

**City of Renton
And
Renton Police Officers' Guild
Fact Findings
Arbitrator: Albert E. Stephan
Date Issued: 11/03/1977**

**Arbitrator: Stephan; Albert E.
Case #: 01089-F-77-00052
Employer: City of Renton
Union: Renton Police Officers Guild
Date Issued: 11/03/1977**

**STATE OF WASHINGTON
PUBLIC EMPLOYEES RELATION COMMISSION**

**In the Matter of Fact Finding)
)
Between) NO. PERC 1089-F-77-52
)
RENTON POLICE OFFICERS' GUILD)
)
and) FINDINGS OF FACT
) AND RECOMMENDATIONS
CITY OF RENTON, WASHINGTON)
_____)**

REPORT OF FACT FINDING PANEL

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**Date of Hearing:
October 11, 1977**

**Date of Report:
November 3, 1977**

RECOMMENDATIONS:

- 1. GUILD be allowed maximum of 80 hours compensated time for fact finding, etc.**
- 2. Non-civil service status of certain employees referred to Civil Service Commission.**
- 3. Two weeks separation pay disallowed in view of CITY employees' new coverage for unemployment compensation.**
- 4. Hours of duty for all personnel on six days on three days off schedule.**
- 5. Five hours overtime allowed within nine hours of normal end of graveyard shift.**
- 6. Shift differentials eliminated.**
- 7. Existing practice of relieving officer from assigned shift following day of training found reasonable and implementing language proposed.**
- 8. Quartermaster or voucher system for uniforms approved, with provision for "maintenance", i.e, "cleaning and repair" at CITY's expense.**
- 9. Double pay for January 1 and July 4 disapproved.**
- 10. Existing educational allowance retained.**
- 11. Full medical/dental benefits for dependents retained.**
- 12. Double indemnity life insurance, if available, retained.**
- 13. Salary increase to be measured by cost of living increase.**
- 14. Two per cent bonus for passing repeated physical fitness tests proposed.**
- 15. Change to bi-weekly pay declined.**

FINDINGS OF FACT AND RECOMMENDATIONS **Preliminary Statement**

The Renton Police Officers Guild (GUILD) and the City of Renton (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, and therefore the State Public Employees Relation Commission (PERC), pursuant to said Act, appointed the above named chairman. The parties agreed that the fact finding hearing be on October 11, 1977. The CITY filed its brief, termed "Documentation". The GUILD filed its Summary after the hearing and a Rebuttal. The CITY, though requesting leave to file a Rebuttal, later elected not to do so. Both sides agreed to waive the statutory time limits.

The chairman took the oath of office to decide this dispute to the best of his ability on the evidence presented by both sides and under the Public Employees' Collective Bargaining Act, RCW Chapter 41.56.

Some time before the hearing a representative of the Renton Chronicle called to ask if the hearing and report would be public. The chairman called the Assistant Attorney General assigned to PERC who advised that both are under the chairman's discretion and the wishes of the parties. The CITY agreed to public hearing but not the GUILD. Accordingly the hearing was private. The GUILD employed a court reporter and each of the three panel members used tape recorders. As to publication, the Assistant Attorney General suggested that it might be deferred because the findings may give the parties a basis to negotiate further. But both sides decided that when the report is final it will be made public.

Since the two fellow panel members represent, respectively, the CITY and the GUILD, it is apparent that each may concur in findings favorable to its side and dissent as to those which are unfavorable. Accordingly the chairman prepared a draft report, then conferred jointly with his two fellow panel members, and made several changes, and then served and filed this final report.

Oral and documentary evidence was presented by both sides through Sergeant Michael Magula for the GUILD and Mr. Larry Tom Yok for the CITY. The chairman, his fellow panel members, and others in attendance participated to a limited extent in making the record.

