

**Public Safety Employees, Local N. 519, Service Employees International Union, AFL-CIO
And
King County
Fact Findings
Arbitrator: Jonathan S. Monat
Date Issued: 09/29/1977**

**Arbitrator: Monat; Jonathan S.
Case #: 01159-F-77-00057
Employer: King County
Union: SEIU; Local 519
Date Issued: 09/29/1977**

**COUNTY OF KING, STATE OF WASHINGTON)
)
 and) **FACT-FINDING REPORT AND**
)
**PUBLIC SAFETY EMPLOYEES, LOCAL #519)
SERVICE EMPLOYEES INTERNATIONAL) **RECOMMENDATIONS**
UNION, AFL-CIO)
)
) **September 30, 1971******

A hearing was held on August 16, 1977, at 9 am, in the King County Courthouse, W-116. The hearing was adjourned at 10:45am to await the filing of post-hearing briefs and documents by both parties. The briefs were received and the hearing closed September 1, 1977.

APPEARANCES

**For the County
J. Wes Moore, Administrative Assistant
Albert C. Ross, Personnel Manager
Carol Launch, Labor Relations Specialist
Don Actor, Chief, Bureau of Police
Operations
Hal Booth, Chief, Staff Services
Bonnie Lebrec, Secretary to Mr. Ross**

**For the Union
Dustin Frederick, Business Representative

George Toulouse, Member, Negotiating
Committee
Doug Wright, Observer**

EXHIBITS

Joint Exhibits:

- 1. Collective Bargaining Agreement, 1977-78**

2. **Arbitration Award, 1977**
3. **Fact-Finding Report and Recommendations, September 9, 1976**
4. **Arbitration Award, January 30, 1976**
5. **Fact-Finding Report, October 31, 1975**
6. **Arbitration Award, April 19, 1975**
7. **Fact-Finding Report, October 31, 1974**

County Exhibits:

1. **Pre-hearing Brief**
2. **Post-hearing Brief**
3. **Packet of Correspondence Concerning 1977 Reopener**
4. **Years of Service Table**
5. **Employee Roster**

Union Exhibits:

1. **Salary Comparison Chart - West Coast Jurisdictions**
2. **a-d: Police Services, Crime Rates by Jurisdiction**
3. **Productivity Data Comparable Jurisdictions**
4. **Fact-Finding Report, Bellevue, 1975**
5. **Seattle Police / King County Police Comparison**
6. **Seattle/King County Comparison of Monthly Police Compensation**
7. **a-g: Annual Reports of King County Department of Public Safety**
8. **a-g: Productivity Data**
9. **Increase in Vacation Benefits**
10. **a-g: Article, "Bullets and/or Management?"**
11. **Longevity Comparison 1977 Rates**
12. **Pre-hearing Brief**
13. **Post-hearing Brief**

ISSUES FOR THE FACT-FINDER

There are five issues before the fact-finder, unresolved from negotiation of the midterm contract. These issues are: 1) wage increase; 2) uniform cleaning; 3) holiday overtime; 4) clothing allowance; and 5) vacations.

BACKGROUND

The issues before the fact-finder arise under the midterm reopener clause of the current collective bargaining agreement in force (JE1). The fact-finder has been appointed as the sole fact-finder by the parties who waived their rights to appoint members to the fact-finding panel. This fact-finding takes place under RCW 41.56.

A review of previous fact-finding reports show that the parties ordinarily have used the impasse resolution process through every step. It is an objective of the impasse resolution process that the parties will receive such assistance to enable them early resolution of their differences. While clarifying the issues, the fact-finder may suggest some creative solutions that may not have

the scope available to the mediator but which do not have the restrictions placed upon the arbitrator. Thus, the fact-finder's assistance may help the parties avoid the lock-step, by-the-numbers march through legislated procedures.

COMPARABLE JURISDICTIONS

RCW 41.56 sets forth several guidelines for fact-finders and arbitrators, including: "Comparison of the wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours, and conditions of employment of uniformed personnel of cities and counties respectively of similar size on the West Coast of the United States.

Historically the parties appear to agree on the comparable jurisdictions and, in fact, the arbitration which concluded the successor agreement now in effect determined the weight to be assigned to various comparison jurisdictions. In the award of April 1977, the panel chaired by Arbitrator Gillingham used the seventeen jurisdictions accepted by the parties and the panels in 1974 and 1975. Also, the arbitration panel determined that the City of Seattle Police Department "by virtue of its proximity, size and impact on the local labor market, would properly be accorded more weight than any other comparison jurisdiction" (JE2, page 3).

