panel. The parties are working under a collective bargaining agreement that established wages through December 31, 2012. They have been unable to negotiate all the terms for a successor agreement.

The Public Employment Relations Commission certified five issues to Interest Arbitration. They are: Article 8, Wage Rates; Article 9, Section 2, Overtime payment rates; New Section Parking; Article 15, Section 1, Ammunition; and Article 25, Duration.

The Interest Arbitration Panel, consisting of myself as the Neutral Chair, Richard Hayes as the County Partisan Arbitrator, and Linda Holloway as the Guild Partisan Arbitrator, held the Interest Arbitration hearing on September 30, October 1, 2, and 3, 2014, and January 21, and 22, 2015, in Seattle, Washington. The parties filed post-hearing briefs on March 13, 2015. The Interest Arbitration Panel met to deliberate on March 24, and April 1, 2015.

RELEVANT STATUTORY LANGUAGE

RCW 41.56.430

Uniformed personnel – Legislative Declaration.

The intent and purpose chapter 131, Laws of 1973 is to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated service of these classes of employees is vital to the welfare and public safety of the state of Washington; that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes.

RCW 41.56.030

Definitions.

As used in this chapter:

* * *

(13) "Uniformed personnel" means:

* * *

(b) correctional employees who are uniformed and nonuniformed, commissioned and noncommissioned security personnel employed in a jail as defined in RCW 70.48.020(9), by a county with a population of seventy thousand or more, and who are trained for and charged with the responsibility of controlling and maintaining custody of inmates in the jail and safeguarding inmates from other inmates;

* * *

RCW 41.56.465

Uniformed personnel - Interest arbitration panel - Determinations - Factors to be considered.

(1) In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and, as additional standards or guidelines to aid it in reaching a decision, the panel shall consider:

(a) The constitutional and statutory authority of the employer;

(b) Stipulations of the parties;

(c) The average consumer prices for goods and services, commonly known as the cost of living;

(d) Changes in any of the circumstances under (a) through (c) of this subsection during the pendency of the proceedings; and

(e) Such other factors, not confined to the factors under (a) through (d) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. ...

(2) For employees listed in *RCW 41.56.030(7) [13] (a) through (d), the panel shall also consider a 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.

* * *

BACKGROUND

The employer operates a Department of Adult and Juvenile Detention (DAJD) whose "primary mission is to provide safe, humane and responsible housing of inmates for the citizens of King County." The Department has five divisions: Adult detention in Seattle (known as the King County Correctional Facility, or KCC); adult detention in Kent (known as the Maleng Regional Justice Center, or RJC); juvenile detention; community corrections/work release; and administration.

The Guild's bargaining unit consists of 512 corrections officers and 42 Sergeants. (Since the proposals at issue all apply equally to both groups, for the purposes of this Interest Arbitration Award, the corrections officers and Sergeants will be collectively referred to as "officers.") Officers may bid for shifts at the downtown Seattle KCC facility, or at the Kent RJC facility. They bid for a day, swing or night shift, or for a fourth shift "Court Detail" which is a day shift that generally transports inmates if they are required to be outside of the jail facility. If an inmate is hospitalized, an officer is assigned to guard him at the hospital room. Staffing levels are based on inmate population, trials in progress and hospitalizations.

The Guild was formed in 1996. Previously, the officers had been represented by another union since approximately 1975. The Guild's first collective bargaining agreement covered the period of September 1997 through December 1999.

DAJD is one of several county departments that draws its budgeted monies from the employer's general fund. Until 2014, the employer had a budget for one year at a time. In March 2014, it began working on a two year budget. The county's first two year budget covers 2015 - 2016.

The employer's largest source of income is property taxes which generates 43% of the general fund. In 2001, a state statute passed by initiative, limited any county's ability to increase property taxes by only 1% per year, plus new construction. Fifteen percent of the general fund comes from sales taxes. The remaining general fund income is from service contracts and state or Federal grants. Some service contracts are for housing inmates for the state Department of Corrections, the City of Seattle, and other cities.

ANALYSIS

Burden Of Proof

Generally, the burden of proof is on the party proposing a change to either the language in the collective bargaining agreement or to the status quo. Stability is important in labor/management relations. It allows unions and employers to plan responsibly; it gives unions and employers the ability to provide employees predictable wages, hours and working conditions. That is why it

is incumbent upon the party wanting to change current circumstances to establish the need for the change.

In this case, the employer is proposing to reduce the amount of practice ammunition issued. Therefore, the employer has the burden to establish the need for the lower amount. Similarly, the Guild must prove why the new language it is seeking in the overtime article is necessary.

Both parties are seeking a change to the status quo in the parking situation for bargaining unit members. Both parties also have proposed increases to wages, albeit at different levels and for different numbers of years. Therefore, in the present case, each party has an equal burden to establish that its proposal on parking, wages and duration best meets the statutory criteria.

Statutory Criteria

As the Guild points out, consideration of the statutory criteria is mandatory: "Interest arbitration under Chapter 41.56 RCW is a statutory proceeding, not a forum for itinerant philosophers to dispense their own brand of industrial justice." *Cowlitz County*, (Schurke, 2015). The employer offers *City of Pullman*, (Axon, 1992), for the additional reminder that "factors identified in the statute are 'standards or guidelines' which cannot be applied with surgical precision," so that an interest arbitrator has "considerable latitude in determining what are the relevant facts on which to base an award ...".

Following these two precedents, the statutory criteria will be analyzed vis-à-vis the record before us.

Neither party contends that any proposal raises an issue with respect to the employer's constitutional rights. The employer claims that there are statutory limits on its ability to increase taxes. This argument will be evaluated in the wage section below. RCW 41.56.465(1)(a).

The parties made certain stipulations on the record at the hearing regarding specific facts, which the panel has considered. No other stipulations have been brought to the panel's attention. RCW 41.56.465(1)(b).

Both parties presented arguments about the cost of living. These arguments will be evaluated in the analysis of the wage proposals below. RCW 41.56.465(1)(c).

No party argues that there have been changes in the constitution, statutes, or circumstances surrounding the stipulations, or the cost of living during this proceeding which should impact this Award. RCW 41.56.465(1)(d).

The panel is directed by the statute to take into account other factors that are normally or traditionally considered when determining wages, hours and conditions of employment. RCW 41.56.465(1)(e). This section of the statute allows the panel to analyze arguments regarding the employer's ability to pay; internal equity; the local labor market; and the bargaining unit's workload.

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Comparables -

The employer and the Guild use different interpretations of the direction of RCW 41.56.465(2) to compare "like personnel of like employers of similar size on the west coast of the United States."

