BEFORE THE ARBITRATOR

CITY OF TUKWILA, Employer, and TUKWILA POLICE COMMANDERS ASSOCIATION / FRATERNAL ORDER OF POLICE, GREEN RIVER VALLEY LODGE, NO. 27 Union.	)	INTEREST ARBITRATION AWARD PERC No. 130514-I-18

Kenyon Disend PLLC, by **Kendra Comeau**, Attorney at Law, and **Rachel B.** Turpin, Attorney at Law, appeared on behalf of the Employer.

Michael E. Coviello, Associate General Counsel, appeared on behalf of the Union.

On March 26, 2018, Michael Sellars, Executive Director of the Public Employment Relations Commission certified that the City of Tukwila (Employer) and the Tukwila Police Commanders Association (Union) were at impasse in their collective bargaining negotiations, and that certain issues would be submitted for decision in interest arbitration proceedings. By agreement of the parties, Kenneth James Latsch was selected to serve as interest arbitrator in the dispute. The parties waived the use of a panel, presenting their cases only to the interest arbitrator.

A hearing was conducted on August 1 and 2, 2018, in Tukwila, Washington. During the course of the hearing, the parties presented testimony and documentary evidence in support of their respective versions of the facts at issue. The parties submitted post-hearing briefs on October 5, 2018. The briefs were received in a timely manner, and the hearing was closed.

APPLICABLE STATUTORY PROVISIONS

When certain public employers and their uniformed personnel cannot reach agreement on new or replacement contract terms through negotiation and mediation, RCW 41.56.450 specifies that interest arbitration will be used to resolve their contractual dispute. The parties stipulate that RCW 41.56.450 applies to the instant case.

The intent of the law 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. *Pacific County*, PERC Case 24235-1-11-572 (Siegel, 2012).

RCW 41.56.465 sets forth criteria which must be considered by the Arbitrator in deciding the issues in dispute:

> (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:
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> (a) The constitutional and statutory authority of the employer;
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> (b) Stipulations of the parties;
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> (c) The average consumer prices for goods and services, commonly known as the cost of living;
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> (d) Changes in any of the circumstances under (a) through (c) of this subsection during the pendency of the proceedings; and
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> (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.
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> *City of Everett* Interest Arbitration PERC Case No. 25228-1-12-612

For employees listed in RCW 41.56.030(7) (e) through (h), 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 public fire departments of similar size on the west coast of the United States. However, when an

adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered. The statute does not provide guidance as to how much weight should be given to any of these standards or guidelines but leaves that determination to the Arbitrator's reasonable discretion.

BACKGROUND INFORMATION

The City of Tukwila (Employer) provides a number of municipal services to local residents. Situated at the crossroad for two major highways (I-5 and I-405) and located within several minutes from SeaTac Airport, the Employer confronts challenging issues from a diverse retail/commercial, warehousing and manufacturing sector while also maintaining services for residential consumers. At the time of hearing, the City of Tukwila had a population in excess of 19,000. Given the unique blend of employers in the area, the City of Tukwila's daytime population increases by over 10,000.

The Employer is under the general policy direction of an elected seven member City Council, and an independently elected Mayor. The Tukwila City Council members are elected at-large, with elections conducted in odd-numbered years. The Council Members are elected to four year terms, and each year, the City Council elects a Council President who holds that position for one year. The City Council is responsible for adopting the Employer's biennial budget and routinely ratifies collective bargaining agreements reached with the unions representing city employees.

The City of Tukwila employs 324 full time equivalent (FTE) and 17 part time equivalent (PTE) employees. The Employer has collective bargaining relationships with the International Association of Firefighters, Local 2088 for a bargaining unit of non-supervisory firefighting personnel. In addition, the Employer has a bargaining relationship with Teamsters Union, Local 763 on behalf of employees in several job classifications. Local 763 represents employees in four separate bargaining units: Administrative/Technical personnel; Mechanic and Trades; Program Managers; and Professional and Supervisory employees.

Of particular importance to this matter, the Employer provides law enforcement services through the Tukwila Police Department (Department). The Tukwila Chief of Police, who is

appointed by the Mayor and is confirmed by the Tukwila City Council, is in charge of the department. The Chief is supported in his management work by a Deputy Chief, five Police Commanders (the group involved in the instant proceeding), and a non-commissioned Senior Records Manager.

