

**City of Auburn  
And  
Teamsters Local No. 117, Police Lieutenants Unit  
Interest Arbitration  
Arbitrator: Kenneth M. McCaffree  
Date Issued: 07/31/1981**

**Arbitrator: McCaffree; Kenneth M.  
Case #: 03425-I-81-00080  
Employer: City of Auburn  
Union: Teamsters; Local 117  
Date Issued: 07/31/1981**

**IN ARBITRATION  
Between**

**TEAMSTERS Local No. 117, Police  
Lieutenants Unit, Auburn (UNION)  
-and**

**CITY OF AUBURN (CITY)**

**DECISION  
by  
Kenneth M. McCaffree  
Hansville, Washington 98340**

**July 31, 1981**

**RE: Wages, Overtime/Compensatory Time  
and Holiday Pay**

**Representatives:  
For the Union: Lt. Ernie Miller  
For the City: William A Coats**

**Case No. 3425-1-81-80  
Public Employee Relations  
Commission**

**INTEREST ARBITRATION**

**I. INTRODUCTION**

**A hearing on this matter was held in Auburn, Washington on July 7, 1981, pursuant to RCW 41.56. Following a declaration of impasse in their attempts to complete an agreement, this arbitrator was accepted to hear the issues and render a decision. The parties affirmed the arbitrator was properly selected and was given the authority to determine the issues presented to him.**

**Accordingly, the arbitrator proceeded to determine the issues before him, and to afford to the parties full opportunity to present their**

respective positions on each issue, to examine and cross examine witnesses, to offer information and data through exhibits, to make oral arguments and otherwise to inform the arbitrator on the relevant aspects of the issues in dispute. The Union offered 11 exhibits, the City, five. Those testifying included E. Miller, Police Lieutenant; William R. Harold, City Personnel Director, N.J. Gibson, Jr., City Chief of Police, and Edward J. Wilson, Police Captain. Others who entered into the discussion at various times included Russ Olson, Business Representative of the Union, and Police Lieutenants Murray Board and Ronald-Cude. The Union made an extended opening oral statement, and brief concluding summary remarks. An opening written statement was given the arbitrator by the City. Post hearing written summary briefs were due on July 15, 1981. A brief was received only from the City and this was timely done. The arbitrator also tape recorded the proceedings.

## **II. ISSUES AND POSITIONS OF THE PARTIES**

There were three issues placed before the arbitrator: first, the level of monthly salary for police lieutenants; second, overtime time payments/compensatory time for overtime work, and third, compensation for work on a holiday. The positions of the Union and the City are set forth below.

### **A. Salary Level**

**Union:** Effective 1-6-81, increase wages to \$2,825.33 per month, an increase of 19.95% over the current salary of \$2,356 per month (Un. Ex. #1).

**City:** Effective 1-6-81, increase salary to \$2,685 per month, an increase of 13.98% over the current salary of \$2,356 per month (C. Op. S.2).

### **B. Overtime/Compensatory Time**

**Union:** Employees shall be paid at the rate of time and one-half of their hourly base rate for all hours worked outside a regular assigned eight (8) hour shift in any one day and/or 40 hours in a regularly scheduled work week. The employee has the option to take overtime pay or compensatory time off for said overtime hours.

(Union Ex. #1 has been reproduced as Attachment A. That sets forth the full proposal of the Union on this subject).

**City:** The City's wage offer above was made, subject to the Union dropping its request for overtime/compensatory time and holiday pay. An "Hours of Work" proposal was made by the City (Attachment A).

### **C. Holiday Pay**

**Union:** Employees who are required to work on a designated holiday shall receive one and one-half times their hourly base rate for hours worked and shall receive a furlough day in lieu of that holiday worked. (The exact proposal is included in Attachment A).

**City:** If a lieutenant works a holiday, the employee will be allowed to take a mutually agreed to compensatory day (C. Op.S. 3).

In the discussion of Union's Ex. #11, it became evident that the parties had not discussed, negotiated, nor resolved the Union's request for (a) accruing of 40 hours of compensatory time; (b) three hours minimum call back pay or (c) three hours standby pay. These are matters dependent upon resolution of the overtime/compensatory time provision above. The arbitrator was requested to remain available potentially to consider these issues, dependent upon his decision in the overtime/compensatory time issue. After a decision on the latter provision the parties wished an opportunity to resolve any remaining issues before proceeding to submit any other issues to this arbitrator.