The Guild contends that comparable employers should be West Coast counties that are in a band of population and assessed value that is 50% below and 50% above that of King County. In accordance with this test, the Guild finds only two other comparable employers on the entire West Coast: Riverside County, California; and Santa Clara County, California.

The Guild only looks at counties because of the statute's statement of comparing "like employers." Since the statute also speaks of employers on the West Coast, the Guild argues that it should go out-of-state since King County is the largest county in the State of Washington, thus having insufficient in-state comparators. Citing, *City of Pasco*, (Wilkinson, 1994). It submits that King County has a population of close to 2 million. It finds no other county, in either Washington or Oregon, with even one-half of King County's population. The Guild admits that including just two other employers, makes a short list of comparables. It stresses, however, that the statute does not set a minimum number of comparators to use. The only statutory requirement is that the other employers be of "similar size."

The Guild also notes that the employer has used Riverside and Santa Clara counties in its list of comparables since 2000. It submits that using only California comparables is not unprecedented. It cites *King County*, (Dorsey, 1985), where the Interest Arbitrator

looked at population and concluded that there were only four comparable West Coast employers - all in California.

The employer submits a list of six comparable county employers: Pierce, Snohomish, and Spokane counties in Washington; Multnomah County in Oregon; and Riverside and Santa Clara counties in California. It defends its list as being the "historical" list used by the last two Interest Arbitrators for these parties. See, *King County*, (Lankford, 2009); and *King County*, (Cavanaugh, 2012). The employer contends that its list of six is now "clear" precedent. It argues that relying on only two California counties unjustifiably inflates wages.

The employer stresses that keeping the historical list of six comparables gives the parties stability and predictability in future negotiations.

The Guild argues that the employer's list of comparables is fundamentally flawed because it ignores the requirement that the other employers be of "similar size." It submits that the Washington and Oregon counties used by the employer fall short of the 50% cut off:

Percentage of King County's population and assessed valuation:

	Pierce	Snohomish	Multnomah	Spokane
Population	41%	37%	38%	24%
Assessed Val.	23%	22%	18%	11%.

It continues to point out that the only statutory requirement is for "similar size"; there is no requirement for geographic proximity. It argues that geographic proximity should only be

relied on when the population and assessed valuation sorts yield an unacceptably large group of comparators. In addition, the Guild asserts that the inclusion of Spokane County, with such low numbers, mocks the similar size standard.

The Panel acknowledges that population and assessed valuation have long been the primary selection criteria when evaluating what are "like" employers. See, *City of Longview*, (Lankford, 2008). A plus or minus 50% standard is also generally acceptable. See, *City of Port Angeles*, (Gaunt, 2004).

The Interest Arbitration Panel adopts the list of six comparable employers advanced by the employer. First, that list includes the two California counties that the Guild argues are in line with the statutory requirement of "similar size." Second, it is the list used historically by the parties. As such, it is a relevant "other factor" to be considered under RCW 41.56.465 (1)(e).

The Washington counties on the list are the largest counties immediately after King County. They all share the same Washington state tax structure. Multnomah has historically been on the list, looking at its relative size as the largest county in the State of Oregon.

The decision that the Guild submitted that only used California comparables is 30 years old. Over the past three decades, interest arbitration analyses have not adopted an all out-of-state approach. More Awards preserve a historically used list of comparables.

Keeping the same list of comparables from the two previous interest arbitration proceeding, creates "stability [in the] parties' collective bargaining relationship by encouraging a common basis for their negotiations." *Walla Walla County*, (Krebs, 2003). Further "a party seeking deviation from that prior finding should provide a convincing argument either that there are changed circumstances or that the determination of the prior interest arbitrator was wrong." (*Walla Walla*, above). Using the comparison group of the previous interest arbitration is "prudent and reasonable" as it promotes "stability in bargaining." *City of Moses Lake*, (Kienast, 2001).

Using a consistent group of comparable jurisdictions increases the likelihood of parties reaching a mutually agreeable contract without having to resort to interest arbitration in the future. This is valuable goal.

A list of six other employers gives an adequate group to study for balance. It is the Goldilocks list of "just right" size - not too long, not too short. The Guild did not submit any previous Interest Arbitration Award that based its decision on just two other comparable employers.

Although using comparables outside of the State of Washington has been acknowledged as "somewhat perilous" [*King County*, (Lankford, 2009)] or to be problematic [*King County*, (Cavanaugh, 2013)], the historic list of six comparables remains sound. It provides an appropriate blend of West Coast counties to compare the wages, hours and working conditions of their public employees to those of King County.

ISSUE #1. Article 8, Wage Rates

and

ISSUE #5. Article 25, Duration

The employer and the Guild submit the following wage proposals:

	1-1-2013	1-1-2014	1-1-2015	1-1-2016
Employer	0%	1%	2%	2%
Guild	6%	6%	3% to 6% CPI formula	-- (Proposal for a three year contract only.)

Duration

Duration will be addressed before the wage rates, since to accurately analyze the balance of the package, one must know the length of the contract.

The Guild is proposing a three year bargaining agreement. As such, the contract would end on December 31, 2015. With this Interest Arbitration Award issuing in the spring of 2015, the parties would be back to the bargaining table very shortly.

The Guild welcomes a quick return to negotiations. It believes that there are serious issues that need to be addressed. It argues that mandatory overtime needs to be controlled. It wants to speed up the amount of time that it is taking for internal investigations to be completed. The Guild is also concerned that insurance costs

might increase so that it would need to bargain an off-setting increase in wages to cover the costs.

The employer wants a four year agreement. It wants time to evaluate if the language of the tentative agreements is achieving the intended goals. The employer points out that it meets with the Guild on a monthly basis to address and resolve contract related issues, such as internal investigations, outside of bargaining a full new labor agreement.

The employer also advances that a four year agreement would bring bargaining in-line with the employer's new biennial budget. The current budget covers 2015 and 2016. The employer wishes to coordinate the new contract with the new budget cycle, so it proposes that this contract run through 2016.

The record shows that the parties did reach several tentative agreements in bargaining prior to going through the interest arbitration process. Those tentative agreements have not been implemented. With no experience with the new working conditions that result from the tentative agreements, the parties have no way of knowing if there should be proposals in these areas to tweak the language.

This Interest Arbitration Award is granting a change in the way overtime is calculated. The change, which the Guild was seeking, is awarded based, in part, on the Guild's argument that the new calculation would reduce the amount of mandatory overtime. The parties need the fourth year to see if the data supports that argument. The record also shows that the parties have a binding agreement managing health cost increases through 2016.