Fifteen issues were presented, some initiated by the GUILD and others by the CITY. The GUILD's exhibits included comparable statistics on wages (GUILD Exhibits 3 - 10) and some data on other issues (GUILD Exhibit 2, 11 - 18). The CITY's exhibits included a "spread sheet" (CITY Exhibit 2) showing comparable data on wages and nine of the other fringe

issues, plus additional data on other issues (CITY Exhibits 3 - 6B).

CITY Exhibit 2 consists of three pages. Page 1 shows Seattle and Bellevue for illustrative purposes, and then five smaller cities in the Puget Sound area, Edmonds, Auburn, Mercer Island, Lynnwood and Renton. These are all of comparable size ranging between approximately 21,000 and 28,000. Page 2 and 3 list other independent economic areas, Everett, Vancouver, Bellingham, Bremerton, Longview and Olympia on the West Coast. These cities range in population from approximately 23,000 to 52,000. CITY Exhibit 2 tabulates for comparative purposes most of the disputed issues; that is salaries, holiday premium, dependent life insurance, court time allowance, shift benefits, physical fitness bonus, separation pay for layoff, and work schedules for patrol officers. These comparisons will be noted in the successive sections of issues. It does not compare educational benefits. It is confined to Washington cities and does not list any Oregon or California West Coast cities whereas GUILD Exhibit 5 on the salary issue lists four California and four Washington cities of comparable size and compares medical and dental premium payments, but not other fringe issues.

All witnesses were duly sworn. Both sides were heard as to each issue consecutively. The chairman has reviewed the stenographic transcript furnished by the GUILD, the exhibits and the "Documentation", Summary and 'Rebuttal' in preparing his draft, and this final report of findings and recommendations. The issues will be considered consecutively in the same sequence as the existing Collective Bargaining Agreement (AGREEMENT) (Joint Exhibit 1). The caption of each issue refers to the appropriate section of the AGREEMENT.

Pursuant to RCW 41.56.460(a) both sides stipulated to the constitutional and statutory authority of the CITY and that its population is 15,000 or more, as required by RCW 41.56.030(6); and that the GUILD is the authorized representative of the Police Department.

Issues in Dispute

I

Compensated Time for GUILD Negotiators

(Article II, Section 3)

This is a new proposal to allow up to eighty hours of compensatory time per year for each bargaining representative to participate in proceedings such as this, and arbitrations, and other matters not covered by Section 3. It provides:

"Official representatives of the bargaining unit shall be given time off with pay to attend meetings with the (CITY) or governing body of the GUILD including the official bargaining representatives during working hours provided reasonable notification is given and the time is mutually agreed upon. . ."

Preliminary negotiations and mediation are generally done during the CITY's day time work week.

The GUILD has five negotiators.. The proposed eighty hours additional compensatory time is based on an estimate of at least ten eight hour days of time for each negotiator required for participating in fact finding and arbitration, as distinguished from preliminary bargainings, mediation or grievance steps, which has been construed to be within the phrase in Section 3 ". . .to attend meetings. . .". It does not cover participation by the GUILD in this fact finding proceeding or in arbitration or preparation of exhibits. The GUILD witness testified that he does not receive compensation for his attendance at this fact finding hearing or at any future arbitration. It was done in his furlough or leave time. There was no evidence as to whether the GUILD panel member was being compensated for his attendance.

The CITY personnel involved in collective bargaining are compensated for their time in all phases of collective bargaining including preparation for hearing and participation by its panel member. This is normally done during the regular CITY work week of five days on and two days off.

But the GUILD personnel work a seven day week which has in the past led them to negotiate during the five working day hours of the CITY. Similarly this fact finding hearing was conducted on a Tuesday work day and presumably GUILD preparation was done during off-hours.

The CITY testified it was not aware of such a compensated time allowance in other cities of comparable size. The GUILD testified that in Seattle its GUILD president is allowed full time during his tenure to attend GUILD matters. Presumably the CITY's labor relations consultant was compensated to prepare and present its evidence.