The Chief also receives support from the Chief's Assistant, a full-time Recruiter, a Public Information Officer, a Community Policing Coordinator and a Crime Analyst. At the time of hearing, the department had a staff of 98 personnel, of which, 79 were commissioned officers. Non-supervisory commissioned employees of the Department are represented for purposes of collective bargaining by the Tukwila Police Guild.

The Tukwila Police Commanders Association (Union) represents a bargaining unit of supervisory police personnel, which the Employer classified as "Administrative Managers" at the time that they were organized for purposes of collective bargaining in 2010. At the time of hearing, there were five members of the Police Commander bargaining unit.

The commanders report to the Police Chief and are responsible for overseeing departmental divisions within the police department, including patrol, special operations, investigations, and professional standards. Commanders are expected to have two years of college, with four years preferred.

Originally, the commanders were organized for collective bargaining by the United Steel Workers Union. The commanders later voted to have the Fraternal Order of Police represent them for bargaining purposes, and this interest arbitration proceeding arises from the parties' negotiations for a first contract under the new representational model.

THE ISSUES

Based on the "14 day proposals" submitted by the parties pursuant to WAC 391-55-220, the issues presented for interest arbitration in this proceeding are:

1. Article 5, Section 5.3 – Medical Insurance for 2018
2. Article 7, Sections 7.1 and 7.2 – Salary Schedules for 2017 and 2018
3. Article 16, Section 16.1 – Duration of Agreement (Effective dates)

Medical Insurance

The Employer's Proposal (new proposed language underlined)

Article 5 – Management Benefits

Section 3 Medical Insurance

The Employer shall pay the full premium cost for medical coverage (for employees and their eligible dependents) under the Self-Insured Medical Plan up to a maximum increase of eight percent (8%) each year. Any increase above 8% will be paid by the employee through payroll deduction; provided bargaining unit members shall not pay premium costs that exceed that which is paid by members of the Tukwila Police Officers' Guild during the term of this Agreement.

In the event the monthly premiums increase more than eight percent (8%) in 2018 or 2019, the Employer or the Union have the right to reopen the Agreement to negotiate changes in the Self-Insured Medical Plan benefit level so that the increase in medical premium costs does not exceed eight percent (8%).

In August of each year the Tukwila Health Care Committee will meet to review the actual costs of the Plan from September 1st of the previous year through August 31st of the current year. The actual costs together with any projected increase to the Tukwila Self-Insured Medical Plan shall be used by the City to determine the premium costs for the following year.

For employees who elect medical coverage through Kaiser-Permanente, the Employer shall pay up to the maximum dollar amount contribution to the Self-Insured Plan for employee and dependent coverage. Any premium amounts in excess of the Employer's contribution shall be paid by the individual employee through payroll deduction. Coverage under the Kaiser-Permanente Plan shall be determined by Kaiser-Permanente.

Effective January 1, 2018, the Union accepts the following changes in plan design: The changes are: Increase co-pays for Specialist to $40 (from $25). Complex imaging to $100 (from $0), and Urgent Care to $50 (from $25) and Change to the Envision Select Formulary.

The Union's Proposal

The Union proposes no increase in insurance premiums during the term of the agreement.

Salary Schedule

The Employer's Proposal

Article 7 – Salaries

Section 7.1 Salary Schedule for 2017

Effective upon the date of the arbitration award, the 2016 salary schedule shall be adjusted by 2.6% across the board.

Section 7.2 Salary Schedule for 2018

Effective upon the date of the arbitration award, the 2017 salary schedule shall be adjusted by 3.0% across the board.

The Union's Proposal

Article 7 – Salaries

Section 7.1 Salary Schedule for 2017

Effective upon the date of the arbitration award, the 2016 salary schedule shall be adjusted by 6.2% across the board.

Section 7.2 Salary Schedule for 2018

Effective upon the date of the arbitration award, the 2017 salary schedule shall be adjusted by 3.0% across the board.

Duration

In its "14 day" submission, the Employer explains that the parties reached agreement on a three year contract duration. However, the parties were not able to reach agreement on the amounts to be used for proposed wage increases for the third year of the collective bargaining agreement. Accordingly, the following award is based on a two year contract duration, covering 2017 and 2018.