A four year agreement would cover more than two years in the past, but it would end December 31, 2016. Since bargaining typically begins six months prior to the expiration date, a four year agreement would give the parties one solid year to live under the new language in the agreement. The Guild's proposal would have this be almost an entirely retroactive agreement. Contracts should be forward looking to provide stability to both parties.

The Interest Arbitration Panel awards the employer's proposal on Article 25, Duration.

Wages

Since the Guild became the exclusive bargaining representative for the corrections officers and sergeants in 1996, the parties have gone through the interest arbitration process where the wages were determined by an Interest Arbitration Award two times. In *King County*, (Lankford, 2009) the Award was for 2007, 2008 and 2009. The wages were established by a formula: 95% of the prior September to September change in the All Cities CPI-W Index, with a minimum of 3% and a maximum of 6%. (Although the employer had used a CPI formula with other bargaining groups, this Award increased the formula from 90% of the CPI to 95% of the CPI.) *King County*, (Cavanaugh, 2013) covered a wage reopener for 2012. It awarded an across the board increase of 3.5%. The Arbitrator reasoned:

This increase is slightly more than halfway between the 5% received by KCPOG and the 1.63% received by most other units in 2012. [F/n 36.] While this wage increase takes account, as it must, of the gap between this unit and KCPOG - just as with Arbiter Lankford's Award, my award

only serves to reduce, by a small amount, the continuing *increase* in that gap from 2008 through 2012 arising from the Deputies' cumulative wage increases during that period of more than 25% compounded. [F/n 36. The wage increase I have awarded is based primarily on internal comparability, a factor which has turned out to be the most important consideration in this precise situation. In considering internal equity, however, both the KCPOG and standard COLA settlements must be taken into account, and because they pull in opposite directions a wage increase for this unit that blends the two is appropriate.] (Italics in original.)

The Panel is now faced with determining the wages for 2013, 2014, 2015 and 2016. To do this, the Panel considered the net hourly wages of the comparable counties, the local labor market, the cost of living, recruitment and retention, and internal comparisons.

Net hourly wages -

Since RCW 41.56.465(2) directs us to compare corrections officers' wages with the wages of "of like personnel of like employers", the Panel will consider the net hourly wage data from the list of comparable employers determined earlier in this Award. A net hourly wage is compensation divided by hours worked. Not unexpectedly, the parties disagree on what should be included in "compensation."

Both parties start with the top step base wage, then add in longevity pay. These are both defensible parts of compensation, since 80% of the bargaining unit is at the top step.

The Guild includes any employer pick-up of an employee's contribution to a Public Employees' Retirement System (PERS)

program, education incentive, and POST certification pay, on the basis that all these premiums are "available" to all employees.

The employer includes the PERS retirement contributions, also. It adds in contributions to employee medical plans as well. It does not calculate in education incentives or POST premiums because they do not meet the criteria set out in the prior Awards.

The employer payment of the employee's share of the PERS contribution will be included in the net hourly wage determination of this Award, as it was in the prior two Interest Arbitration Awards. However, the California law changed in 2013. Public employers are no longer allowed to pick-up an employee's PERS contribution. The employer points out that the elimination of the PERS pick-up in California will maintain King County's position as ahead of the market. This point contains a certain degree of speculation, however, since California counties might replace the pick-up with some other monetary benefit so that their employees do not suffer a financial set back.

The employer also argues that the King County officers actually take home more of their hourly wages than California correction officers who have to pay both Federal and state income taxes. The Guild acknowledges that California has a state income tax, while Washington does not.

While the Guild's argument about education incentive being available to everyone, is attractive, it is not controlling on the record before us. As was addressed in the comparability section above, parties in negotiations have a need for predictability and stability. The last two Interest Arbitration Awards did not

include education incentive under an 80% test, i.e. 80% of the bargaining unit must receive the premium to include it in a net hourly wage calculation. There is no evidence in the record before the Panel that 80% of the bargaining unit is now receiving an education incentive premium.

Both previous Awards did not include employer contributions to employee health care plans in the net hourly wage. The last Interest Arbitrator mused that he might have included medical contributions if the record had more details about the relative benefits of each comparable's plan. The employer argues that it has now given evidence that its PPO and HMO plans fall in line with the plans offered by the comparable counties. It argues that the average employer retirement pick-up is a \$106-per-month benefit, while the comparable employees are paying \$108-per-month for insurance coverage. It reasons then that the fact that the employer does not pick up retirement contributions is offset by the fact that the officers are not charged for health insurance. However, to be an accurate measure, a net hourly wage analysis should include costs to the employer. When other counties' premium share is considered, the costs are roughly the same. On the record before use, neither the Guild nor the employer should be credited or penalized for its health care costs.

The record shows that neither Riverside County nor Santa Clara County, the two California comparables, pay a longevity benefit. The Guild offers a net hourly wage chart for the two California counties that includes education incentive and certification premiums, the two that only Santa Clara County pays, that shows that King County is behind by 4.8% to 7.29%. Without the education

incentive and certification premiums, the Guild's chart shows a 2% lag at top step.

Using the historical list of comparables, the employer offers a calculation of net hourly wages that shows its officers lead the market by 1.5% to 7.4%, at top step including longevity and retirement pick-up but not medical benefits.

The Panel is mindful that the right to conclude negotiations by interest arbitration is given to correction officers because they do not have the right to strike. Employees who have the right to strike will exercise that right for better wages, hours or working conditions. A strike might end with status quo for those elements but very rarely would employees end a strike to slide backwards in those areas. Since the net hourly wage data shows that King County correction officers and Sergeants lead the historic list of comparables, this Award will maintain that status.

Local labor market -

Consideration of the local labor market is generally an inquiry as to who are other employers in the area where an employee lives, and can still have a reasonable commute, to do the same type of work.

The Guild does admit that the local labor market may be considered under the "other factor" standard of RCW 41.56.465(1)(e). It concedes that a labor market analysis is not limited to "like employers". In fact, it contends that a labor market analysis is not even limited to "like employees."

The Guild would expand the inquiry to all law enforcement employers seeking to hire employees from several different applicant pools: Police departments, sheriff departments or the Washington State Patrol. That is not the labor market that the Panel will look at. We will study other employers of correction officers. There could be several and various reasons a person applies to be a correction officer instead of a police officer. One might not want to patrol in a car for the entire shift; one might not want to carry a gun; one might not want the responsibilities that a full commission brings with it. The specialization that corrections work has developed over the past decades makes corrections work now distinctly its own body of duties.

The employer advances that throughout the labor market Deputy Sheriffs are routinely paid more than corrections officers. There is nothing in the record that shows differently. While it is noted that King County is the largest county in the state, the employer emphasizes that its officers are the highest paid corrections officers in the state. This Award intends to maintain that standing.

