

Chris Leyba

### President's Message

#### What is Fair in Interest Arbitration: A King County Case Study

Interest arbitration is a unique concept to certain critical public safety jobs. With law enforcement, there are severe social and economic consequences to police strikes, which demand the necessity for a process by which items of negotiation between two parties that have reached an "impasse" can be resolved by an uninterested but reliable third party.

When police contract negotiations reach these impasses, arbitration through the state Public Employee Relations Commission (PERC) becomes the process by which a final decision is made. Many times, public employee unions tend to press for approval of the initial mutual contract between parties to avoid interest arbitration.

In addition to the cost, there is a belief that the final decision within arbitration might actually result in a contract worse than the initial agreement between both parties. However, in Washington State, ample evidence exists to indicate this is simply not true.

In fact, there is recent evidence to corroborate that King County SO is well behind what interest arbitrators have already ruled multiple times over the last decade. The King County Corrections Guild has taken King County to interest arbitration multiple times over the last decade on various issues. This occurred most recently in 2019.

In this arbitration, conducted by Howell L. Lankford, the issue of comparable contracts for King County is given significant emphasis. This is because King County is serving a population of 2.2 million people, which is significantly higher in population density than any other county in the state. The arbitrator even points out that different standards were established within the last 10 years:

- 2009 (Lankford) Pierce, Snohomish and Spokane were awards as comps due to proximity along with Multnomah OR, Riverside CA, and Santa Clara CA standard was used.
- 2014 (Boedecker) the 2009 standard was used.
- 2019 (Lankford) the standard was changed. The guild pointed out that RCW 49.56.465 clearly states comparable must be "between 50%-150% the comparable service size". This eliminated the use of Pierce, Snohomish, and Spokane Counties making the only comparable counties for this arbitration Santa Clara and Riverside Counties.



Superior service and transparency, for all

The takeaway from this is that if a KCSO contract goes to arbitration, we must use counties of comparable service size to us in California. I have obtained copies of the contracts for the Sheriff's Offices of the counties in California that qualify for this parameter. The following chart encompasses the top step deputy base pay on the expiration date of each contract listed:

In conclusion, the evidence within the Washington PERC interest arbitration process since 2000 is indicative of a trend favoring reasonableness on both sides of a negotiation.

| County SO      | End Contract Base | Contract expired |
|----------------|-------------------|------------------|
| Alameda        | \$128,315.00      | 12/31/2024       |
| San Bernardino | \$120,099.00      | 12/31/2024       |
| Riverside      | \$120,303.00      | 12/31/2023       |
| King County    | \$102,770.00      | 12/31/2021       |
| Santa Clara    | \$139,817.00      | 12/31/2024       |

The average 2024 salary of all comparable counties is \$127,133.50. To achieve this average, the county would have to pay 22.5% over a 3-year contract. This is a common standard that PERC arbitrators use over the last 20 years when determining wage fairness between both parties. With this in mind, there is a high probability that any contract significantly below 22.5% should be rejected by the membership.

When dealing specifically with wages, RCW and past practice between arbitrators favors the argument that agreements close to average comparable jurisdiction tend to be ruled upon by PERC, which is yet another argument to fight for a contract on the higher side of the alleged negotiation spectrum of 15-24% between both parties.

## RETIREE

### National FOP Supports “Social Security Fairness Act”

The national FOP recently praised the successful passage of H.R 1302 through the House. This bill is designed to remove a Windfall Elimination Provision (WEP) passed in the 1980s to significantly reduce the Social Security benefits of retirees who spent time earning a government pension.

National FOP strongly supports this bill as it heads to the U.S. Senate next, as it is set to eliminate a significantly unfair benefit aimed at pension retirees solely for being in public service for a portion of their working lives.

For more information on this bill, you can check it out [Here](#)



#### Lodge Administration

### 2022 Washington FOP Conference Coming!

VP Zielinski and I will be attending the 2022 Washington State FOP Conference from 9/30 to 10/1. This conference, held in Tri-Cities, will serve as our annual meeting for updating Washington FOP rules, reporting the status of various lodges, and electing new officers.

During this meeting, we will have the ability to suggest rule changes, priorities for our state, etc.

If you have any suggestions for the board as to what we should be prioritizing in our message to state, please write any member of the board.

As always, we are a member driven organization and your opinion matters!

### PERC Rulings: Spokane County Decision, 13435 (2021)

Spokane County used new practices of open contract negotiation to attempt to force unions to negotiate contracts during public meetings. The Washington State Council of County and City Employees filed a ULP, stating the county was bargaining in bad faith by not agreeing to meet and discuss which elements of negotiation would be in a public forum and which would not.

PERC analyzed this case against several other previous rulings, ultimately determining that it was a violation of RCW 41.56 to mandate public negotiations as a condition of bargaining.

Spokane County was ultimately ordered to CEASE AND DESIST refusing to meet with the union unless the meeting took place in public.

This case ultimately eliminates arguments that open contracts will automatically lead to public interference with negotiations. Venue of negotiations is separate from their confidential nature and, therefore, does not mean that negotiation in public forums is automatically required.



Secretary

# MEMBERSHIP DUES

## 2023 Per Capita!

Thank you so much for those of you that have submitted your 2023 Membership dues. I must submit 2023 Per Capita to State & National soon. The behind-the-scenes stuff most don't know about.

Sept 1 has come and gone. Yesterday was PAYDAY for most of you! PLEASE Don't make me get all 'naggy mom' on you and get your dues in.



There are 16 Active members and 12 Retirees that have not paid. You know who you are.

\$100 for Active (KCSO or another police agency NOT represented by FOP)

\$75 for Retirees

Venmo: @KC-Lodge37

Mail: PO BOX 88882, Tukwila, 98138

Dept Mail: Bridgman, Sound Transit



### MEMBERSHIP

Total Active: 127

Total Retirees: 27

### Welcome new members this week:

Merissa Mccaw (Burien); Billy Muncy (ARFF)