

**Bremerton Police Officers' Association  
And  
City of Bremerton  
Interest Arbitration  
Arbitrator: Carol J. Teather  
Date Issued: 08/14/1979**

**Arbitrator: Teather; Carol J.  
Case #: 02027-I-79-00059  
Employer: City of Bremerton  
Union: Bremerton Police Officers  
Date Issued: 08/14/1979**

**In the Matter of the Arbitration )  
 )  
 between )  
 )  
 CITY OF BREMERTON )  
 )  
 and )  
 )  
 BREMERTON POLICE OFFICERS' )  
 ASSOCIATION )**

---

**OPINION AND AWARD**

---

**Arbitrator:**

**Carol J. Teather  
3822 Seattle First  
National Bank Bldg.  
Seattle, WA 98154**

## INTEREST ARBITRATION OPINION

### **I      Procedural Matters**

This Proceeding involves an impasse arbitration between the City of Bremerton and the Bremerton Police Officers' Association. The City of Bremerton (hereinafter referred to as the "City") was represented by Mr. C. Carey Donworth of Donworth, Taylor and Company. The Bremerton Police Officers Association (hereinafter referred to as the "Association") was represented by a wage panel consisting of Mr. R. Wes Henry, Jr., Chairman of the Wage Panel, Mr. Joseph Hatfield, Mr. Robert Peck, Mr. Larry Foster and Mr. Ted Johnson.

Ms. Carol J. Teather was appointed to act as Chairman of the Arbitration Panel (hereinafter referred to as the "Arbitrator"). The other members of the panel were Mayor Glenn K. Jarstad and Detective Rainie Woods.

Hearings were held in the City of Bremerton Parks and Recreation Building on July 5, 1979, July 6, 1979 and July 13, 1979. At the hearings, the testimony of witnesses was taken under oath and the parties presented argument and documentary evidence. Post-hearing briefs were filed by both parties on July 20, 1979.

### **II      Issues**

At the hearings, the parties presented the following issues for determination by the panel:

- (1)      Salary increase;
- (2)      Length of the collective bargaining agreement;
- (3)      Parity pay;
- (4)      Cost of living increase;
- (5)      Shift differential;
- (6)      Increase in longevity pay;
- (7)      Double time for court appearances;
- (8)      Vacation increase;
- (9)      Medical benefit increase for families;
- (10)    Increase in clothing allowance;
- (11)    Increase in cleaning allowance;

- (12) Definition of work day-week;**
- (13) Retention of existing benefits;**
- (14) Clarification of paid holidays;**
- (15) Parking for officers who drive their cars to work;**
- (16) Parking for officers when they make court appearances; and**
- (17) Compensatory time off (at time and one-half with a two-hour minimum) when off-duty officers are called in for training.**

**In making its decision on the issues presented by the parties, the panel carefully considered all of the testimony, documentary evidence and arguments of the parties, keeping in mind the legislative purpose set forth in RCW 41.56.430. The panel also took into consideration the following factors:**

- (a) The constitutional authority of the City;**
- (b) Stipulations of the parties;**
- (c) Comparison of the wages, hours and conditions of employment of the uniformed personnel of the City and County 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; and**
- (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.**

**In addition, the panel took into consideration the findings of fact made by the Fact-Finding Panel.**

**In order that this report might not be unduly long, each contention or argument of the parties will not be separately set forth, but instead dealt with only to the extent necessary in rendering a decision on each of the issues.**

### **III Background**

**The City and the Association began negotiations in May of 1978. In October 1978, the Association and the City met with mediator Jack Cowan in an attempt to reach agreement. When agreement was not reached following negotiations and mediation, the parties submitted the matter to a fact-finding panel consisting of Mr. R. A. Sutermeister, Chairman, Mayor Glenn Jarstad and Detective R. Wes Henry, Jr. The recommendations of the fact-finding panel were not accepted by the parties wherein the matter was submitted to Arbitration pursuant to RCW 41.56.450.**

### **IV Motion to Dismiss**

**At the beginning of the hearing, the City moved to have the panel disregard all evidence and argument pertaining to issues other than those presented by the City on the basis that the Association did not provide the Arbitrator and the City with its list of issues prior to the hearing as required by WAC 391-21-750. The Arbitrator reserved her ruling on the City's motion to the present time in order properly to consider the matter.**

**The Arbitrator finds that the Association submitted a list containing the same issues which the Association desires to be determined by the Arbitration panel to the City on May 31, 1978 and that the same list of issues was submitted to the fact-finding panel. The Arbitrator further finds that the City was aware of the issues the Association intended to submit to interest arbitration and was prepared to present its case on each and every issue. The ability of the panel to comprehend the material presented at the hearing and render a decision was not altered in any way by the Association's delay in providing its list of issues.**

**The intent and purpose of the Act governing impasse procedures for uniformed personnel is to provide an effective and adequate alternative to strikes as a means of settling labor**

disputes. This purpose would not be well-served by the Arbitrator's refusing to consider the list of issues submitted by the Association on a technicality. Inasmuch as the Association's delay in submitting its list of issues did not prejudice the City in any way nor hinder the ability of the arbitration panel to render a decision, the City's motion is denied.