Cost of Living -

RCW 41.56.465(1)(c) directs the Panel to consider the cost of living. Historically, the parties have used the CPI-W (All Cities) September to September index. From September 2012 to September 2013, this index increased 1%. Thus, the Guild argues that the employer's proposal for 0% increase for 2013 actually creates a reduction in pay for the bargaining unit.

The employer's general fund is the source of money for the corrections officers, the Deputy Sheriffs and the courts, among

other departments. It is limited by a 1% cap on increases in property taxes. The employer argues that the cap then limits growth to the general fund to only 2.5% per year. It should be noted, though, that new construction generates funds initially outside of the cap.

Property values are increasing. In his 2015-2016 budget address, King County Executive Dow Constantine stated, "The Great Recession hit King County hard, but our economy is once again booming. Our population is growing, our housing prices have recovered, and our unemployment rate has fallen to a relatively enviable 4.7 percent." The employer's 2015-2016 budget statement echoed this optimism: "King County's economy is rapidly improving and has recovered from the Great Recession of 2008."

The Guild proposes a cost of living formula to be used to determine wage increases. However, it includes a set "floor" number in the formula. This floor breaks its connection to the cost of living. The employer argues that the Guild's insistence on a floor number has no connection to how the employer obtains its funds. The employer maintains that a floor does not make sense when it is living on a fixed income. The employer very much wants to get away from a cost of living formula by setting fixed numbers for each year of the contract. Switching from a formulaic to a fixed increase greatly aids the employer in budgeting. It did achieve fixed rate wage increases from the Coalition of Unions for 2015 and 2016. (The Coalition represents approximately half of the employer's unionized employees.) While the Deputy Sheriff's accepted 0% for both 2013 and 2014, they received a signing bonus effective July 1, 2015, of 1.67% which looks suspiciously like it was derived from a CPI index. The employer also argues that a

formula with a floor is no longer needed to bring the officers' wages up since they are leading the comparable markets. The employer views its wage proposal as keeping the officers above market while maintaining internal equity.

The Guild is correct, though, in its contention that while the Panel may *formulate* a wage award in terms of increases in the Consumer Price Index, the Panel can base the *need* for a wage increase on factors such as workload and internal equity.

Recruitment and Retention -

Both parties point to the high number of officers - 80% of the bargaining unit - being at the top step of the pay scale. This shows a high retention rate.

The attraction of the job also appears to be strong. The record shows that the department currently has more applicants approved for hire than it has openings.

The Panel concludes that there are no recruitment or retention issues that need to be addressed with unusual awards in wages or working conditions.

Internal comparators -

The Guild looks to the KCPOG as a large employer bargaining unit that is subject to interest arbitration. As such, the Guild contends that particular focus should be given to the KCPOG wage settlements under the "other factor" considerations of the interest arbitration statute.

The Guild also argues that the tough working conditions that its members have to deal with at the work place make their jobs more in-line with the county Deputy Sheriffs, than with any other county employees. The Guild called Dr. Caterina Spinaris, Ph.D, to testify as an expert witness about the physical and psychological burdens of corrections work. Although she did establish that there are long-term deleterious effects on the body and minds of officers, she did not offer a conclusion that increased wages would cure these hazards. The Guild's purpose in presenting the evidence of the adverse working conditions, the risk of on-the-job injury, and the adverse long-term health effects of corrections work is to support its contention that Guild members should not be treated the same as nonuniformed county employees. It advances that the physical and psychological burdens of corrections work, support a finding that officers' wages and benefits should be on par with the wages and benefits of the county's Deputy Sheriffs. The Guild wants to eliminate the wage gap between these two groups.

While the employer values the hard work of the corrections officers and Sergeants, it see those jobs as fundamentally different from the job of a Deputy Sheriff. It points to different training academies; the deputies' academy is three times longer. They have different levels of commission. A corrections officer has a limited commission, attaching only while on duty. A Deputy has a full commission so that, even if off duty, the Deputy must intervene, for example if a robbery occurs while the Deputy is at a gas station.

The employer advances that it is an important goal to maintain internal equity in wage increases, although it looks to a different union - the Coalition of Unions. For the duration that this Award

is granting, the following wage increases or proposals are in place:

	2013	2014	2015	2016	TOTAL
Coalition	3.09%	1.67%	2%	2.25%	9.01%
KCPOG	0%	0%	2%	2%	5.67%
			7-1-15 1.67% signing bonus, not added to the base.		

The employer is proposing the following wage increase for corrections officers:

	2013	2014	2015	2016	TOTAL
	0%	1%	2%	2%	5%

Although this chart represents the time period that the employer is proposing for the new bargaining agreement, it is not representative of the parties' bargaining history.

Since the employer's chart captures the years when the KCPOG received 0% wage increases, an accurate history should also reflect the time when the Guild took a wage freeze. That produces a chart that starts in 2011. In 2011, 91% of unionized county employees received a wage freeze, as well as all non-represented employees.

If the employer wants to capture the deputies' wage freeze, we must look back far enough to capture the Guild's wage freeze also, in order to accurately consider the shared suffering caused by the economic recession.

	2011	2012	2013	2014	2015	2016	TOTAL
Coalition	0%	1.63%	3.09%	1.67%	2%	2.25%	10.64%
KCPOG	5%	5%	0%	0%	2%	2%	15.67%
				7-1-15	1.67%	signing bonus,	not added to the base.

History with the employer's proposal:

	2011	2012	2013	2014	2015	2016	TOTAL
Guild	0%	3.5%	0%	1%	2%	2%	8.5%*

History with the Guild's proposal:

Guild	0%	3.5%	6%	6%	3%**	3%***	21.5%
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* If adding the .71% increase to longevity granted in 2014, the total would be 9.21%.

** Assuming the CPI formula produces the proposed floor of 3%.

*** Assuming the CPI formula continues and that it would produce the proposed floor of 3%.

An immense wage gap began with the Deputy Sheriffs' 2008 contract settlement. The employer offered a 5% wage increase each year for five years, beginning in 2008. In exchange, the KCPOG agreed to be subject to review by a civilian committee, the Office of Law Enforcement Oversight (OLEO). The employer was under considerable public pressure to bring in citizens to examine how deputies were performing. The KCPOG strenuously fought the citizen review. The arrival of OLEO in exchange for a 25% increase over five years, was a true quid pro quo. This quid pro quo was driven by political factors, not economic or merit-based

considerations. Even though the Guild has offered to be under a citizen review committee, the employer has not shown interest in such a process for corrections officers.