The CITY seeks to distinguish its employees from the GUILD on the ground that the GUILD has a self-interest in working improvements while the CITY 45 only defending its position. But this is at variance with the intent of RCW 41.56.430:

". . . to recognize that there exists a public policy . . . against strikes by uniformed per-

sonnel . . . (and) that . . . there should exist an effective and adequate alternative means of settling disputes."

Also the agreed preamble to the pending new contract declares that it is:

"intended that this agreement achieved through the process of collective bargaining will serve to maintain good relations between the (CITY) and the GUILD, to promote efficient and courteous police service to the public and to protect the public interest."

Both sides have an equal public interest in adequate preparation and presentation of their divergent views and in the public policy of promoting this means of settling disputes without strikes. This makes it imperative that each side be able to advance its position without unequal personal time sacrifice.

The amount of time required is another matter. For example, this fact finding hearing took only one day, although both sides and the chairman expected it to take longer. Undoubtedly considerable time was spent by both sides in preparing their respective exhibits and oral testimony. But eighty hours or ten days for each of five representatives, or a maximum of 50 compensated days to participate in such proceedings as fact finding and arbitration each year is excessive. The time spent in negotiations through the impasse situation should be compensated under Section 3. The present dispute involves a projected new two year agreement, It seems likely that few, if any, additional impasse situations will arise during the coming year and a half or so of the new contract or until a new contract is negotiated, There could be isolated other disputes but generally past experience shows they are brief and infrequent. Article I, Section 3 of the AGREEMENT limits the number of negotiations to three on each side.

Under these circumstances a total of eighty hours or 10 days for all five GUILD representatives to participate in future fact findings, arbitration or other negotiations not covered by the existing Article II, Section 3, or an average of two days per man is reasonable, It should be verified by reports to the CITY of actual number of hours spent by each GUILD representative. The total eighty maximum hours may be allocated to one or more representatives in the discretion of the GUILD's governing body. This is intended to be a just effort to put the GUILD and the CITY on an even basis for promoting the purposes of the PERC laws.

The panel recommends that the contract include a maximum

of eighty verified hours per year of compensated time actually spent in preparation, presentation, and briefing of issues that go to fact finding or arbitration and related matters that are not compensated under the current Article II, Section 3

II

Civil Service Coverage (Article III, Section IA)

The GUILD requests that all positions in the police department be covered by the civil service commission and subject to this section. While the section refers to civil service commission registers for filling positions due to vacancy or promotion, it does not state which positions are or are not covered by civil service. The GUILD states that while police officers and clerks are under civil service certain other employees such as the jailer, the laboratory technician, and the animal control officer are not certified, and claims this is contrary to RCW Chapter 41.06.

The CITY declined to negotiate with the GUILD on this matter in the belief that the Renton Civil Service Commission is the proper entity to deal with the issue of who should or should not be covered under its rules. It relies on RCW 41.56.100 which provides in part:

" . . . nothing contained herein shall require any public employer to bargain collectively with any bargaining representative concerning any matter which by ordinance, resolution or charter of said public employer has been delegated to any civil service commission or personnel board . . . "

The Renton Civil Service Commission was established by Ordinance 1255.

The rationale, if any, for the exclusion of the designated employees should be the subject of action by the Renton Civil Service Commission and is not the subject of collective bargaining under RCW 41.56.100.

The panel recommends that this issue of civil service coverage be excluded from the collective bargaining agreement and instead be referred to the Renton Civil Service Commission for its determination.

III

Separation Pay (Article III, Section IE)

This section provides for two weeks' separation pay in event of a layoff. The CITY proposes to delete this, The GUILD seeks to retain it.

The CITY advances four reasons:

First, since the current agreement was adopted, the state legislature has passed an unemployment compensation amendment making CITY police employees eligible for benefits in event of layoff. The CITY will be assessed by the state an amount equal to 1.25% of gross payroll for each employee. This new tax was not a cost for which the CITY was liable when it agreed to the existing language.