The fact finder reviewed each of the preceding awards and reports, observing a consistent set of comparison jurisdictions. Additionally, the fact finder is mindful that this instant impasse takes place within the context of the most recently negotiated, arbitrated and in-force collective agreement. Consistency would require carrying forth the same set of comparison standards. This means that Multnomah County will be included in the comparison jurisdiction but will not be accorded the significantly greater weight that the City of Seattle will be accorded. The Union provides a strong argument for including Multnomah County with Seattle, yet most of the Union 's economic logic used presently and in the past refers to Seattle. The fact finder is not persuaded to change the comparison jurisdiction weightings in a midterm reopener.

FINDINGS AND RECOMMENDATIONS

The determination of the issues in a midterm reopener of a collective agreement, though confined to economic issues, is not without its unique problem. There are the fact finding and arbitration decisions which led to the present agreement. These decisions used certain standards and guidelines which would seem appropriate to govern the midterm fact finding report. The fact finder is new to the relationship between the parties. In the interim year, economic conditions could have changed to require serious consideration of substantially new economic proposals.

As noted earlier, the fact finder is mindful of the well-documented recent years of bargaining between the parties and so will strive for a degree of consistency. Attention will be given, as well, to new factors as they may affect

the issues.

Wages

One important aspect of the midterm reopener is the concept of keeping employees whole with respect to their real income. That is, employees should at least keep pace with the cost-of-living. Both parties espoused this position in their arguments. The County would limit the total increase to the CPI and the Union would use the CPI as part of the total increase.

The measure favored by the parties is the November 1976-November 1977 change in the Seattle CPI. The November 1977 index will not be available for some time to come. But the May-to-May index increased some 8.2%. There is no reason to expect a significant change in the magnitude of this index when the November-November figure is available. Hence, the parties can expect the November-November change to be in the range of 8%- 9% and plan accordingly.

Given the expectations of the parties, the fact finder recommends the general wage increase to reflect the full percentage increase in the CPI, November 1976 to November 1977. While presently the determination of a specific dollar value now, use of this index will most nearly approximate the economic impact at the time the increase will take effect. If the statistic for November 1977 is released late, the increase should be made retroactive to January 1, 1978.

As Arbitrator Gillingham set forth, social security payments will be disregarded in the calculation of the general wage increase. This will aid consistency within the present collective agreement. The CPI increase recommended above should be applied to the salary schedule exclusive of social security payments.

The Union argues with many pages of tables and interpretations of said same tables that productivity should be a basis for salary increases and that King County police Officers' productivity has risen dramatically absolutely and in relation to comparable jurisdictions. The County provides a different interpretation of the same data, identifying factors other than Police Officer performance which could affect productivity figures.

To the fact finder, the question is much simpler. How is productivity to be measured? The parties have discussed productivity before at great length without agreement. Fact Finder Jackson discussed productivity in somewhat general terms without making specific recommendations. It is t parties themselves who should agree upon a common set of reliable and valid criteria to measure productivity. This matter should not be decided by a third party in-expert in police work, unfamiliar with the full relationship between the parties and without specific knowledge of the King County administrative process.

It is recommended that the parties establish a joint committee to discuss productivity measurement and, if deemed appropriate, settle the issue in face-to-face bargaining.

Another element of the salary adjustment to be considered is the relation of the King County top police officer salary to the top salary in comparable jurisdictions, especially Seattle. For convenience only, the fact finder will

call this a "parity adjustment."

According to the data submitted by the Union and agreed to with correction by the County, the median salary in the seventeen comparable jurisdictions is \$1427 per month and the average salary is \$1424.18 per month. The salary of the top police officer in Seattle is \$1431. All these figures are without incentive payments. The present King County salary is \$1392 per month.

If the parties implement the CPI recommended above and assumed to be 8.22 for this example, the top King County salary will be \$1506.14 per month. Add the educational/longevity incentive and this figure rises substantially. For officers of ten or more years of service, a median 12% incentive would raise their salary to \$1655.

Making the very tenuous assumption that Seattle will receive the same 8.2% the Seattle top salary will be \$1548.34. The difference between the two salaries without incentives is about 2.8%. Given the incentive payment, adjusting the salary for CPI will meet the standard of substantial parity articulated by Arbitrator Gillingham. There is no need for a parity adjustment at this time.

Uniform Cleaning

The Union argues in some detail in its Pre-hearing Brief (UE12) for the addition of uniform cleaning to the benefits enjoyed by its members. This item is not presently part of the collective agreement and, given testimony and evidence submitted, does not appear to have been a subject of previous bargaining. The benefit is not offered in other comparable jurisdictions.

The County, apparently thinking about the concept of uniform cleaning, insists this item be part of the total compensation package. The dollars for uniform cleaning would be offset against dollars for salary. This implies that the money would just be changing pockets in the same pair of pants. The County raises the additional factor of greater costs of administration.