In 2007, there was a wage differential between corrections officers and deputies of just under 7%. By 2012, the deputies' wages had increased, with compounding, by 27.6%. Even after the 2009 Interest Arbitration Award, the differential was roughly 22%. After the 2012 Interest Arbitration Award, the Guild claims that it still lagged 18.36% behind the deputies due to their five years of 5% wage increases and the fact that the Guild took a wage freeze in 2011. There is no indication that the Guild factored in the 2011 .71% increase in longevity pay when determining the 18.36% gap.

The Guild looks back to the history of the parties in the 1980's and 1990's when there was a close wage parity between the deputies and corrections. We need not look that far back to establish today's wages. It is safe to conclude that most, if not all, of the officers who were working in the 1980's, are no longer working as corrections officers. Whatever give and take that was made to establish their wages, hours and working conditions should retire with them. The Guild changed bargaining representatives in 1996; that seems a more logical place to start the historical timeline. Suffice it is to say that the Guild desires parity with the Deputy Sheriffs.

The Guild also cites the higher wage rates of the Classification Specialists as another reason for its wage proposal. In addition to the officers working in the county jails, the employer has Corrections Program Specialists, commonly called Classification

Specialists, at the jails. A Classification Specialist studies an incoming inmate's history, charges and demeanor to determine the inmate's correct housing placement. The Classification Specialist also considers the inmate's security risk and needed level of attention. With the exception of holding segregation hearings, corrections officers used to do the duties of the current Classification Specialists.

Classification Specialists work in a separate office. They do not have continuous contact with inmates. If an inmate becomes belligerent in the Specialist's office, a corrections officer is called to handle the situation. Classification Specialists can work a 4-10 or a 5-8 work week; they are never called for mandatory overtime.

Classification Specialists do not earn longevity. In 2014, a top step classification Specialist earned \$6,612.10/month while a 15 year corrections officer receiving a 5% longevity premium earned \$6,239.10 - almost 6% less.

Corrections officers have applied for, and been hired as, Classification Specialists.

The employer believes that the differences between the two jobs support different pay rates. The record supports a finding that a Classification Specialist is a different, nonuniform career path from a corrections officer. On this record, for the internal equity argument which is driving this Award, it makes more sense to look at the deputies.

Employer Proposal

The employer bases its wage proposal on three main concepts. First, due to the statutory limits on its ability to increase property taxes, it wants to have a fixed wage rate in the bargaining agreement. It advances that tying wage increases to a cost of living formula no longer makes sense when its own funding is not connected the cost of living scale. Second, it finds that the wages of its officers are higher than those of any of the comparators. Finally, the employer claims that its fixed rate increases offer parity with its internal comparators.

Given the county's financial limitations and the comparables' lower wages, the employer contends that any wage increase should be modest. It contends that its offer of 0% in 2013 and 1% in 2014 would keep the officers ahead of the external comparables without causing undue strain on the employer's budget.

Union Proposal

The Guild has one goal in its wage proposal: Close the wage gap between the officers and the Deputy Sheriffs.

The Guild relies on the Interest Arbitration Award for 2009-2011 that used a CPI based formula to determine wages: 95% of the increase in the CPI-W (All Cities) from September to September, with a minimum of 3% and a maximum of 6%. The formula was used because of comparability data which showed that "the Guild is too far behind to accept the same COLA deal that the County had worked out with its non-interest arbitral employees." *King County, (Lankford, 2009).*

The Guild uses this same formula for 2015, the third year of the contract. It claims that there were no errors in the Interest Arbitrator's reasoning, nor have there been any relevant changed circumstances since that Interest Arbitration Award. It also argues that its wage proposal reflects the officers' work load, the nature of corrections work, recovering parity with the deputies as well as covering increases in the cost of living.

Analysis of Wage Proposals

Since the stated purpose of the interest arbitration statute is "to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes ... that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes", the Panel is mindful that this proceeding is an extension of the bargaining process. Interest arbitration is not a way to bypass meaningful negotiations. It is a way to put the parties where they would be if the employees had the right to strike.

As the employer stresses, an award on wages should not be a compromise for the sake of compromise. Such an approach would encourage parties to take extreme positions with the hope of benefiting from 'splitting the difference'. *City of Kent*, (LaCugna, 1980) and *City of Bellingham*, (Latsch, 1996).

The employer could not run its criminal justice system without corrections officers. Corrections officers are professional. Unquestionably corrections work is hard work. Breaking up inmate fights is stressful and dangerous. Being attacked by an inmate

can leave an officer exposed to diseases that the officer then brings home to family members.

The Guild desperately wants to be equal to the Deputy Sheriffs and reap the benefit of their 25% increases over five years that started in 2008. Nevertheless, it produced no other county comparator where the road deputies and the corrections officers are paid the same wages. However, both prior Interest Arbitration Awards for the corrections officers did consider the Deputy Sheriffs as a close internal comparator. Given that the external comparables are so few and/or lag so far behind King County in generally accepted measurements, internal comparables become much more significant.

Since the Deputy Sheriffs took a wage freeze in 2013 and 2014, the employer emphasizes that any wage gap has not grown since the 2012 Interest Arbitration Award, which worked to narrow the gap. It continues to argue that the gap will not grow during the term of the contract because its wage offer to the Guild is the same or larger than that granted to the deputies. The employer asserts in its closing brief that the value of the 1% it offered the Guild for 2014 is greater than the 1.67% signing bonus for the deputies, due to overtime and compounding effects. There is no data in the record supporting this; the chart shows that the employer granted 5.67% in total increases to the deputies' pay and is proposing 5% total increases for the corrections wages.

The employer costs the Guild's wage proposal for three years as triple what other county employees will receive over four years. The employer argues that front loading the wages as the Guild proposes at 6% for 2013 and 6% for 2014 would cause massive

compounding effects in the later years. It costs the Guild's wage proposal at over \$17 million.

Given its market lead, the employer argues that the 2% increase it proposes in 2015 and 2016 would maintain the officers receiving above market for the remainder of the contract. This is, in part, speculation since the Panel was not supplied with 2015 and 2016 wage settlements for the comparable employers. The employer also advances that inflation has been at, or less than, 2% in recent years. Using the net hourly wage components of this Award, one may convert the employer's calculations to show that its proposed 1% increase for 2014 would keep the corrections officers 7.4% above, and the Corrections Sergeants 1.5% above, the comparable market.

As the Guild reminds us, when times were tough, the Guild stepped up and accepted a wage freeze for 2011. It concludes that the economy now has recovered. It asserts that King County has maintained and increased, healthy financial reserves above the minimum required by its own budgeting policies. However, the Panel understands that reserve funds are not to be casually dipped into to fund on-going wage costs. Maintaining healthy reserves is important as it allows the employer to retain its AAA bond rating, which carries the lowest interest rate.