Second, the CITY claims that layoffs were relatively rare in the public sector when the language was accepted and that the picture has changed radically since then, Five CITY employees were laid off in 1976 and seven were terminated in 1977, The GUILD replies that the 1977 layoffs were due to consolidation of a new "Valley" fire and police communication center in the area and that the laid off employees were offered jobs in the new center.

Third the CITY contends that separation pay is rare in the private sector,

Fourth, CITY Exhibit 2 shows none of the comparable West Coast cities have separation pay. Richland does, but the panel does not consider it a "West Coast" city under RCW 41.56.460(c).

In view of these factors, the panel recommends that the existing provisions for severance pay be deleted.

IV

Hours of Duty

(Article IV, Section 1)

The AGREEMENT now provides that patrol personnel work ten consecutive days with five days off known as the 10-5 schedule This has been in effect for some sixteen years. It results in a team of officers with a supervisor working continuously as rotated. The team work concept promotes efficient police duties. The Technical Service Bureau or civilian personnel work five days on and two days off, known as the 5-2 schedule.

The CITY proposes to change the patrol schedule to a 10-4 schedule for patrol officers and a 6-3 schedule for civilian personnel assigned to the swing and graveyard shifts, The GUILD objects to the 10-4 schedule for patrol personnel. It has no objection to the 6-3 schedule for other personnel working the swing and graveyard shifts.

Currently 27 officers and three supervisors are used to

man the patrol division. Under the 5-2 concept, the CITY would only need 26 officers, but it would need five sergeants to cover the relief periods.

The GUILD's Rebuttal (Page 8) challenges the CITY's Documentation (Page 10) that the 10-4 schedule is a "matter of productivity". But it does not challenge the CITY's arithmetic that such a schedule "would increase the hours worked in a year to 2,088" as contrasted with 1,968 hours currently, Or that "officers would continue to work 40 hour work weeks, but the CITY would gain 16 additional shifts per man",

(i.e. 2,088 hours
-1,968 hours
=120 hours + 8 hours = 16 shifts)

CITY Exhibit 2, Column 14, shows the 6-3 shift is worked for all personnel, both uniformed and civilian in Edmonds, Mercer Island, Lynnwood, Olympia and partially in Everett. The GUILD has no objection. The CITY proposes it for Technical Services employees. Auburn is the only city tabulated in CITY Exhibit 2 that works a 10-4 shift. If a 5-2 or 10-4 shift is worked, it equals a total of seven or fourteen days In that event, there is no rotation towards weekends off. A 6-3 shift for all personnel would accomplish such a rotation, Renton is the only city tabulated, in CITY Exhibit 2, that works a 10-5 shift.

The panel recommends the hours of duty for all department personnel except day clerks and secretaries and the lab technician be changed to a 6-3 schedule.

V

Overtime Pay (Article IV, Section 4)

The current contract provides that "any employee required to attend any court within eight hours of the end of a graveyard shift shall receive four hours at the time and a half rate".

The GUILD proposes to increase the minimum payment for court appearances and any other overtime within nine hours of a graveyard shift to five hours at the time and a half rate. Its proposal is intended to make it financially punitive to the CITY to schedule overtime duties for graveyard shift officers by requiring a minimum of nine hours off before having to report again.

The graveyard shift for patrolmen is 11:00 P.M. to 7:00 A.M. The ninth hour would enable the officer to have time to get home and go to sleep by 8:00 A.M. until the time that he had

to be in court or perform other overtime duties and then to go back home and go to sleep again in preparation for going to work at 11:00 P.M. that night. The GUILD's proposal to make this practice punitive is to eliminate this stress by proposing that if there is overtime, the minimum be increased from four to five hours.

