

**City of Bellevue  
And  
Bellevue Police Officers' Guild  
Fact Findings  
Arbitrator: Albert E. Stephan  
Date Issued: 01/19/1978**

**Arbitrator: Stephan; Albert E.  
Case #: 01232-F-77-00063  
Employer: City of Bellevue  
Union: Bellevue Police Officers Guild  
Date Issued: 01/19/1978**

**STATE OF WASHINGTON  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

<b>In the Matter of Fact Finding</b>	)	
	)	<b>PERC CASE NO.</b>
<b>Between</b>	)	<b>1232-F-77-63</b>
	)	
<b>BELLEVUE POLICE OFFICERS' GUILD</b>	)	
	)	<b>FACT FINDING AND</b>
<b>and</b>	)	<b>RECOMMENDATIONS</b>
	)	
<b>CITY OF BELLEVUE, WASHINGTON</b>	)	
_____	)	

**REPORT OF FACT FINDING PANEL**

**Albert E. Stephan, Chairman  
1300 IBM Building, Seattle, WA 98101  
(206) 623-6700**

**Lt. Robert Fenn  
For Bellevue Police Officers'  
Guild  
P.O. Box 722  
Bellevue, WA 98009  
(206) 455-6906**

**Mr. Cabot Dow  
For City of Bellevue  
Personnel Dep't, City Hall  
P.O. Box 1768  
Bellevue, WA 98009  
(206) 455-6813**

**Date of Hearing:  
December 21, 1977**

**Date of Report  
January 19, 1978**

**RECOMMENDATIONS:**

1. **Comparable cities reviewed.**
2. **Patrol officers' salary increase of 9% is reasonable.**
3. **Rank differential of 14% is reasonable.**
4. **Complaint coordinators subject to PERC jurisdiction under RCW 41.56.430 and 41.26.030 and salary increase of 9% is reasonable.**
5. **Premium pay for motorcycle patrolmen of \$20.00, and detectives of \$25.00 is reasonable.**
6. **Benefit trust plan for city employees is a valuable fringe that is superior to social security and is part of "total package" of city.**
7. **Educational incentive converted from percentage to dollars is reasonable.**
8. **Two year contract duration with 1979 wage adjustment is reasonable.**
9. **Holiday pay increase for Thanksgiving and Christmas to double pay and one other day if worked is reasonable.**
10. **Existing vacation accrual rate is reasonable.**
11. **Emergency leave issue deferred by agreement.**
12. **Medical cost for dependents at 100% of Blue Cross Rate Schedule and 100% dental borne by the City is reasonable.**
13. **Minimum crew request by Guild invades Management rights and is denied as unreasonable.**
14. **Cost impact of benefits is substantial to City.**
15. **Recommendations retroactive to January 1, 1978.**

## **FACT FINDING AND RECOMMENDATIONS**

### **A. Preliminary Statement**

**The Bellevue Police Officers' Guild (GUILD) and the City of Bellevue (CITY) reached an impasse in contract negotiations and exhausted mediation. Accordingly, this Fact Finding Panel was created under RCW 41.46.440. The parties did not agree on a neutral chairman of the panel; therefore the Public Employment Relations Commission (PERC), pursuant to said Act, appointed the above-named chairman. A hearing was held on December 21, 1977, the earliest date mutually agreeable to the parties. It was tape recorded.**

**The parties waived closing arguments, and post-hearing briefs were served December 31, 1977. Because of the intervening holidays it was agreed the date of final report may be reasonably extended.**

**Prior to the hearing, at the request of the chairman, the parties furnished copies of the current Agreement between the parties (Joint Ex. 1) and many exhibits.**

**A draft report was submitted to the fellow panel members by the chairman on January 4, 1978. It suggested a meeting at the**

earliest convenient time. A panel meeting set for January 11 was precluded by the illness of one of the members. Accordingly that day they had a preliminary review by conference telephone and thereafter met in person on January 19, 1978 when the GUILD and the CITY submitted written comments. Several changes in the draft were made as a result of these meetings. The signatures of the respective fellow panel members attest solely to the fact that each was offered full opportunity to participate in comment on the draft recommendations proposed and that the panel endeavored to reach a unanimous agreement and considered carefully all relevant factors as enumerated in RCW 41.56.430 -.440, -.460 and abstracted in relevant part below:

**41.56.430 Uniformed personnel - Legislative declaration.**

The intent and purpose of this 1973 amendatory act 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.  
(1973 c 131 sec. 1.)