The Guild wants to use internal equity consideration to achieve parity with the Deputy Sheriffs; the employer argues for the officers to be compared to the Coalition of Unions, a group that does not have access to interest arbitration. History shows that the corrections officers' wage settlements have been somewhere

between those two unions. This Interest Arbitration Award will maintain that relationship.

Award on Wages

YEAR	1-1-2013	1-1-2014	1-1-2015	1-1-2016	TOTAL
WAGE INCREASE	3.09%	2.67%	2%	2.5%	10.26%

The employer has agreed to a 2013 wage increase of 3.09% for most of its employees; it proposes 0% for the Guild. We agree with the Guild that given the CPI increased 1% by the 2013 measures, the employer's proposal for a wage freeze in 2013 creates a financial reduction for the bargaining unit members. The 3.09% number for 2013 should be one that the employer can live with for the corrections bargaining unit since it settled for that amount with the union which represents a majority of its unionized workforce.

Additionally, the employer has settled wages for 2014 with the Coalition with an increase of 1.67%, but it has only offered a 1% increase to the Guild. We see the 1.67% number again in the Deputies settlement, albeit as a signing bonus. In order to address, but not close, the gap between the corrections officers and their strong internal comparator, Deputy Sheriffs, the employer's offer to the officers is awarded with an additional 1.67%.

The employer's offer of 2% in 2015 is awarded. It is above what the deputies received. Since it is added to the base, it will be the gift that keeps on giving.

Changing from a formulaic to a fixed wage increase would greatly benefit the employer in budgeting. Using a set number for an outbound year puts the Guild at risk of possibly not getting a wage increase that will keep up with inflation. If the employer wants to break from a CPI formula and wants a fourth year in the agreement, it needs to give the Guild something that the Guild wants - to work toward closing the wage gap with the Deputy Sheriffs. Therefore, a 2.5% wage increase is awarded for 2016. This should not be read as banning CPI formulas forever. The parties' experience with the economics of 2016, along with the number of years they may propose for the duration of their next collective bargaining agreement, might well lead them back to a CPI formula.

ISSUE #2. Article 9, Section 2, Overtime Payment Rates

The Guild is proposing a change to the Overtime article of the collective bargaining agreement. Currently, if an officer is scheduled to work Monday through Friday, but took one day of sick leave on Tuesday, then was requested to work on Saturday, the officer would not get overtime pay for the Saturday hours worked. Additionally, if the officer volunteers for an overtime shift on Sunday before his or her workweek begins, then takes a sick day during the week, the officer forfeits the overtime pay for the Sunday work. The Guild wants to have scheduled work hours where the bargaining unit member took sick leave, thus not coming to work, be counted toward the threshold for overtime.

The Guild contends that its proposal would correct a problem. In the above situation, the officer would not volunteer to fill an

open shift on his or her days off because the officer would not receive time and one-half compensation. If no one volunteers to fill the open shift, the employer may be required to "mandatory" an officer to fill the shift. If an officer is "mandatoried" two times in 10 days, the employer has to pay double time for each hour of the second mandatory day.

The employer counters that the proposal would not solve the problem because the officers would rather be home with their families instead of volunteering for overtime shifts. Thus the employer questions why an officer would volunteer, under the new language, for a time and one-half overtime shift during a week when he or she called in sick.

The employer points out that no federal or state law requires that sick leave be counted as hours worked for overtime purposes.

Bargaining History

Prior to the Guild being formed in 1996, the corrections officers were represented by a different union. Under that union's prior collective bargaining agreement, all paid leave was counted as work hours for overtime calculations. In the Guild's first contract, the employer proposed that no paid leave - sick leave, vacation, or comp time - be used as hours worked for the purposes of overtime.

The Guild submits that its acquiescence to the employer's rigid bargaining position on this issue was due in part to the fact that it lacked funds during its startup days to take the matter to interest arbitration. The employer counters that the Guild gave

up this proposal to get a higher wage settlement. Over the years, during negotiations, the Guild has continually proposed to have paid leave restored to the overtime calculation.

In 2000, the employer wanted to be able to have certain prisoners booked into the Kent City Jail. In exchange for this flexibility, the employer agreed to restore all paid leave - except sick leave - to the threshold of hours counted as worked for overtime purposes.

Comparables

Both of the Guild's West Coast comparables, Riverside County and Santa Clara County, consider sick leave as hours worked for the purpose of calculating when overtime should begin.

Additionally, all three of the Washington counties that the employer uses as comparable employers - Pierce, Snohomish and Spokane - count sick leave toward the overtime threshold. Only Multnomah County, Oregon does not.

Other King County Employees

Currently, King County has agreements with certain other bargaining units to count sick leave hours used to calculate when overtime begins. In some other cases, the employer has agreed that any work on a regular day off will be paid at the overtime rate.

Other employer bargaining units that follow the Guild's concept are:

- The Amalgamated Transit Union, Local 587, collective bargaining agreement (covering approximately 4,000 members) requires payment of overtime for all hours worked on a regular day off.
- The Teamsters, Local 117, contract (covering approximately 600 members) has overtime awarded after a member is compensated for 40 hours in a work week.
- The Joint Crafts Council agreement (covering approximately 450 members) calls for overtime to be paid for all compensated hours in excess of eight per day or 40 per week.
- Marshals, represented by the King County Court Protection Guild, and the Facilities Management Division Security Guards both receive overtime compensation for hours worked over their scheduled work week, even if they used sick leave during the week.

The KCPOG ratified a tentative agreement that it had reached with the employer during this interest arbitration proceeding. In that tentative agreement, the parties changed the way overtime was calculated. They deleted the daily and weekly overtime thresholds. The contract language now requires that time and one-half overtime be paid "for all hours worked inclusive of lunch period, outside of the employee's regularly scheduled shift."

However, two other agreements for bargaining units that are within the DAJD do not include sick leave as hours worked for purposes of overtime. The parties stipulated that the juvenile detention contract does not count sick leave for overtime. Additionally, the Captains' contract does not include sick leave as hours worked.

Cost

The Guild contends that the cost of its proposal is modest. In a response to an information request by the Guild, the employer answered that in 2012 overtime hours paid at straight time totaled \$43,509. If that overtime had been paid at time and one-half, it would have cost \$65,263. The increased cost of including sick leave in overtime compensation for 2012, would have been \$21,754.

Since the employer offered no evidence on the cost of this proposal, the Guild argues that its contention that the cost is low is accurate and undisputed.