## V Position of the Parties

The position of the City is to deny issues 2 through 17 and to grant a 5.5% wage increase to be applied to each bargaining unit classification effective January 1, 1979.

The Association requests a 14% wage increase to be applied to each bargaining unit classification effective January 1, 1979 and to have the pay of police officers assigned to the patrol and traffic divisions raised to an amount equal to that of officers assigned to the detective division. In addition, the Association requests the following: That each officer receive a cost of living increase; that additional compensation be given to those uniformed police officers working shifts other than 8:00 a.m. to 4:00 p.m.; that the longevity pay be doubled; that police officers making court appearances on off-duty hours be compensated at the rate of two times his or her base wages with a two hour minimum; that the number of vacation days be increased; the medical benefits for dependents be increased to provide for payment of one-half the cost of maternity care, well and routine baby care and circumcision of a male child along with one-half the cost of all dependent office calls and the entire cost of a vasectomy for male members of the bargaining unit. The Association also requests that the clothing allowance provided to detectives be increased from the current \$235.00 to \$350.00 per year; that the annual uniform cleaning allowance be increased from \$150.00 to \$200.00 per year; that a definition of work day - work week be included in the bargaining agreement to provide that the normal work day shall be 8 hours with the shift change being 15 minutes prior to the assigned shifts and that the officers' work week be five consecutive days' work with two days off; that a clause be added to the collective bargaining agreement to provide for the retention of existing benefits; that double time be paid to bargaining unit members who work on any of the eleven designated holidays; that parking be provided for officers who drive to and from work and for

**officers when they make court appearances during their off-duty hours; and that officers be given compensatory time off for attending required training on off-duty hours at the rate of one hour off for every hour of training attended up to two hours and one and one-half hours off for every hour of attendance at training over two hours.**

## **VI Discussion**

### **Salary Increase**

**The parties presented numerous exhibits comparing the wages paid to Bremerton police officers with the wages paid to police officers in cities they considered to be comparable. However, the parties were unable to agree on which cities should be used for purposes of comparison. The Association claimed the cities of Bellevue, Edmonds, Everett and Renton were comparable with Bremerton; whereas, the City used the cities of Vancouver, Richland, Renton, Olympia, Longview, Everett, Edmonds, Bellingham, Yakima, and Bellevue for purposes of comparison. Neither party introduced any data with respect to cities on the west coast outside the state of Washington which might be considered to be comparable to Bremerton.**

**Upon examination of the statistics presented by the parties it becomes clear that the greatest disparity between the wages of Bremerton police officers and the wages of police officers in comparable cities is in the wages paid to police officers with five or more years of experience. Of the ten cities suggested by the City as being comparable with Bremerton, Bremerton ranked fifth with respect to starting salaries paid to police officers in 1978, but ninth with respect to salaries paid to senior patrolmen. In order to reduce the disparity between salaries paid to Bremerton senior patrolmen and the salaries paid to senior patrolmen in comparable cities, it would be appropriate to give a greater increase to Bremerton police officers with five years or more experience than is given to police officers with less than five years experience.**

**In making a determination as to the amount of any increase in wages and benefits to be given to members of the collective bargaining unit, the ability of the City to pay is an important factor to be considered. The City is pro-**

hibited by statute from adopting a budget which is not in balance or from amending a budget so that it falls out of balance. All expenditures by the City must be covered by revenues or by reserves within any given budget year, in which case, the City cannot grant increased to police officers in excess of its ability to pay for such increases out of revenues, reserves, or reallocation of expenditures away from one or other purposes presently budgeted.

The evidence presented sustained the City's contention that it is under considerable financial pressure and that it has reached the practical limits of its taxing authority. The City's largest employer is the Puget Sound Naval Shipyard, which, as a federal entity, pays no taxes other than water and sewer. The City has practically no other industry and has experienced a decrease in the funds available to it from revenue sharing from the federal government. The City Treasurer and several City Commissioners testified that any substantial reallocation of funds away from the purposes for which they are presently budgeted is likely to result in certain City departments having to reduce staff and/or services. Thus, the funds available for providing increases to police officers appear to be severely limited. This fact was also recognized by the fact-finding panel in rendering its opinion.