## **III. SUMMARY OF PERTINENT FACTS**

### **A. Wages and Salaries**

- 1. Port of Seattle Police - "A 13% pay differential shall be maintained between the Lieutenants' and Port Police Sergeants' base monthly rate" (Un. Ex. #2).**
- 2. Renton Police Department - In both 1980 and 1981, Lieutenants' base monthly salary exceeded sergeants' base monthly salary by 13%. The Lieutenants' salary in 1981 was \$2,787 per month, with \$35 per month added after five years service, and with 90 credits under the educational incentive provision, an additional \$30 per month was agreed to (Un. Ex. #3).**
- 3. Auburn Police Sergeants averaged 76.8 hours per month In overtime in 1980, equivalent to \$132.29 per month (Un. Ex. #4). Five individuals, who were sergeants over the entire first six months of 1981 averaged \$15,803. One, who was the**

detective sergeant earned \$17,109 and the remaining four averaged \$15,481 (C. R. Br. 5).

4. Increase in base salary levels and salary ranges in other cities for lieutenants have been summarized below from City Ex. #13.

City	Base Salary Percentage Increase 1981 over 1980	Salary Range*
Mountlake Terrace	11.0	\$2435 - \$2619
Kent	12.0	2157 - 2632
Lynnwood	10.9	2260 - 2543
Redmond	14.0	2242 - 2840
Renton	12.0	- 2787**
Kirkland	9.8	2256 - 2654
Puyallup	9.01	2265 - 2546
Edmonds	10.0	2275 - 2781
Olympia	13.0	2046 - 2535
Mercer Island	10.0	2130 - 2719
Average Auburn	11.17	\$2230 - \$2666

\*All salaries, except for Renton, are for the 2nd in Command in the Police Department.

\*\*This rate is \$2822 after five years service and \$2817 with 90 credits of educational incentive.

5. Percentage wage/salary increases of 1981 over 1980 for other units of employees in the City were as follows (C. Op.S.6).

Police Unit -	13.1
Fire Unit -	13.1
Public Works -	13.0
Finance -	12.5
Unrepresented Management -	13.1

6. Salaries for department heads in the City of Auburn.

Planning Director	\$2657 (9)*
-------------------	-------------

Street Supt.	\$2619 (30-40)
Water & Sewer Supt.	\$2313 (17)
Park Director	\$2598 (25/50-150 p.t.)
Fire Dept. Capt.	\$2679 N/A
Fire Dept. Lieut.	\$2464 N/A

**\*Approximate number of employees supervised.**

**7. The Consumer Price Index (CPI) for all urban consumers, increased 10.0% from April 1980 to April 1981. The annualized rate of increase for the CPI (U) during the first four months of 1981 was 8.4%. The increase over the 12 months in 1980 was 12.4 percent (C. Op.S., BNA LRR attachment, News and Background Information, June 1, 1981).**

**B. Overtime/Compensatory Time/Holiday Pay**

**The data on the two remaining issues have been summarized together.**

**1. Lieutenants, in cooperation with Police Captains and their Police Chief, establish currently a working schedule in accordance with the responsibilities of the positions occupied. The exact hours required to be "on the job" are somewhat flexible, and no overtime is currently authorized. Lieutenants and captains may be called at home or when off duty for a number of reasons, that occur infrequently, and do not always require the presence of the lieutenant at the scene of the event, activity, etc. (Un. Ex. #5; Testimony: C. Op.S 8).**

**2. Lieutenants have been, and may be, assigned to a shift, and hence lose the current flexibility of hours (Un. Ex. #6). Requests for compensatory time have been denied, although adjustments for "casual" overtime by taking compensatory time was possible, and done (Un. Ex. #7, 8, and 9).**

**3. A Lieutenant Mulkey was presumed to have received two hours compensatory time explicitly in January, 1980 (U. Ex. #10). The exact circumstances were not established. Testimony did confirm, however, that no compensatory time pay offs were made to any lieutenants, while they worked as lieutenants, under the recent arbitration decision and Court settlement of accumulated compensatory time (City Ex. #14).**

**4. The following table shows Overtime/Compensatory Time/Holiday Pay for ten other cities (C. Ex. 12).**

City	Overtime	Compensatory	Time Holiday*
Mountlake Terrace	No	Yes	Holiday
Kent	No	No	Day off
Lynnwood	Yes	No	Day off
Redmond	No	No	Day off
Renton	Yes	Yes	Day off
Kirland	No	No	Holiday
Puyallup	"Fair" time**	No	Holiday
Edmonds	No	No	Holiday
Olympia	No	No	Holiday
Mercer Island	No	No	Holiday

\*"Holiday" means the day is not worked, and no other policies apply.

"Day off" means the day is not a regular work day, and if worked, another day off is allowed in lieu of the worked holiday. No City pays 1-1/2 time for day worked, and gives a day off in lieu of the holiday worked (C. Op.S.II).

\*\*All police department personnel on duty during the annual Puyallup Fair are paid overtime.