Conclusion

The Guild has established that a problem exists: Getting officers to volunteer fill open shifts. The employer characterizes the Guild's proposal as too speculative; it does not believe that including sick leave hours would incentivize officers to volunteer to work their days off. Ironically, the employer's argument here is also based on speculation. Certainly, if an officer has taken sick leave during the work week, there is little incentive to give up a day off for straight time pay. The employer argues that there are more targeted ways for the parties to address the issue than changing the contractual treatment of sick leave. However, the employer is not proposing a more targeted solution; it is proposing to maintain the current contract language.

Consideration of similar employers supports the Guild's proposal. With the exception of the one Oregon county, comparable counties proposed by both parties to this Interest Arbitration count sick

leave hours when calculating the overtime threshold. The concept is not an anathema to the employer since it follows the Guild's proposal with certain other bargaining units; this is not a "reasoned principle" issue. The employer has continued to resist contract language here that it has accepted in other collective bargaining agreements. In fact, the employer counted sick leave hours toward the overtime calculation for this bargaining unit prior to the members changing to be represented by the Guild. The Guild's proposal fixes a problem for a relatively low cost.

The Arbitration Panel awards the Guild's proposal on Article 9, Section 2, Overtime Payment Rates.

ISSUE #3. New section: Parking

Current parking practices differ for the members of the bargaining unit. If an officer bids any shift at the MRJC jail in Kent, that officer does not have to pay for parking. (The City of Kent has an ordinance banning paying for parking; all parking in Kent must be free.) If an officer bids the second or third for the downtown KCC jail, that officer does not have to pay for parking. If an officer bids first shift (day shift) or fourth shift (day time court detail), in the downtown KCC jail that officer *does* have to pay for parking.

The Guild is proposing that no officer should pay for parking. Specifically, it proposes adding to Article 8, Wage Rates, a new "Section 9. Free Parking. The County shall provide free parking for all employees regardless of their work location." The Guild explains the intent of its proposal is to have the employer provide

free parking in its garage only, so that officers could not park anywhere they wanted to and have the employer reimburse them for the parking expense.

The employer proposes that a new section be added to Article 12 Miscellaneous, which would read:

The County shall reimburse employees for parking expenses at County managed lots when such expenses are incurred as a direct result of an unexpected reassignment. Except as provide in this paragraph, the County shall not be obligated to pay for employee parking. Bargaining unit employees shall be permitted to purchase parking in County managed lots in accordance with the County's parking ordinance at the rates consistent with the rates paid by other County employees.

The employer wants to change the status quo to have all officers working in the downtown jail pay for parking, unless the officer is working a mandatory overtime shift.

Approximately 114 of the 550 Guild members pay for parking, either on sporadic days, or monthly by payroll deduction. The county owned Goat Hill Parking Garage is across the street from the downtown jail. Parking at the Goat Hill garage costs \$15.00 per day or \$290.00 per month. The \$290.00 fee represents approximately 4.9% of a top step corrections officers' monthly pay. In 2013, 49 Guild members used payroll deduction to pay for monthly parking fees; the fees of the 49 officers totaled \$91,935.75. Through July of 2014, 43 Guild members had paid \$43,769.50 for parking by payroll deduction.

The Goat Hill Parking Garage is open to members of the public to park their vehicles. The employer operates the Goat Hill facility at a profit. That garage returned approximately \$300,000 net revenues to the county's general fund. There are 782 parking spaces in Goat Hill; the garage is generally 85% full between 9:00 a.m. and 2:00 p.m. on weekdays.

Officers working Shift 1 or Shift 4, both day shifts, are the ones that can be assigned mandatory overtime on short notice. Guild President Weaver testified that if an officer knows that he is in the top 10 for a mandatory overtime assignment, the officer will drive to work to avoid the inconvenience of having to rearrange his commuting schedule. Weaver also testified that the pay-for-parking situation influences how some officers bid for shifts.

The employer emphasizes its commitment to protecting the environment and to reducing congestion by limiting the number of cars being driven into the city. It gives an Orca Pass, which allows free bus or train rides, to county employees including Guild members. It also subsidizes a Van Pool program which is available to Guild members. Weaver, himself, is in a Van Pool. He pointed out that the cost of gasoline to commute to work every day would be more than the cost of the Van Pool.

By ordinance, the employer provides free parking in county parking facilities to Deputy Sheriffs for their patrol cars, or if they are required to drive their personal vehicle downtown for county business. Other jail employees, such as the Jail Health Services employees and supervisors, are able to park their cars in the downtown jail building for free. The employer provides free

parking for it sheriff's marshals and juvenile detention employees, although the detention workers do not work downtown. In its collective bargaining agreement with the King County Security Guild, the employer agreed to language stating: "The County agrees to provide County garage parking at no cost to bargaining unit employees who are assigned to work in the Downtown Courthouse Complex.

The employer suggests that if free parking was offered, many more day shift officers would drive into the city. Such speculation cannot be a reason to allow a gross inequity to continue.

The employer should be commended on taking steps toward protecting the environment. Its commitment to encouraging the use of mass transit through its Orca Pass cards and the Van Pool program is a great benefit to current and future generations of citizens. The employer, however, does tolerate other employee groups having free parking. The employer should also be concerned about a potential morale issue between day shift employees at KCC and those at RJC.

The parties' current practices about parking fees have created a significant inequity among bargaining unit members. The Guild's proposal corrects this inequity. The employer's proposal increases the imbalance. Obviously, an officer working at the MRJC jail takes home more money than one working day shift in the downtown Seattle jail who is paying for parking.

An employer and a union should share a goal of having employees who do the same work also having the same working conditions. The Guild's proposal does that. The employer's proposal drives a

bigger wedge into the bargaining unit. The employer sees its proposal as treating everyone who works downtown the same. This view ignores a significant impact of the proposal: It would have a negative effect on employees on two out of four shifts downtown. There is not enough justification in the record to call for such a financial step backward.

The panel awards the Guild' proposal, with language to be included that reflects the Guild's intent that employer is to provide free parking in its garages only.

ISSUE #4. Article 15, Section 1, Ammunition

Under current contract language, the employer is required to supply up to 250 rounds of practice ammunition per month for each "gun qualified" corrections officer/sergeant for use at a range under supervised conditions. Gun qualified employees may ask to have two months' worth of ammunition issued at one time, during any sixty day period.

The employer is proposing to change the allocation of practice ammunition from 250 rounds to 50 rounds per month. The Guild wants to maintain the current language. In the Guild's first collective bargaining agreement, covering 1997 - 1999, the issuing of practice ammunition was increased from 100 rounds to the current 250 rounds.