The CITY takes the position that the GUILD proposal is essentially one of a minimum call back time' that is, after the officer has returned home from his duty there should be a two, three or four hour interval to get some sleep. It desires to submit supplemental information as to the practice in other cities with respect to call back time. The Renton Police Court does not have a night session. To do so would require the CITY to pay overtime to its staff. It can arrange for officers to be heard at convenient hours. The GUILD contends that night court would be beneficial to citizens who otherwise have to take a day off of work to appear in court

The panel recommends that the GUILD's proposal for a minimum of five hours overtime pay within nine hours of the normal end of a graveyard shift should be adopted.

VI

Shift Differentials (Article IV, Section 7)

The CITY proposed to eliminate the shift differential. The GUILD countered by a proposal to apply it to all personnel with one half hours pay for swing shift officers and one hours pay for graveyard shift employees.

This section provides that civilian employees in the Technical Services Bureau shall receive differential or added pay of \$.15 per hour and \$.25 per hour respectively for the swing and graveyard shifts. It was intended to compensate these employees who work on a five and two basis for the separation from their family during normal evening hours. It does not apply to commissioned officers. If the parties accept the CITY's proposal to switch the Technical Bureau personnel to a 6-3 schedule, the need for such a differential is less. Similarly if the fact finding recommendation for a 6-3 schedule for all personnel is adopted, the reason would be eliminated. Shift differentials are not a prevailing practice for this occupational group. Of all of the cities listed in CITY Exhibit 2 only Renton and Vancouver have them. Note that Pullman also has but it is not considered by the panel to be "on the West Coast of the United States",

within the intent of RCW 41.56.460(c).

The panel recommends the shift differential be eliminated.

VII

Compensation for Training

(Article IV, Section 8)

This section provides for employees to waive overtime when they are attending state or federally sponsored training classes provided the employees are released of all police related duties during the days training is given. Overtime was paid if the officer subsequently worked in excess of the eight hours spent in class. The provision was intended to discourage the scheduling of officers for training who had already put in a full day of work.

The GUILD has proposed that overtime compensation be waived only if the officer is relieved from normal duties for a period of eight hours before the scheduled training and sixteen hours after training.. It is addressed to the situation where a graveyard shift officer works from 11:00 P.M. to 7:00 A.M., then goes to school from 8:00 A.M. to 5:00 P.M. then works another graveyard shift. It contends that this means he does not sleep at all and that if an officer is sent to school after a graveyard shift he should be entitled to overtime and not waive it..

But as the time table is understood, during the period between 5:00 P.M. and 10:00 P.M. he could sleep. If a day shift officer worked from 7:00 A.M. to 4:00 P.M. and was notified that he was to go to school the following day for a like period he would not claim overtime because he recognizes the value of the training.

The CITY gives an example an officer who normally works the graveyard shift is assigned to a school which runs from 8:00 A.M. to 5:00 P.M. Tuesday under the existing language he does not work Monday night but does work Tuesday night. In other words he has a time lapse between say 5:00 P.M. and 10:00 P.M. for sleep but if the GUILD's proposal were implemented the officer would not work either Monday night or Tuesday night which in essence would be an additional day off. The CITY fails to see the necessity for such a long recuperative period.

The GUILD on the other hand contends that it is very difficult to turn a pattern around. The man normally works a graveyard shift but if off that night and goes to school the next day he should have an additional day off to recuperate.

The GUILD points out that with a 10-5 scheduling the CITY should be able to accomplish its training sessions during

the day shifts and that there are enough training sessions to make this possible. The CITY counters that some of the training sessions are arranged by the federal government or other agencies and it is difficult to attain an assured flexibility to accomplish this. But the proposed 6-3 schedule for all personnel should make this even more practicable.

The practice has been that the officer is relieved of graveyard shift if he has to go to school the next day or if he goes to school during the day that he does not have to work swing shift nor does he have to work graveyard shift. The GUILD member of the panel just finished training and he attended school on Friday and did not have to work the graveyard shift because he had worked all day at school. The GUILD has no problem with waiving overtime if they don't have to work the following shift.