The fact finder is concerned that the parties did not provide significant cost information about this item. What are the administrative costs? These costs could be insignificant to very large, depending on payroll procedures and computer program modifications involved. What does the Union propose, a straight dollar payment or the taking upon itself by the County the actual cleaning of the uniforms? If the latter, should the County bid the job or build a facility?

There is another concern here. Would not the payment of a uniform cleaning allowance widen the inequity within its membership that the Union claims exists with respect to the uniform allowance?

The fact finder believes the Union is really seeking a straight dollar payment. The County seems to recognize this in its arguments. Taking all the arguments together and given that this item is not offered in comparable jurisdictions, it is recommended that uniform cleaning not be paid.

Holiday Overtime

This item is a significant cost item immediately and in the future. The Union attempts to minimize the cost implications of this proposal by using the present top officer salary rather than the present salary adjusted for the Union

proposed wage increase. The fact finder is satisfied that the general increase will provide sufficient increase in holiday overtime pay to keep the officers whole during the remainder of this collective agreement. The fact finder cannot recommend the Union-proposed 40% increase in holiday pay.*

* From a factor of 2.5 regular hourly rate to 3.5 is an increase of 40%.

Vacations

The fact finder is impressed by the general implications of the study on police officer stress submitted by the Union (UE10). Frankly, however, this study shows no relationship, positive or negative, to the amount of vacation benefit. It is this relationship that the Union must show is the stress argument is to bear any weight. Also, the Union has not demonstrated a relationship between amount of vacation and other factors such as family stability and moonlighting. On the other hand, the County has raised correctly a significant number of questions showing the ambiguity of the research.

Central to the vacation issue is the matter of comparable jurisdictions and vacation benefit. Of interest, too, are the comments of previous panels. A careful review of the full record by this fact finder leads him to the same position taken by Fact Finder Jackson. There could be a more even distribution of vacation benefits, particularly as affects longer service officers. The longevity incentive could be shifted to this benefit, permitting greater emphasis on educational incentive in the salary schedule.

The following vacation schedule is proposed:

Years Service	Benefit Days
1 - 3	10
4 - 9	15
10 -12	16
13 -16	20
17 - 30	21

Uniform Allowance

This issue is "fraught with peril." In the fact finding reports and arbitration awards of recent years the record is clear that the parties desire an educated police force current with the state of the art. This means a program of continuing education. However, the educational incentive program conflicted with the established longevity concept. So a very complicated and delicately balanced compromise was worked out. In this compromise, the officer would receive a premium for each degree earned, a premium which increases with years of service.

After some experience with this concept, the Union is reconsidering the educational incentive program. The plainclothes officers have consistently objected to the loss of the uniform allowance and the uneven application of compensating premium. Ultimately the Union was forced to choose between the premium and the educational allowance, selecting the latter. Presently some

89% (160 of 180) of those eligible for the educational incentive program use it.

Frankly, the fact finder is aware and concerned that this deep-seated problem could be costly to the long-run relationship between the parties. And a solution will be proposed which is the reason for the earlier phrase, "fraught with peril." The proposal is that the clothing allowance be restored to those eligible officers and only those officers who do not use the educational incentive. This allowance should be a flat dollar amount for all officers irrespective of longevity. The amount should be \$25 per month for all police officers required to wear civilian clothes and who do not use the educational incentive for one year. To add to the peril, the fact finder (putting on his educator hat) believes that the present educational incentive program falls well short of its objective. Officers continue to gain benefit at an increasing rate from greater education long after completing the degree. Yet they need never return for anymore education or training to refresh their knowledge while receiving the financial benefit of the education. Perhaps (the final peril) there should be a cap to the incentive within a specified period of years since most recent training unless the officer continues his training. Meanwhile, the flat uniform allowance could be restored after an appropriate period of years without using the educational incentive. This proposal is not unlike the continuing education required by physicians and lawyers to retain their licenses to practice.

FACT FINDERS' RECOMMENDATIONS

- 1. A general wage increase equal to the November 1976 to November 1977 change in the Seattle CPI index should be effective January 1, 1978, or retroactive to that date if the CPI is not then known.**
- 2. There should be no payment for uniform cleaning at this time.**
- 3. There should be no change in holiday overtime premium payment factors.**
- 4. Vacation benefits should be modified as shown in the table on page seven above.**
- 5. There should be no uniform allowance paid except for those eligible plainclothes officers who do not qualify for the educational incentive. For plainclothes officers who qualify, the uniform allowance should be \$25 per month after one year.**

**Bellingham, Washington _____
September 29, 1977 Jonathan S. Monat
Impartial Fact Finder**