**41.56.440 Uniformed Personnel \*\*\* Findings. In**

making its findings, the fact finding panel shall be mindful of the legislative purpose enumerated in section 1 of this 1973 amendatory act and as additional standards of guidelines to aid it in developing its recommendations, it shall take into consideration those factors set forth in section 5 of this 1973 amendatory act.  
(1973 c 131 sec. 3.)

**41.56.460 Uniformed personnel Arbitration panel - Basis for determination. In making its determination, the panel shall be mindful of the legislative purpose enumerated in section 1 of this 1973 amendatory act and as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:**

- (a) The constitutional and statutory authority of the employer.
- (b) Stipulations of the parties.

(c) 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.

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

(e) Changes in any of the foregoing circumstances during the Pendency of the proceedings.

(f) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

(g) \*\*\*

(1973 c 131 sec. 5.)

## **B. Issues, Findings and Recommendations**

Various issues concerning performance of duty, grievance procedure, and hours of work were resolved through mediation. Other issues of clothing allowance, false arrest insurance and stand by pay were resolved informally during a recess of the hearing. The remaining issues will be discussed successively as to facts and recommendations.

### **1. Comparable Cities**

The CITY believes Bellevue is unique but under the statute uses as comparable cities Yakima, Vancouver, Bellingham, Everett and Renton. And also Kirkland, Edmonds, Kent and Redmond, not because of size but because they are suburban communities in the Seattle area located around the perimeter of Lake Washington. The first group are comparable to Bellevue because they are similar in size. In GUILD Exhibit 14, the Kienast decision found at page 27 that the most comparable cities are Everett, Vancouver and Renton. California cities were also considered in his report but no such evidence was offered in this proceeding.

The approximate population of various cities deemed comparable by one side or the other is:

Seattle - 500,000

Renton - 26,000

Bellevue - 66,000

Kirkland - 20,000

Everett - 55,000

Edmonds - 25,000

Yakima - 48,000

Kent - 25,000

Vancouver - 44,000

Auburn - 20,000

Bellingham - 40,000

Redmond - 20,000

CITY Exs. 3 and 4 as supplemented by oral testimony.

Both sides used Bellevue, Everett, Renton and Vancouver. The chairman recommends that the adoption of those cities as comparable by size is reasonable and that Seattle be also considered because of its proximity to Bellevue.

## 2. Patrol Officers' Salaries

The current monthly salary of Bellevue patrolmen ranges from \$1,113 in grade A to \$1,382 in grade E (Joint Ex. 1, 1977, pay scale). The GUILD proposes a 12% increase for patrol officers in steps B, C, D and E and a lesser increase of 8% for beginning patrol officers in step A. It is based upon the cost of living increase of 8.8% between August 1976 and August 1977 plus a 3.2% merit increase which it contends is based on practice in private industry and to equal Seattle levels. No evidence was offered on private industry.

GUILD Ex. 3 shows that the basic maximum salaries for police officers in 1977 were:

Bellevue	Everett	Renton	Seattle	Vancouver
\$1382	\$1350	\$1451	\$1431	\$1318

The average of these five cities is \$1386 (\$6,932 divided by 5). If Seattle because of its far greater size be excluded, the average would be \$1375 (\$5501 divided by 4). Thus the Bellevue maximum salary is \$4.00 less than the average of the five cities or \$7.00 more than the average of the four cities excluding Seattle.