An examination of the increases in wages and benefits given other employees of the City for 1979 supports the Association's contention that the City's offer of a 5.5% increase in the base wage for police officers is too low. Elected officials and supervisors of the City of Bremerton received a 7% wage increase for 1979, non-uniformed personnel received a 7.6% wage increase and the Bremerton Fire Fighters received an average wage increase of 8.55%. In addition, the fact-finding panel in the instant case recommended that police officers receive an initial 7% increase in January of 1979 with an additional cost of living increase in June of 1979 in the amount of any increase in the Consumer's Price Index for all urban consumers greater than 7% with part of this increase to be used to provide parity pay between police officers and detectives.

The City's budget for 1979 includes a 5.5% wage increase for police officers. There was also evidence presented at the hearings that the City's budget includes \$100,000.00 for the reserve account which could be used for wages. Thus, it appears that the City has the ability to provide

for a reasonable increase in the wages of police officers greater than 5.5%.

Based on the 1979 settlement of the comparable cities and in order to bring the salaries paid to Bremerton police officers closer to the average salary paid to police officers in the comparable cities, the panel determined that a minimum increase of 5% be given to police officers having less than five years experience and a minimum increase of 7.5% be given to police officers having five years or more experience.

The Association expressed justifiable concern regarding the effect of inflation on police officers' salaries. The Consumer's Price Index (Seattle-Everett) for the period from January 1979 to March 1979 for urban wage earners showed an increase of 2.7% and for all urban consumers an increase of 2.5%. For the period from March 1979 to May 1979, the Consumer's Price Index showed an increase of 2.6% for all urban consumers and 2.5% for urban wage earners. In order to reduce to a certain extent the effect of such inflationary increases on police officers' salaries, the panel determined that a 3% cost of living increase effective June 1, 1979 would be appropriate for all police officers.

### Parity Pay

The Association proposed that the wages of police officers assigned to the Patrol and Traffic Divisions be increased to equal the wages of officers assigned to the Detective Division. The evidence presented by the parties indicated that officers assigned to the Detective Division receive higher pay than officers in the Patrol and Traffic Division in order to compensate them for having to be on call nights and weekends and having to wear and maintain their own clothing on the job. Officers assigned to the Patrol and Traffic Division are not on call and are provided with uniforms by the City.

Both the Association and the City appeared to agree that some compensation should be provided to detectives because of their extra clothing costs and the on-call element. However, the parties disagreed as to the method by which this might be accomplished. The Association suggested an increase in the clothing allowance and some form of overtime pay for being on call. However, the City argued that the State Auditor had made the statement that no clothing allowance could be given



to the detectives.

Neither party presented any evidence as to whether or not there is parity of pay between senior patrol officers and detectives in comparable cities.

Officers assigned to the Traffic Division receive slightly higher pay than officers assigned to the Patrol Division. This difference in pay is apparently for the purpose of compensating traffic officers for their large cleaning bills which result from their riding a motorcycle on the job.

In view of the questionability of the City's being able to compensate detectives and traffic officers for their clothing and cleaning costs by means of an adequate allowance and the fact that any money spent in providing parity pay would reduce the amount of money available for wage increases, the panel determined that parity pay would be inappropriate.

#### Cost of Living Increase and Length of Contract

The parties agree that the length of the contract should be one year.

The impact of the rise in the cost of living between the termination of the 1978 contract between the parties and this decision was taken into account in the panel's determination of the wage increase.

#### Shift Differential

The Association proposed that an officer working the evening shift receive additional compensation at the rate of 4-1/2% of the fourth-year patrolman's wage and that an officer working the graveyard shift be compensated at the rate of 6-1/4% of the fourth-year patrolman's wage. The City submitted evidence showing that shift differentials are not common among police departments and that fire fighters in the City of Bremerton receive no shift differentials. The parties agreed that each uniformed police officer rotates his shift every two months so that the burden of having to work during the evening and at night is evenly spread among all personnel.