PRINICIPLES OF THE INTEREST ARBITRATION PROCESS

Before discussing the issues that must be decided, it is appropriate to set forth general principles that have been applied in interest arbitration cases. Arbitrator Carlton Snow set

forth the controlling principle for interest arbitration decisions in *City of Seattle*, PERC Case No. 6502-1-86-148 (Snow, 1988):

> [A] goal of interest arbitration is to induce a final decision that will, as nearly as possible, approximate what the parties themselves would have reached had they continued to bargain with determination and good faith.

A number of other arbitrators have agreed with Arbitrator Snow's analysis. See: *Kitsap County Fire Protection District No.7*, PERC Case No. 15012-1-00-333 (Krebs, 2000); and *City of Centralia*, PERC Case No. 11866-1-95-253 (Lumbley, 1997). Arbitrator Snow's observation serves to provide a general framework for analyzing specific language and wage proposals.

In addition, other legal principles have developed in interest arbitration litigation. Interest arbitration is conducted in the context of past negotiations and future contractual terms. The arbitrator must be mindful of the parties' bargaining history to provide an appropriate context for an award that will set their future rights and obligations. See *City of Seattle*, PERC Case No. 6576-1-86-150 (Beck, 1988). As noted in Elkouri and Elkouri, How Arbitration Works, Sixth Edition (BNA, 2003): interest arbitration is more nearly legislative than judicial.

> .. our task here is to search for what would be, in the light of all the relevant factors and circumstances, a fair and equitable answer to a problem which the parties have not been able to resolve by themselves.

An arbitrator must consider the parties' bargaining history as expressed in their most recent collective bargaining agreement. As Arbitrator George Lehleitner reasoned in *City of Yakima*, PERC Case No. 15379-1-00-346 (Lehleitner, 2000):

> When a party seeks to change existing contract language, it is incumbent upon them to come forward with compelling reasons to justify the proposed language. This is particularly true where the language has been in the contract for many years and there has been no showing of problems with its application.

The reluctance to change existing contract language is particularly strong when it comes to recently modified contractual terms. In most cases, an arbitrator will change recently modified contract language only if the moving party can prove that the language at issue did

not achieve its objective or if it had unintended consequences. *City of Camas*, PERC Case No. 6303-1-02-380 (Wilkinson, 2003).

COMPARABILITY

RCW 41.56.465 specifies that I must compare the wages, hours and conditions of employment of the Everett Firefighters 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", unless there are sufficient comparators to be found in Washington State. However, as the Employer notes in its closing brief, arbitrators are not instructed to give one statutory factor precedence in fashioning an arbitration award. Concurring with Arbitrator Lehlitner, Arbitrator Alan Krebs stated:

> Arbitrators are generally mindful that interest arbitration is an extension of the bargaining process. They recognize those contract provisions upon which the parties could agree and decide the remaining issues in a manner that would approximate the result the parties would likely have reached in good faith negotiations considering the statutory criteria. A party proposing new contract language has the burden of proving that there should be a change in the status quo.
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> *Clark County*, PERC Case No. 26409-I-14 (Krebs, 2015)

Arbitrator Jane Wilkinson reached a similar result in *Pierce County Fire District 2*, PERC Case No. 6881-I-87 (Wilkinson, 1988), where she noted that " a 'reasonable negotiator' would carefully consider the relative advantages and disadvantages (including the ramifications) of the proposals being made".

Arbitrators have routinely used mutually agreed upon comparators as the basis for comparability analysis. *City of Lynnwood*, PERC Case No. 24694-1-12-588 (Beck, 2013). However, arbitrators do not feel constrained to rely only on stipulated comparables if other comparables are available and apply to the case at hand.

In this case, the parties agree on several comparable jurisdictions, but not all of the proposed comparators. The Employer contends that the following jurisdictions are comparable:

- Bainbridge Island
- Des Moines

- Edmonds
- Issaquah
- Lakewood
- Lynnwood
- Mukilteo
- Marysville
- Puyallup

The Union argues that the following jurisdictions should be considered to be comparable to the City of Tukwila:

- Bothell
- Bremerton
- Lakewood
- Lynnwood
- Marysville
- Puyallup
- Redmond

It appears that the parties stipulate to the use of **Lakewood, Lynnwood, Marysville** and **Puyallup** as comparable jurisdictions. During the course of hearing, the Arbitrator ruled that Bremerton would not be used as a comparable. Accordingly, I find that the jurisdictions that have been agreed upon will be used as comparable, and I will determine which other jurisdictions should, or should not be added. In making that determination, I must address the parties' differing approaches in determining comparability.