5. No overtime is paid for extra hours of work for the Planning Director, Street Superintendent, Water and Sewer Superintendent and Parks director in the City. None of these are granted additional compensation if they work a holiday (C. Op. 5.11).

#### C. General Information

The Police Department in Auburn is headed by the Chief of Police. One Lieutenant, Director of the Administrative Services Division, reports directly to the Chief. Two Captains are employed, one heads the Support Services Bureau and a Lieutenant who heads the Special Services Division that includes the jail services unit, record unit and traffic violations reports to him. The second Captain directs the Operations Bureau of which the major division is the Uniformed Services headed by a Lieutenant. The entire Department contains about 65 people. One Sergeant heads the identification unit, another leads the detective unit, and four others report to the Lieutenant in the Uniformed Services Division. Thus one Lieutenant is in a senior-staff relationship to the Chief, and the other two are in line command, at the second level below the Chief. All have several persons in their divisions that require supervision (City Ex. #15).

#### IV. DISCUSSION OF ISSUES

The arbitrator is directed by statute to examine the level of salaries and working conditions prevailing in comparable cities for comparable positions, to look at internal salary and wage structures and working

conditions of the employer, to review trends in wages, compensation, and working conditions, to evaluate changes in the "cost of living," and to evaluate other factors that may affect the bargaining relationship (RCW 41.56.460). These factors are reflected, to a substantial extent, in the data and information provided above. Further, however, the arbitrator should be guided by those factors that most likely would direct the parties, and attempt to arrive at a proposed settlement that would be most likely reached by the parties in a "free" collective bargaining situation, when the right to strike was available. This latter consideration requires some judgement on the relative strengths of the two parties, and what they would likely do, or how they would react, if in fact a strike, or other pressures, were available to both. Obviously, such a judgement can never be precise, and thus quantitative data on prevailing patterns of settlement, where available, and comparable levels of wages and conditions become primary considerations for the arbitrator.

There are reasons for considering the three issues presented to the arbitrator essentially as a single proposal and a counter proposal. The City explicitly made the offer of a monthly salary, \$2685, conditional to the withdrawal of the Union requests on overtime/compensatory and holiday pay. In addition, the general approach and argument of the Union emphasized the compensation character of the latter issues. The major argument emphasized the added income obtained by sergeants from overtime and similar premium pay situations, which the lieutenants believed should be available to them to keep their salaries a certain percentage above that amount received by sergeants. Finally, regular compensation is related to hours normally worked, and extra hours worked reasonably relate to compensation levels and/or increases.

#### **A. Hours and Compensation**

There were no very firm data on how much overtime the lieutenants would actually have, but the total has not been large in recent years. A very limited number of special events and/or activities were cited when the lieutenants were required to work over extended time periods. Although subject to being called out at night or on week-ends, this had occurred equally as infrequently, and perhaps occurred only two or three times per year. Miller could identify no specific instance for himself in the last three months. Only three examples were offered that lieutenants had worked on week-ends, outside their regularly scheduled day work during the week, and two of these occasions were at the option of the employee. No work by lieutenants was reported on holidays.

The employees did indicate that a certain amount of "casual" overtime occurred. This was generally described as occurring at the end of a shift, at lunch, or even prior to the beginning of a regular day's work in order to be certain to see a member of the department. For this type of "overtime,"

**the Lieutenants were able to exercise discretion in quitting early, take a slightly longer lunch period, next day, or coming in late some day to compensate. This arrangement allowed some nominal flexibility of hours on duty, and even permitted lieutenants "to stop by the department" on week-ends. There were no extended periods of overtime in these cases, nor work directed to be done by the Chief or a Police Captain. Finally, the evidence was substantial that lieutenants at Auburn have not been paid overtime nor were any lieutenants included in the compensatory time pay off from the recent court decision for any overtime worked while a lieutenant.**

**On the basis of the above evaluation, the arbitrator concluded that the demand for overtime beyond the "casual" overtime described above was primarily a "protective measure" to avoid being directed to work extended periods of time outside the presently established day shifts without specific provision in advance for compensation. The Union presentation at the hearing emphasized this aspect of overtime, and spent little effort in justifying that part of the Union proposal dealing with specific hours and overtime arrangements.**

**The arbitrator also concluded that set hours at which the lieutenants were to be continuously on the job and effectively supervised, such as those hours for sergeants, patrol officers, jail services employees and so forth, were important, but less so than additional compensation. Set hours and compensation for overtime such as contained in the Police Unit Agreement are not compatible with employee discretion to adjust hours nominally daily and/or weekly to suit the convenience of the employee and/or compensate for each bit of "casual" overtime. Keeping records of such activity, and determining what was to be paid as overtime and what was compensatory time would be exceedingly burdensome on all and unnecessarily costly administratively.**