The CITY is in basic agreement with what the GUILD desires but there seems to be some difference as to how the new language would read. The chairman requested that the parties stipulate as to agreed language but this was not accomplished during the hearing.

The panel recommends that the existing practice is reasonable and should be retained with modifications to implement existing practice by specifically providing that an officer assigned to a graveyard shift who attends a day's training class should be relieved of his next assigned shift.

VIII

Clothing Allowance (Article VI, Section 2)

This section has a schedule of annual cash clothing allowances "to buy, maintain and repair" uniforms and requires that the CITY pay the full amount for one full uniform set if the department should change styles. The CITY proposes to substitute a quartermaster system for uniform supply to achieve economies or alternatively a voucher system in which the CITY would be billed directly by each vendor..

The GUILD proposed an increase in the noncommissioned employee's allowance, and that the CITY make available three complete sets of uniforms should it prescribe a uniform change.

The voucher system would provide cost control, It would not be received in cash, but in a more tangible form. The GUILD countered that it would accept the voucher system if it would also provide for cleaning the uniforms.

Column 10 of CITY Exhibit 2 shows the practice in other cities. Most of the cities provide for a quartermaster or

voucher system. The term "all issue" in that exhibit means that, The GUILD points out that the term does not explain whether or not cleaning is included. The GUILD testified that in the City of Bellevue cleaning and pickup of uniforms is included.

The public appearance of police officers is important for public prestige and for self-esteem.

It is recommended that a quartermaster or voucher system be authorized with the provision in the new contract for "maintenance" that is "cleaning and repair" at CITY's expense.

IX

Family Holidays

(Article VIII, Section 2)

For most holidays, employees receive their regular pay plus a day off in lieu of the holiday. However, for Thanksgiving and Christmas the employees receive double their base rate and a day off in lieu of the holiday.

The GUILD seeks to increase the number of holidays for which double pay is received to include New Year's Day and Independence Day. The CITY currently provides double time for its employees for work on holidays' except the police and fire departments.

The CITY's view is that the GUILD's proposal amounts to triple time because there is double time for the holiday worked plus an extra day off, The CITY's view is that Thanksgiving Day and Christmas Day are notable family days together, whereas New Year's Day is generally considered an adult day and the Fourth of July, coming as it does in the summer when school is out, permits families to be together on a nearby day, CITY's Exhibit 2, Column 6 shows that there is a wide latitude in other cities. In several there is no holiday premium, In some there is overtime at time and one half. In none is there double time plus another day off except in Renton.

The panel recommends that the existing contract language be retained.

X

Educational Allowance

(Article IX)

The AGREEMENT provides that the CITY will reimburse employees for the costs of book, tuition and fees paid to an accredited college or university in the course of obtaining a police related degree. The CITY seeks to eliminate this benefit. It argues that it is paying for an education incentive

twice, first for the classes and then an increase in pay for the resulting degree under Article X. The CITY proposes to delete Sections 1 and 2 which provide for reimbursement of the "cost of all books, tuitions, and fees", Under Article X of the AGREEMENT, the CITY pays a bonus of \$15,000 per month for having completed 45 credits in law enforcement courses and \$30.00 a month for having attained an applied science degree in law enforcement.

The GUILD contends the payment of tuition and so forth is to meet the expense of going to school while you are working which is a difficult task and that the bonus is an incentive for acquiring the degree.

The panel is impressed by the increasingly high educational attainments of police officers which reflects in their improved competency, efficiency, presence and public relation. These are important contributions to law enforcement.

The panel recommends that the existing practice be continued and that the CITY's proposal to delete Article IX, Sections 1 and 2 be denied.

XI

Medical and Dental Coverage for Dependents

(Article XIV)

This article provides full medical and dental coverage for all employees and their dependents. The CITY proposes to "lid" this benefit for dependents to the amount of coverage current premiums will buy. Thus, if it falls short of full coverage, the employees would contribute the difference if they desire full coverage. The GUILD opposes.