The Employer's Analysis

As part of its analysis of comparable jurisdictions, the Employer notes that it used principles set out in a local ordinance that deals with compensation policy. Adopted in 2013, Resolution 1796 deals with compensation for represented and non-represented employees of the City of

Tukwila. For purposes of this case, several sections of the resolution are instructive as to the Employer's position:

> **A. Information to be provided to the City Council.**
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> 1. **For represented Employees.** A written presentation of current internal and local external public agency salary and benefit trends, including a salary and benefits market survey of comparable jurisdictions, as defined herein, will be provided to the City Council. The presentation must be made to the Council prior to the commencement of negotiations with the bargaining units regarding salary and benefits. The City Council and Administration will discuss represented employee group negotiations expectations, negotiating points, salary and benefit change floors and/or ceilings prior to the beginning and at appropriate points during negotiation sessions.
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> * * *
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> **B. Compensation Policy.**
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> 1. All Puget Sound jurisdictions with +/- 50% of Tukwila's annual assessed valuation, based upon the Department of Revenue data, will be used to create the list of comparable jurisdictions for both represented and non-represented employee groups.
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> * * *

Based on the Employer's methodology, its jurisdictions proposed as comparable were cities:

- with like personnel in like jobs;
- of similar size in the Seattle labor market with geographic proximity in consideration of employee zip codes;
- with comparable assessed valuations; and
- with similarly sized police departments.

Of the Employer's proposed comparables, five jurisdictions do **not** have collective bargaining relationships with police command personnel:

- Bainbridge Island
- Edmonds
- Issaquah
- Marysville
- Mukilteo

Tukwila' population was listed as 19,600. Using the Employer's proposed +/- 50% range, the proposed comparable populations ranged from 21,240 (Mukilteo) to 65,900 (Marysville). Police department staffs ranged from 21 commissioned officers (Bainbridge Island) to 100 (Lakewood). Finally, Tukwila's assessed valuation of $5,764,000,000 was higher than Des Moines ($3,229,000,000), Lakewood ($5,410,000,000), Lynnwood ($5,654,000,000), Mukilteo ($ 4,354,000,000) and Puyallup ($5,148,000,000).

The Employer argues that the Union's list of proposed comparables should not be considered because it is not an accurate reflection of what comparability means in this case. For example, the Employer maintains that Redmond does not have any personnel in like positions, and Redmond command officers are not organized for the purposes of collective bargaining. The Employer notes that Kent has an assessed valuation more than twice that of Tukwila ($15,000,000,000 vs. $5,764,000,000) and a police department more than twice the size of the Tukwila Police Department.

The Employer also raised a concern that an excessive pay increase could lead to "compression" between bargaining unit members and the police chief and deputy chief positions. The Employer argued that such a result had to be avoided, and that its proposed wage increase was appropriate for this concern as well.

Finally, the Employer notes that this case deals with an analysis of "base wage rates" only, and that it does not include analysis of additional forms of compensation that are often found in uniformed interest arbitration cases. For example, the Employer argues that specialty pay cannot be used to compare Tukwila with other jurisdictions, and that the only true analysis should be on the base rate of the positions involved in these proceedings.

The Employer also presented evidence that the parties traditionally put all specialty pays into the base wage for purposes of negotiation, and that separate premiums were not paid. Taken together, the Employer maintains that its set of proposed comparables and focus on base rates proves that its salary proposal should be adopted as part of this interest arbitration award.

The Union's Analysis

The Union argues that the Employer's analysis is not complete, and is limited to two primary factors: the statutory criteria found in RCW 41.56.465, and the contents of Resolution 1796, quoted above. The Union notes that the resolution was unilaterally adopted, and that the Union did not have any part in the adoption of the local legislation. The Union further maintains that the resolution should not be regarded as the primary source of guidance for all employee groups, whether represented or non-represented. Finally, the Union objects to the resolution because it sets artificial limits on how wage increases should be awarded.

As to the statutory provisions found in RCW 41.56.465, the Union argues that the language does not define how to determine what "similar size" means, nor does it define what a "like employer" really is. Those issues are reserved to determination by an arbitrator after hearing and considering the facts presented in a specific case.