Of the 550 bargaining unit members, approximately 280 officers and sergeants are gun qualified. Once gun qualified, the employee receives a 3% pay premium for all hours worked. The premium is

given whether or not the officer's daily assignment requires that the officer be armed. The employer controls how many employees may be recognized as gun qualified at any one time; an officer may not, on his or her own volition, become gun qualified and demand the 3% premium.

The purpose of supplying practice ammunition is to have officers who have already gained their gun qualification, maintain their proficiency through practice at gun ranges. The employer has seen a national shortage of practice ammunition. It has struggled to maintain enough rounds to meet its contractual obligation.

Two times a year, a gun qualified officer must be tested to insure that his or her skill level is being maintained. The test consists of firing 50 rounds of duty ammunition, supplied by the employer, from various places at the gun range. To retain the qualification, the officer must score 80%. The actual passage rate is higher, coming in at over 92%.

If an officer does not pass the test, the employer offers an immediate retry. If the officer fails to pass again, he or she must go through a remedial course of training. The Guild offered an exhibit that showed approximately 6% of gun qualified officers need remedial training. After the training course, the officer is given a third, and fourth if needed, test to qualify. If the officer fails to pass the fourth test, he or she loses the 3% pay premium, but continues to be able to draw ammunition to practice for requalifying in six months.

The employer argues that the current 250 round requirement is higher than what other agencies in the area supply, even where

employees are required to be armed on a daily basis. The employer offers: King County Sheriff's Deputies receive 100 rounds per month; Seattle Police Officers receive 50 rounds per month; Pierce County Sheriff's Deputies receive 120 rounds per year; and Snohomish County does not provide any practice ammunition for its corrections officers.

The employer costs the 250 round requirement at \$152,900 annually. (It offers that a 50 round box costs \$8.44.) The employer submits that changing the requirement to one 50 round box per month would cost \$30,500 per year. Thus, it claims that it would realize a savings of over \$120,000. The Guild claims that this cost is exaggerated since it assumes that each gun qualified officer will draw the full 250 rounds every month for the year. However, the Panel finds that the employer is justified in calculating its total exposure to expenses set out in contract language.

The Guild contends that the employer has benefited from its acknowledged "remarkable improvement in both marksmanship and weapons handling", citing a General Information Bulletin (GIB) issued August 14, 2014. The GIB attributed the improvement to three factors. First, the department's Firearms Instructors who "contribute a great deal of their own time and resources helping officers improve." Second, the "effort and positive attitude put forth by the firearms qualified officer." And third, the fact that gun qualified officers are "drawing practice ammunition at a greater rate than ever before".

It is ironic that the Guild objects to the employer using the King County Deputy Sheriffs as a comparable on this issue, but it wants to compare to the deputies for wages. The Guild acknowledges that

the reduction in practice ammunition would save the employer money, but characterizes the savings as "trivial."

The Guild offered two witnesses, Firearms Instructor David Kirk and Corrections Officer Fred McKinney, who testified that if the practice ammunition was reduced to 50 rounds per month, that the number of officers failing the qualification course and needing remedial training would increase. Although, at this point, this is speculation, the employer would be well served to track this number and offer the 250 rounds to employees needing remedial training.

The employer argues that the 250 round practice ammunition requirement is excessive, unnecessary and an imprudent use of resources. The employer points out that its records show that gun qualified officers have proven their proficiency on the shooting course. Further, the record shows that officers are not using all of the allotted ammunition, yet the employer has to have it available by contract language. The employer asserts that the Guild acknowledges that the quality of practice is more important than the quantity of rounds shot because the rote practice of bad habits ingrains them to the officer's detriment.

The employer has met its burden of proof to change the current contract language. There is no record that the Guild's comparables, or the comparable counties in Washington and Oregon, supply practice ammunition at 250 rounds per month. The employer's proposal will not change the 3% pay premium for being gun qualified for all hours worked. Nor will it change the employee's ability to draw two months' worth of practice ammunition at a time. It is a better use of the employer's money

to have the savings here to go fund across the board wage increases for the benefit of the entire bargaining unit.

INTEREST ARBITRATION AWARD

Both the county partisan panel member and the Guild's partisan panel member were passionate advocates for their interests during the Panel's deliberations, as well as when reviewing drafts of the Award. It has been my pleasure and honor to serve with them on this Interest Arbitration Panel.

Any arguments presented in briefs not cited within this decision were found to be non-persuasive or immaterial. In addition to incorporating all of the tentative agreements that the parties reached during negotiations, the parties' 2013-2016 collective bargaining agreement will include the resolutions of the issues as detailed above. The resolution of the five issues certified to Interest Arbitration is summarized below.

ISSUE #1. Article 8, Wage Rates and ISSUE #5. Article 24, Duration:

YEAR	1-1-2013	1-1-2014	1-1-2015	1-1-2016
WAGE INCREASE	3.03%	1.67%	2%	2.5%

ISSUE #2. Article 9, Section 2, Overtime Payment Rates:

The Guild's proposal to include sick leave hours in the calculation of overtime is awarded.

INTEREST ARBITRATION AWARD

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ISSUE #1. Article 8, Wage Rates and **ISSUE #5.** Article 25, Duration:

YEAR	1-1-2013	1-1-2014	1-1-2015	1-1-2016
WAGE INCREASE	3.09%	2.67%	2%	2.5%.

ISSUE #2. Article 9, Section 2, Overtime Payment Rates:

The Guild's proposal to include sick leave hours in the calculation of overtime is awarded.

ISSUE #3. New section Parking:

The status quo will continue with the addition of the Guild's proposal that "The County shall provide free parking for all employees regardless of their work location" with additional language to be included that reflects the Guild's intent that employer is to provide free parking in its garages only.

ISSUE #4. Article 15, Section 1, Ammunition: The employer's proposal to change the allocation of practice ammunition from 250 rounds to 50 rounds per month is awarded.

ISSUED in Chehalis, Washington, this 18th day of May, 2015.


KATRINA I. BOEDECKER, Arbitrator

The employer's Partisan Arbitrator dissents from this Award and therefore has not signed onto the Award.

RICHARD HAYES, County Partisan

The Guild's Partisan Arbitrator concurs with the Award. She signs in absentia.

LINDA HOLLOWAY, Guild Partisan

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CERTIFICATION OF MAILING

I certify that on this 18th day of May, 2015, I served the foregoing arbitration award upon the parties listed below, by U.S. postal service, **certified mail**, postage prepaid, a true, exact and full copy thereof to :

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I certify that on this 18th day of May, 2015, I served the foregoing arbitration award upon the parties listed below, by U.S. postal service, postage prepaid, a true, exact and full copy thereof to :

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