In view of the limited funds available to the City and

**the fact that the evidence presented did not show there to be any great need for shift differential pay inasmuch as the burden was evenly distributed among the uniformed officers, the panel determined that shift differential pay is inappropriate.**

### **Increase in Longevity Pay**

**Police officers receive the same longevity pay as do all other employees of the City and there was nothing to indicate that there was any great disparity between the longevity pay received by Bremerton police officers and that received by other police officers. On the contrary, the evidence indicated that the longevity pay provided by the City appears to be comparable with that provided by other comparable cities. In view of the fact that any money spent on increasing the longevity pay would reduce the money available for salaries where, as previously indicated, there is a disparity, the panel determined that an increase in longevity pay is inappropriate.**

### **Double Time for Court Appearances**

**The City submitted an exhibit which showed that none of the other cities considered to be comparable to Bremerton paid double time for court appearances. The parties agreed that for an officer to have to attend court during his time off was a great burden both to himself and to his family; however, neither party could show where the City would be able definitely to find the funds with which to pay officers double time for court appearances. The fact-finding panel recommended that there be no change in the compensation for off-duty court appearances. Under the circumstances, the panel determined that double time for court appearances would not be appropriate.**

### **Vacation Increases**

**The number of vacation days earned by Bremerton police officers compares favorably with the number of vacation days earned by police officers in comparable cities. An examination of the statistics on comparable cities presented by the parties shows that Bremerton ranks second or third in the number of vacation days earned by police officers having eleven years or less experience and ranks first with respect**

**to the number of vacation days earned by police officers having twelve or more years with the department. The panel concurred with the fact-finding panel's recommendation and determined that a vacation increase is inappropriate.**

### **Medical Benefit Increase for Families**

**The Association's request that the City assist with the increased costs associated with medical care is certainly understandable. The City now provides for medical coverage for dependants through the Association of Washington Cities and the parties agreed that in order to implement the changes requested by the Association, the City of Bremerton would have to petition the other members of the Association of Washington Cities to change its medical plan or find another means of providing medical insurance. From the evidence submitted to the panel it appears that the City would not be able to handle the cost of providing the requested coverage itself as the City simply does not have sufficient funds.**

**The City agreed that it would get together with the other members of the Association of Washington Cities for the purpose of discussing the possibility of improving the amount of dependent medical benefits provided by its medical plan. However, the City could not guarantee that it would be successful in obtaining the increase in the amount of benefits provided dependents requested by the Association as it had no control over the decisions made by the other members of the Association of Washington Cities.**

**With respect to whether or not the City could provide the requested benefits by obtaining other insurance, the City argued that it needs the advantage of multi-employer purchasing power and now participates in the largest group buying medical insurance available. Neither party submitted any evidence that the City would be able to purchase other medical insurance providing the existing coverage plus the additional coverage requested by the Association for approximately the same amount as the City pays for the existing coverage.**

**The panel determined that the increased medical benefits for families and vasectomies for male employees shall not be provided unless the Association of Washington Cities changes its medical coverage to provide these benefits. The panel further determined that the City shall request the Association**

of Washington Cities to change its medical plan to incorporate the benefits requested by the Association to the extent possible at the earliest opportunity.

#### **Increase in Clothing and Cleaning Allowance**

One of the reasons for denying parity pay was the desire on the part of the panel to compensate detectives for their clothing and cleaning costs and traffic patrol officers for their increased cleaning costs. In view of the fact that detectives are already receiving an increase associated with clothing, the panel determined that an increase in the clothing allowance would be inappropriate.

The evidence submitted by the parties with respect to cleaning allowances provided to police officers in comparable cities was inconclusive and the Consumer's Price Index for the Seattle-Everett area does not support the Association's contention that cleaning costs have gone up 25% to 50%. The Consumer's Price Index for urban wage earners indicates that costs of apparel and upkeep have experienced a minus 0.1% change from January 1978 to January 1979, a 3.5% increase from January 1979 to March 1979 and an increase of 2.3% from March 1979 to May 1979.

The fact-finding panel recommended that no change be made in the cleaning allowance.

In view of the fact that police officers will be receiving a cost of living increase to help with the rise in the cost of living and the fact that any amount paid to provide other benefits would only reduce the amount of money available for wages, the panel determined that an increase in the cleaning allowance would be inappropriate.

#### **Definition of Work Day - Work Week**

The parties agreed that there was no issue here for the arbitration panel to decide.

#### **Retention of Existing Benefits**

The parties agreed that there was no issue here for the

arbitration panel to decide.

### **Clarification of Paid Holidays**

The fact-finding panel recommended no increase in holiday compensation (pay or compensatory vacation time).

There was no evidence submitted to indicate that Bremerton was out of line with other comparable cities with respect to the rate of compensation it pays its employees for working on holidays. Therefore, the panel determined that an increase in holiday compensation would be inappropriate.