The Union argues that its analytical model is based on seven factors related to law enforcement activities. At the hearing, the Union's analysis was explained by Wade Steen, a certified public accountant who has background in police union negotiations. As explained by Mr. Steen, the seven factors were:

- population
- total commissioned officers
- total full-time employees
- total assessed valuation
- group A and B offenses
- total officers per 1,000 residents

The Union notes that the Employer's primary analytical tool is assessed valuation within a limited geographical area, and that such an analysis leads to a distorted view of the true economic forces affecting this bargaining unit. The Union properly notes that "ability to pay" is not at issue, so the Employer's focus on assessed valuation should be dismissed, since it has sufficient funds to address any proposed wage increase.

The Union further challenges the Employer's proposed list of comparable jurisdictions because they are not, in fact, representative of the kind of work being performed by bargaining unit employees in Tukwila. For example, Bainbridge Island does not have a position of "commander", and only has a 22 officer police force. The Union maintains that its proposed list of comparables are based on an objective set of criteria that should be used to determine the appropriate wage increase in this case.

This interest arbitration proceeding is as much about comparability analysis as it is about the appropriate wage increase to be awarded. The parties have fundamental disagreements about the scope and application of comparability, and it appears that much of their bargaining centered on these disagreements. While the Employer focuses on assessed valuation as a primary comparator, the Union seeks to extend comparability into operational issues faced by Tukwila and other potential comparables.

Arbitrator Jane Wilkinson explained the use of population and assessed valuation as primary comparability factors in *City of Camas* PERC Case No. 16303-1-02-380 (Wilkinson, 2003):

> There are so many arbitration awards that have considered only population and assessed valuation as a measure of size that no citation is needed. These awards have spanned many decades without any correction from the Legislature or the courts. Thus, I emphasize that it is both usual and appropriate to confine one's inquiry to the population and assessed valuation indicators (with consideration also given to geographic proximity) as is seen from any interest arbitration adjudications.

Arbitrator Howell Lankford noted that it is common to relate population size to assessed valuation in comparability analysis. Arbitrator Lankford explained his reliance on "per capita assessed valuation" as follows:

> It can be argued that assessed value per capita is at least as significant as simple assessed value in determining the 'economic size' of a potential comparable.
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> *Clark County*, PERC Case No. 23615-1-10-559 (Lankford, 2012)

I have reviewed the positions set out by the parties, and I conclude that both parties have reasonable arguments. The Union has attempted to use a set of proposed comparables that

would bring in larger jurisdictions, while the Employer focuses on a set of local comparables within a much narrower measurement range.

I conclude that the Employer's set of comparables should be used for this case. The Employer's proposed comparables uses a well-established model for comparability (+/- 50%) on population and assessed valuation, and it is clear that such a model has been applied in a number of interest arbitration proceedings throughout the State of Washington. In addition, I find that the Employer's proposed comparable jurisdictions are within the traditional labor market in which the City of Tukwila would have to compete for recruitment and retention purposes. The Employer's approach to comparability, as expressed in its city ordinance, explains a clear and objective set of criteria for the application of wage increases for the police commanders. As the Union properly notes, the ordinance was adopted without negotiations, but the ordinance sets out a reasonable approach for bargaining, and while it is not dispositive of any particular issue, it shows that the City of Tukwila approached bargaining with a reasonable methodology to reach agreement.

WAGE INCREASE

Given that I have adopted the Employer's comparables for this case, I must address the appropriate wage increase to be granted. Both parties agree that a 3% increase in the contract's second year is acceptable, so the only dispute is how much should be awarded for the first year. As noted above, retroactivity is not available in this case, so the first year increase would be effective as of the date of this arbitration award.

I have studied all of the arguments for and against the two wage increases at issue. I have to make an award that I believe would be a logical extension of the collective bargaining negotiations that the parties were engaged in. Accordingly, I will award that the Employer's proposed wage increase will be granted in this case.

The range of wage increases in the Employer's comparables shows that the Employer's proposed 2.6% increase for the 2017 salary schedule was well within the range of wage increases in the list of comparables and that it is above average for a majority of those jurisdictions. I also note that the Employer's concerns about compression are well-founded

and have an effect on this decision. The Union's proposed wage increases would be much higher than the command staff members that have already received their increases. While it must be emphasized that each bargaining unit must be treated individually in an interest arbitration proceeding, I must acknowledge that wage increases do not take place in a vacuum, and the Employer has a legitimate interest in maintaining its overall wage structure.