The CITY's rationale is that this benefit is one of bargaining, and that shared coverage may make the employees more judicious in medical calls, and that such has been recently recommended in Seattle.

The GUILD points out that existing deductible and non-coverage of prescriptions restrain abuse. It relies on CITY Exhibit 2, Column 11 which shows 100% coverage in most of the compared cities.

The panel recommends that the existing provisions of Article XIV of the agreement be retained.

XII

Life Insurance - Double Indemnity

(Article XV)

The current contract requires the CITY to provide double

indemnity for all employees and their dependents, The CITY seeks to remove the double indemnity coverage. The GUILD opposes this.

The CITY contends that until this year state law had prohibited the writing of double indemnity insurance and that even under the new law such coverage is not available from the CITY's current insurance carrier and its broker states he is unable to locate any carriers willing to write such coverage. On this basis the CITY desires to be released from this obligation due to its inability to fulfill it. The CITY's panel member stated that the CITY's finance officer had been able to obtain double indemnity insurance for employees only, and had been unable to obtain double indemnity coverage for dependents. It also stated that the provisions of the AGREEMENT for double indemnity for dependents has not been fulfilled.

The GUILD provides its members with insurance coverage through Manufacturers Life and states it will also provide double indemnity for members and their dependents.

The panel recommends that the parties mutually ascertain whether coverage is available to continue the double indemnity provisions of Article XV, and if so, that its provisions be retained.

XIII

Salary Increase

(Attachment A to AGREEMENT)

This is addressed to cost of living increase only and not to any pay raise. RCW 41.56.460(c) and (d) provides that factors to be considered with respect to salaries shall include comparisons with other cities of similar size on the West Coast and average consumer prices commonly known as the cost of living.

The CITY proposes a flat 4% increase of salaries. It shows in CITY Exhibit 2, Columns 2 and 3 that Renton's basic rate for police officers ranging between \$1,243 and \$1,451 per month is highest in the state whereas Renton is seventh in size among the cities selected; and on its Exhibit 4 that the cumulative salary increases exceeds the CPI increases since 1965. It contends that the cost of living index is only one of the factors governing the matter.

The GUILD objects to the CITY tracing increases from 1965 because there was no collective bargaining for the police until enactment of the 1973 amendment to the Public Employees Relations Act. It is the GUILD's position that the earlier salaries were far too low. The GUILD believes the proper

focus should be the current cost of living increase over the previous year and not to trace back over many past years

The GUILD proposes a salary increase of 1.3% for each 1% in the consumer price index for Seattle to accommodate the time lag which would result in an 11.9% increase in annual salary.

The GUILD supports its proposal by Exhibits 3, 4, 5 and 6. Exhibit 3 shows the increase in consumer price index from 167.9 in November, 1976 to 180.2 in August, 1977 with a projected increase based upon the increments during the prior quarters to 184.5 in November, 1977. It contends that because of the time lag in recognizing cost of living increase that each quarter actual earnings resulted in loss from cost of living increases aggregating annually \$609. GUILD Exhibit 4 extends the computations. GUILD Exhibit 5 compares four California cities of Irvine, Colver City, Covnia, and Arcadia, having populations ranging from 33,000 to 44,000 with Washington cities of Auburn, Bellevue, Everett and Renton whose populations range between 28,000 and 67,000. It shows the salary range of the Washington cities is between \$1,350 for the lowest, Everett, and \$1,450 for the highest, Renton, The California cities are higher ranging between \$1,581 and \$1,746. It also shows the portion of the municipal budget allocated to police with Renton at 11% as contrasted with Bellevue at 9%, Everett at 13%, and Auburn at 33% contrasted with the California cities ranging from 17 to 29%. Then to demonstrate the efficiency of the Renton Police Department it shows that Renton is leading in the number of index crime arrests, or violent felonies, per officer. These figures do not seem to the panel to be correlated to the question of salary.