### **Parking for Officers Who Drive Their Cars to Work**

The Police Department provides transportation to and from work for those officers living within the Bremerton city limits and provides transportation to and from the cars of officers living outside the city limits. The Association requested that the City provide parking for those police officers living outside the city limits on the basis that officers living outside the city limits must leave their cars in unattended lots where there is a danger that their cars will be vandalized. Apparently, in the past, three police officers' private vehicles have been stolen and completely stripped during the time the officers were on duty. All three of these incidents occurred while the police officer was working the graveyard shift.

The City took the position that no other City employee is furnished with free parking and it would be inappropriate to provide parking for police officers and not other City employees, particularly where police officers already have a special benefit in the chauffeuring arrangement. The City further maintained that it does not have sufficient funds in its budget with which to provide free parking for employees. The evidence supported the City's contention that it could not provide free parking for police officers' private vehicles during normal working hours except at considerable expense to the City.

In view of the City's tight budget and the chauffeuring system already in existence for police officers, the added expense of providing free parking for police officers at the present time does not appear to be justified. However, the evidence showed that the City can provide parking for police

**officers' private vehicles during the graveyard shift at very little, if any, cost to the City. As it appears to be the graveyard shift which provides the greatest security problem for police officers' vehicles, the panel determined that free parking be provided for police officers' private vehicles during the graveyard shift only and that the chauffeuring arrangement now in existence be continued.**

#### **Parking for Officers When They Make Court Appearances**

**Officers who are required to attend court during their off-duty hours should not be required to spend time looking for parking places or be subjected to the added expense of having to pay for parking. Therefore, the panel finds it appropriate that the City provide free parking for police officers attending court during their off-duty time.**

#### **Compensatory Time Off (At Time and One-Half With a Two Hour Minimum) When Off-Duty Officers are Called in for Training**

**It is becoming increasingly common for professional persons to have imposed on them the requirement of obtaining a minimum number of hours of instruction and training per year. Such an arrangement is very much in the public interest as it forces professionals to keep abreast of current developments.**

**In the Bremerton Police Department it apparently has been a departmental policy for officers to receive compensatory time off for the time in which they must attend required training during their off-duty hours. The City maintains that this matter should be left as a matter of departmental policy and not put in the employees' labor contract. The Association, on the other hand, pointed out that officers can incur penalties for failure to attend a required school and that some officers never received any compensatory time off for the time they spent attending required training during their off-duty hours.**

**In view of the fact that it is already a departmental policy to provide compensatory time off to officers who must attend required training during their off-duty time, the panel determined that it is appropriate that an officer receive compensatory time off at straight time for his or her attendance at required training during off-duty time. As required training benefits both the police officer and the citizens of Bremerton, the panel determined that it is not**

**appropriate to compensate an officer for attending required training-at time and one-half with a two hour minimum.**

### **Conclusion**

**In conclusion, after thoroughly examining the testimony of the parties, exhibits presented by both the City and the Association, the recommendations of the fact-finder and the recommendations and opinions of the other members of the arbitration panel, the Arbitrator, pursuant to RCW 41.56.450 directs:**

**(1) That each member of the collective bargaining unit with less than five years experience is to receive a 5% increase in salary effective January 1, 1979.**

**(2) That each member of the collective bargaining unit with five years or more experience is to receive a 7.5% increase in salary, effective January 1, 1979.**

**(3) That each member of the collective bargaining unit, regardless of his or her experience, is to receive a 3% cost of living increase in salary effective June 1, 1979.**

**(4) That parity pay not be paid.**

**(5) That the length of the contract be one year.**

**(6) That members of the collective bargaining unit not receive shift differential pay.**

**(7) The longevity pay will remain unchanged.**

**(8) The overtime computation will remain unchanged.**

**(9) The vacation computation will remain unchanged.**

**(10) Medical benefits for dependents will remain unchanged unless the Association of Washington Cities changes its group medical insurance coverage to provide the benefits requested by the Association. The City shall request the Association of Washington Cities to change its group medical insurance coverage to incorporate the benefits requested by the Association at the earliest opportunity.**

**(11) The clothing and cleaning allowances will remain unchanged.**

**(12) Paid holidays remain unchanged.**

**(13) That free parking be provided for police officers' private vehicles during the graveyard shift but not during the day and swing shifts.**

**(14) That free parking be provided for a police officer's private vehicle while that officer is attending court during his or her off-duty time.**

**(15) That an officer is to receive compensatory time off at straight time for his or attendance at required training during off-duty time.**

**Rendered and prepared at Seattle, Washington August 14, 1979.**

**Carol J. Teather Arbitrator**

**Mayor Glen K. Jarstad  
For the City**

**X Concurs      Dissents**

**Detective Ranie Woods  
For the Union**

**Concurs      X Dissents**