The Union's proposed 6.2% increase is simply not supported by the data I examined. Even if the Union's set of comparable jurisdictions was used, the Union's proposed salary increase would be very substantial and above the amounts generally included in the Union's list of comparable jurisdictions. The Union's efforts to secure a substantial wage increase for its members is commendable, but I must fashion an award that is reasonable for the circumstances and for the general market that the parties find themselves in. The Employer's proposed wage increase of 2.6% will be awarded for 2017, and a 3% increase will be awarded for 2018.

MEDICAL INSURANCE

Apart from the base wage increase, the parties disagreed over the Employer's proposed change in medical insurance language. The Employer has proposed a new requirement for insurance coverage, inserting the following language:

> Effective January 1, 2018, the Union accepts the following changes in plan design: The changes are: Increase co-pays for Specialist to $40 (from $25). Complex imaging to $100 (from $0), and Urgent Care to $50 (from $25) and Change to the Envision Select Formulary.

The Employer notes that all other bargaining units have agreed to the above-quoted language, including the Tukwila Police Guild. The Employer further contends that the Union has mischaracterized the underlying issue, and that the City of Tukwila is not attempting to impose "premium sharing" on Union members. The Employer maintains that it has not

asserted that it cannot afford to pay for medical insurance, but given the increases in cost for the city-administered plan, the Employer sought to make the plan adjustments reflected above.

The Employer places great importance on internal equity in making its arguments concerning medical insurance

The Union argues that the proposed change is not necessary, particularly since the City of Tukwila is a self-insured entity. The Union questions the projected rate increases that the Employer is concerned about, and argues that the Employer has not presented reliable data to support its proposed changes in insurance premiums. Finally, the Union maintains that the Employer has a substantial reserve in its medical premium fund, and that there is no immediate need for any changes in the existing medical insurance premium practice.

In its closing brief, the Union emphasized that any attempt to predict medical premium increases would be difficult, if not impossible to make. The Union maintained that, at best, possible premium increases are based on conjecture arising from economic conditions in existence at a particular point in time.

As I review the parties' proposals, I appreciate the Union's concerns about medical premium increases and how a proposed change in practice would have a direct effect on bargaining unit members' take home pay. However, I am also aware of the Employer's argument about internal equity on medical insurance.

As noted by Arbitrator Fred Rosenberry in *City of Bellevue*, PERC Case No. 23780-I-11-563 (Rosenberry, 2011), differences in an employer's internal wage and benefit program can have a negative effect on the employer and its work force.

> Many arbitrators, including this one, find the disparity troublesome and do not desire to see the interest arbitration process become a divisive wedge between employees. Arbitrator Howard S. Block shared his concern and commented in his June 30, 1982 Bellevue decision, stating: "Deviations from a uniform benefit pattern can be disruptive to employee morale. In short, comparison among employee groups of the same employer are no less important than comparisons with other employers".

Arbitrator Rosenberry was correct in his analysis. A public employer must consider the effect that an interest arbitration award can have on the rest of its work force. While an arbitration award is directed at a particular bargaining unit, its effects can be much more widespread and can effect an entire work force.

I must conclude that the Employer's proposal concerning medical premiums is appropriate for this situation. The proposed changes to the medical premium payment do not call for any immediate increase in premium payments, with bargaining unit employees paying slightly higher amounts for specific benefits. This is not a general rate increase, and the record establishes that other city employees are already enrolled in this arrangement. There is no legitimate reason to exclude the police commanders from this overall medical insurance approach. The Employer's proposal will be adopted as part of this award.

AWARD

1. The City of Tukwila's proposal for changes to Article 5, Section 5.3 – Medical Insurance for 2018 are hereby adopted and made part of this award.

2. The City of Tukwila's proposals for increases in Article 7, Sections 7.1 and 7.2 – Salary Schedules for 2017 and 2018 are hereby adopted and made part of this award, effective on the date of this award.

3. The collective bargaining agreement will be in full force and effect until December 31, 2018.

DATED at Lacey, Washington, this 8th day of November, 2018.

KENNETH JAMES LATSCH

Arbitrator