The CITY counters that California cities have more flexible taxing rates. Its case is based upon comparison with other Washington cities where the Renton salary is the highest of those compared.

The primary current factor is keeping up with the cost of living. This is recognized in the current AGREEMENT. Article V provided salaries in accordance with its attached Schedule A. Schedule A, Page 1 fixed salaries effective June 1, 1975. Its Page 2 increased salaries effective January 1, 1976 by the cost of living increase of 6 1/2% determined from the Bureau of Labor Statistics Consumer Price Index for urban wage earners and clerical workers for the Seattle area measured from November, 1974 to November, 1975. And thereafter, effective January 1, 1977 it made a similar wage increase based on the consumer price index.

Based on all comparisons offered in evidence, the panel finds that current salaries are fair and reasonable, subject

to the necessary adjustment to meet what appears to be a constantly increasing cost of living. It therefore declines the proposals of both sides.

The panel recommends that salary increases be computed by the same cost of living yardstick as done in Appendix A for the coming two years of the proposed Agreement,

XIV **Physical Fitness Bonus**

This is a new proposal. The GUILD requests a 4% bonus or premium for officers who meet a set of physical fitness standards as an incentive for officers to stay "in shape". The CITY opposes this.

The GUILD supports its position by GUILD Exhibits 11 is, GUILD Exhibit 15 consists of a proposed physical fitness test consisting of running, push ups, sit ups, squat thrusts, and points awarded on the number accomplished, graded retrogressively according to age between 21 and 55 years. It points out that with officers spending so much time seated in squad cars yet called upon, without notice, to perform arrest duties, chase, and other strenuous physical acts requires excellent fitness. Most police disabilities are caused by heart and back conditions, When an officer is given a disability discharge for physical condition he receives 60% of his salary. Excellent physical fitness should reduce these expenses to the CITY.

The CITY opposes on the ground that it should not be required to pay a bonus to assure that its police employees remain in physical condition to do the job for which they were employed. It points out that such a physical fitness bonus program does not exist in any of the compared cities,

However, the panel believes that a physical fitness bonus is analagous to the educational training support, No figures were furnished to the panel as to the financial impact of such a bonus. The GUILD claims that the longevity pay provided in Article XII is lower than in most cities, It ranges from \$15.00 per month after five years to \$60,00 per month after twenty years,

For per cent of the current monthly base pay of \$1,451 shown on GUILD Exhibit 3 and CITY Exhibit 2 would be approximately \$58.00 per month, In view of the recommended cost of living increase and other recommendations by the panel this seems disproportionately high. However, 2% or \$29.00 per month or \$348.00 per year seems reasonable.

The panel recommends that the physical fitness program

be implemented by a 2% bonus payable monthly so long as the officer continues to qualify on a quarterly basis on furlough time and that the value of benefits or detriments of this suggestion be reappraised in the light of two years' impending experience during the new contract.

XV
Bi-Weekly Pay

The GUILD requests that the current CITY practice of paying employees on the 5th and 20th of each month be changed to a straight bi-weekly schedule. It claims this would benefit family budgeting. The CITY objects on the grounds that the GUILD comprises only 69 of 325 people employed by the CITY and that it would be a considerable accounting inconvenience to make this change.

The panel adopts the CITY's view and recommends that no change be made in the current payroll practice.

Dated at Seattle, Washington, November 3, 1977.

Albert E. Stephan
Chairman, Fact Finding Panel

I concur in Recommendation
Nos. 1, 2, 5, 7,
10, 11, 12, 13, ,
and Reserve on 4, and 8;
and dissent as to the
remaining issues.

I concur in Recommendation
Nos. 2, 3, 6, 7,
9, 10, 15, and reserve on
4, 8, 12, and ,
and dissent as to the
remaining issues.

Michael Glen
for Renton Police Officers' Guild

Sharon T
for City of Renton

My reasons are as follows:

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(Use added page if desired.)

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