The CITY proposes an 8% increase for 1978 and the consumer price index increase for 1979 to a maximum of 8%. It deems this reasonable when considered along with the total economic package proposed by the CITY discussed below in the successive issues. CITY Ex. 2B compares salaries and benefits for Bellevue, Renton, Vancouver, Everett and Seattle including base pay, education incentive, longevity and premium pay. The Bellevue

aggregate is \$1460 compared to Renton, \$1488, Vancouver \$1384, Everett \$1418 and Seattle \$1457. The result is that total monetary benefits in Bellevue are higher than each of the tabulated cities except Renton.

The CITY's increase was based upon the current CPI. There is pending a change in the CPI but the CITY testified that the Bureau of Labor Statistics stated that this will continue for a minimum of two years and for as much as five years to run concurrently with a new index. Therefore, the current CPI, with 1967 equal to 100% is the yardstick it proposed for the years 1978 and 1979. But the GUILD offered a newspaper clipping (GUILD Ex. 11) that the current index will expire this year.

The chairman recommends that a 9% increase or slightly over the current 8.8 CPI is just and reasonable for 1978, and that the new CPI for 1979 to a maximum of 9% is just and reasonable for the succeeding year of the contract.

### 3. Rank Differential

The GUILD seeks a 15% rank differential between patrol officers and first line supervisors. GUILD Ex. 4 shows the existing scale to be 14% in Bellevue, 9.7% in Everett, 15% in Renton, 15% in Seattle and 16% in Vancouver, producing an average of 13.9% (69.7 divided by 5). If Seattle be excluded the sum of the four cities would be 54.7 divided by 4 or 13.7%. The City relies upon the arbitration award of Prof. Phillip K. Kienast of January 13, 1975, GUILD Ex. 14, pages 35 and 44 which established the 14% differential.

The chairman recommends that the existing 14% differential is just and reasonable.

### 4. Complaint Coordinators

This involves three persons who are members of the GUILD and have current salaries of \$1,006 per month.

The first question is one of jurisdiction. The Guild's first post hearing brief on its unnumbered page 3 claims they are "full time police officers". But the Agreement, Joint Ex. 1, Art. II D define the unit as "lieutenants, police officers and complaint coordinators." They are not authorized to carry firearms, but "police officers are. Art. XII. The CITY does not question the Guild's right to represent them, but it claims that they are not subject to these proceedings because they are not "police officers". It proposes that equitable wages for these people be subject to negotiation between the

**GUILD and the CITY. RCW 41.56.430 quoted above is limited to uniformed personnel". "Uniformed personnel" are defined as "law enforcement officers" under RCW 41.26.030 of cities with a population of 15,000 or more. Bellevue has such a population. Its Subparagraph 3(a-d) includes "city police officer" and excludes clerical or secretarial work if the person "is not commissioned". These coordinators are full time, and "commissioned". The Chairman has recently been advised by copy of a letter to the parties to another fact finding proceeding in Renton that PERC limits its jurisdiction under the Act to "uniformed personnel" as so defined. Construing the statutory yardstick the chairman concludes the coordinators are such and therefore subject to its jurisdiction.**

**The GUILD's proposal is to pay the Complaint Coordinators the equivalent of its proposed salary increase for 1978 for a step D patrol officer. That 12% requested increase would make the new salary \$1445. That in turn would be an increase of \$439 above the current salary of \$1006 or 44%. No evidence was offered to justify increasing these salaries except a job description of complaint coordinator (GUILD Ex. 5). The Complaint Coordinator is not subject to the same risks and hazards as patrol officers.**

**The chairman recommends that their salaries should be increased by the same 9% as patrol officers.**

#### **5. Premium Pay**

**The GUILD proposes that officers assigned to investigative duty and motorcycle duty receive a 5% increase above their current base. This would mean an increase in their rate of \$1382 base to approximately an additional \$77 premium for motorcycle patrolmen and \$88 for detectives. (GUILD Ex. 13). This compares with approximately \$42 to \$49 in Seattle, \$20-\$25 in Bellevue, \$55 in Renton and no premium pay in Vancouver or Everett. Thus the current average premium pay for motorcycle patrolmen is \$23.40 (\$42 plus \$20 plus \$55 plus \$0 plus \$0 or \$117 divided by 5) or \$18.75 if Seattle be excluded (\$20 plus \$55 divided by 4 equals \$18.75).**

**The chairman recommends that the current premium pay of \$20 for motorcycle patrolmen and by similar calculations the \$25 for detectives is reasonable in light of the total package and should be maintained. Cf. CITY Ex. 3.**

#### **6. Benefit Trust Plan**

**Another factor in the CITY's "total package" is the**

benefit trust plan. It was adopted because it was believed superior to social security, was promoted by the Chief of Police, and was adopted after a vote of city employees (CITY Exs. 2-C and D). It does not exist in the comparable cities.

The benefit trust is privately insured with accruing cash values as contrasted with social security. It was devised as a better way to use the same dollars. If an employee under social security goes out there is a ceiling on what he can earn. This is not true under the benefit trust. Based upon a limited study an employee in the benefit trust would receive anywhere from one and one-half to five times as much as he would receive under social security depending upon time in the benefit trust, marital status, and so forth. For disability he receives two-thirds, whereas under social security it works out between 40 and 50%.

The chairman recognizes that it is an important part of the "total package" available to the GUILD membership.

#### 7. Educational Incentive

Appendix B to the current agreement provides educational incentive payments ranging from 1% above base salary to 9% above base salary. The City proposes to convert these percentages to fixed dollars to avoid the pyramiding effect which results if percentages are applied to percentage salary increases, or what it terms a "double dip". Most of the Bellevue police officers have now obtained the education so the incentive is no longer a requirement as far as the CITY is concerned. It now proposes an educational maintenance. This was supported by the Police Chief who wants to substitute a "career development program" which the CITY supports.

In CITY Ex. 2B, Appendix, the range of educational incentive pay is shown. Officers receive varying amounts from 2 1/2% to 9% of base pay dependent upon the number of years of service and the educational attainments achieved. Translated, this base ranges from about \$35.00 to \$124.00. As each officer achieves more educational credits his pay goes up progressively. The CITY proposes to maintain those dollar amounts for attainments, but to eliminate the percentage because it results in pyramiding where based upon increases in pay. This is an equitable change that avoids the so-called "double dip".

This compensation as part of the total package is one of the important factors plus base pay which makes Bellevue come out so well in comparison with other cities as tabulated in City Ex. 2B. It is applicable to any officer after one year of service (Joint Ex. 1, Appendix B, p. 2)



The chairman recommends that the present educational incentive program should remain at the currently established dollar amounts and that the present language providing for percentage rate increases be eliminated.

#### **8. Duration of Contract**

The current contract is for two years. The GUILD recommends one year for the proposed contract because it wishes other issues to be explored promptly. For example, it recognizes some merit in the proposal to change the educational incentive program and does not want to present that issue to the present fact-finder, but to explore it during the life of a one-year contract. The GUILD has had one-year contracts historically until the arbitrator made it a two-year contract (GUILD Ex. 14).

The CITY wants a two or three year contract for three reasons; first, it believes the relationship has matured sufficiently instead of "being at each other's throat every year"; second, it has two year agreements with all other bargaining units in the City of Bellevue and has just reached one with the Fire Fighters' Union; and third; the two year agreement is presently in effect. It objects to "regressive bargaining" in making new proposals after mediation has failed.

CITY Ex. 4 as amended by oral evidence shows the contract length in Bellingham is three years, Yakima, two years, Kirkland, two years, Edmonds, three years, Kent, one year, Everett, two years, Seattle, one year. Renton, Vancouver, Auburn and Redmond are unknown because those matters are pending in mediation or arbitration.

The Chairman believes that the public interest is better served by a longer contract in which the parties are at liberty to initiate and, hopefully, to conclude negotiations prior to a next expiration date, and accordingly recommends a two year contract.

#### **9. Holiday Pay**

Article XIII of the current contract provides in subparagraph C that "an employee who works on a holiday shall receive one other day off in lieu of the holiday which shall be added to his vacation time". The GUILD proposes that for all holidays, except Thanksgiving and Christmas, they receive time-and-a-half pay or days off, and on the latter two days, double pay or time off. GUILD Ex. 7 shows that Bellevue officers get

another day off added to vacation for each holiday worked, Everett receives double pay. Renton receives another day off except Thanksgiving and Christmas when it receives double pay and another day off; Seattle receives one and one-half pay for holidays, and Vancouver no longer considers holiday, but does receive triple pay for New Year's Eve. The CITY objects to more time off because it is a loss to the CITY of productive time.

The chairman believes that the existing practice is equitable except as to Thanksgiving and Christmas, which are essentially family days, and recommends that officers should receive double pay if the day is worked plus one other day off.

### 10. Vacation Accrual Rate

The GUILD seeks three additional days.

The CITY objects to both the holiday and vacation proposals. It shows that employees in the bargaining unit now receive compensated leave days including eleven designated holidays as follows:

1-5 years of service . . .	23 days (4.6 weeks)
6-10 " " "	26 days (5.2 weeks)
11-15 " " "	29 days (5.8 weeks)
16+ " " "	31 days (6.2 weeks)

The CITY contends that the existing practice has considerable impact on manpower levels and that the CITY cannot afford the additional cost of more time off and a further loss of productive hours, and therefore rejects the GUILD's proposal.

The Police Chief testified that to grant three additional days would mean a loss of manpower of one police officer for an entire year 24 hours a day around the clock. Meanwhile, he is trying to get additional officers because they are needed by the City.

The chairman recommends the existing vacation accrual rate be maintained.

### 11. Emergency leave

This was raised but deferred by the GUILD to let the current practice remain status quo, and to negotiate for new employees who became part of the public employees' retirement system after October 1, 1977 and have sick leave so that the provisions of the code could apply.

### 12. Medical-Dental

Article XVII of the contract provides that the employer shall bear 100% of the cost based upon the rates in effect July 1, 1976. The increased rate requires the employee to pick up the difference so that the City is now paying approximately 80-85% of medical coverage.

The GUILD proposes a 100% coverage for dependents including future rate increases. Under current practice the GUILD's contribution toward dependent medical coverage is based upon the Blue Cross rate structure with 80%-20% shared, and the same for family dental practice.

In contrast, Everett, Renton, Seattle and Vancouver have had 100% coverage for several years.

The chairman recommends an increase to 100% of the Blue Cross rate structure for dependent medical coverage, and an increase to 100% of the family dental coverage.

### **13. Minimum Crew**

The GUILD proposes that at least 75% coverage for each shift of officers normally assigned by calling in additional officers to provide this coverage. It proposes this on the grounds of safety, and does not intend to take away any of management's rights.

The CITY strongly objects to any clause that would abridge its right to determine how many officers to be on duty at any particular time. Everett is the only city in the state that has a minimum crew requirement. The CITY urges that rights of management in operating the Department are exclusively that of the employer unless otherwise provided by the terms of this agreement. The Department has never negotiated away its right to determine the staffing of the Department. This is necessary from a budgetary and operating standpoint. The Chief of Police said he has no choice but to work within the existing levels of the budget that he is allocated.

The chairman recommends that the minimum crew proposal be disallowed, and that existing practice should continue.

### **14. Cost Impact**

This concludes the issues in dispute that were not resolved in mediation. The CITY's memorandum of December 8, 1977 appends an estimate of cost for its proposal showing it would aggregate \$124,900.00 additional disbursements or a 9.6% increase over the 1977 base of \$1,302,000.00; and for 1979 would aggregate \$139,700.00 or a CI increase over the

projected 1978 base of \$1,406,000.00.

**C. Recommendations**

They should be retroactive to 1/1/78.  
The chairman's recommendations are stated above./ The  
below signed partisan panel members dissent to the extent the  
recommendations differ from their respective contentions.

DATED at Seattle, Washington, January 19, 1978.

\_\_\_\_\_  
Albert E. Stephan, Chairman

Concurring and Dissenting  
as noted above

\_\_\_\_\_  
Lt. Robert Fenn, for GUILD

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Mr. Cabot Dow, for CITY