**There was no convincing evidence or argument made to the arbitrator that the employees wanted a set eight hour day, five day week, and forgo the present flexibility afforded employees to adjust daily and weekly hours in a nominal way, with the expectation that some "overtime" would result. Rather the argument was that lieutenants should be paid substantially more than sergeants because "casual" overtime exceeded the corresponding compensatory time off, in order for the lieutenants to get their work assignments completed. Since sergeants get overtime pay, the "extra hour" put in by lieutenants should be compensated for in higher salaries. It was not necessarily a means to insure regularized work schedules, or to obtain overtime income per se but to justify higher compensation in a regular monthly salary. Thus the issue is really how much should lieutenants be paid, given their working conditions, hours, and hours arrangements?**

## **B. Salary Increases and Levels**



**The Union's proposal of \$2825 per month, that increases lieutenants' salaries by over 19 percent between 1980 and 1981 has little factual data to support it. First, the \$2825 per month, as a single rate for all lieutenants, is higher than the top of the range for lieutenants and/or those second in command in Police Departments in nine of ten other comparable cities in the Seattle-Everett-Tacoma Metropolitan area, per Item 4 on Wages and Salaries above. No lieutenant in the Auburn Police Department has two years service. The rate at Renton, a city cited explicitly by the Union, does not pay its lieutenants the proposed salary until after five years of service. Further, no Police Department among the ten cities shown in item 4 has increased salaries this year by more than 14 percent (Redmond). The base rate for lieutenants is only \$2242 In Redmond, compared to the proposed \$2825 starting rate (and ceiling rate) in Auburn, a difference in favor of Auburn by 26 percent. Difference in hours, work load, or responsibilities were not evident with which to justify such a differential. With the exception of Mountlake Terrace, similar differentials would exist between beginning rates and that proposed by the Union among the several cities in the comparison group.**

**In addition, the relationship between sergeants and lieutenants in other cities cannot support the increase proposed by the Union. The Union cited a 13% base rate differential between sergeants and lieutenants at the Port of Seattle, and in Renton (Un. Ex's#, 2 and 3). The Union proposal would make the base rate monthly salary differential between sergeants and lieutenants at Auburn over 25%.**

**Finally, the 1980 Consumer Price Index rose by 12 percent and the annualized rate, in recent months, has been falling. The proposed 19.98% far exceeds an amount justifiably based on the changes in the "cost of living" as measured by the change in the CPI.**

**Thus, on the basis of the above factual information, the Union proposal was clearly too much. Neither the present increase in salaries nor the level of salary can be justified by prevailing patterns or levels. On the other hand, was the City's proposal too low? The offer was a 13.98% increase, \$2685 per month, if the Union dropped its request for overtime/compensatory time and holiday pay.**

**Clearly, the City's offer fits much more closely to the pattern in surrounding cities. The percentage increase proposed is within a very small fraction as great as any of the ten cities of comparable size, that have been used frequently for comparison purposes with Auburn. The 13.98% increase proposed by the City exceeds the average increase by nearly three percentage points. The proposed increase of 13.98% also exceeds the percentage increase given to all other union groups in the City as well as**

unrepresented management personnel. As the City also points out in its brief:

"While the City of Auburn does not give credit for experience, the salary which would be generated by the City's offer of \$2685, exceeds the top salary available in all but four cities and exceeds the average of the top of the salary range by approximately \$20 per month. The salary exceeds the average minimum of the salary ranges by \$455 per month" (C. R Br. 2).

Further, the City's proposal provides an 18-1/2% differential between the sergeants' base monthly salary compared to the proposed salary of lieutenants at \$2685. This exceeds both the differentials between sergeants' and lieutenants' base salaries in Renton and at the Port of Seattle. In addition, given the general description of administrative responsibilities of the Lieutenants, the City's proposed salary compares favorably internally with that paid other administrative personnel, as seen in item six above, under Wages and Salaries, pertinent data. Finally, the City's offer in percentage salary increase exceeded the 1980 CPI percentage increase by 1.6 percent points, and if total compensation were included (14.58% increase; C. Op. S. 3), the excess of the percentage change in total compensation over the "cost of living" change exceeds two percentage points. This Increase in "real" income was greater than other groups in Auburn's government, and substantially in excess of what most members of the labor force obtained in 1981 (107 LRR 83, Column 2; Attachment, C. Op. S.).

The final aspect of the analysis relates to the hours of overtime. The trade-off is in part for a provision to pay overtime for "casual " overtime (with set shift hours) or continuation of the flexible daily/weekly hours arrangement and informal compensatory time off within the pay period, as discussed above. Another part deals with the overtime of sergeants, and their resulting salaries in relation to the City's proposed salary for lieutenants. The claim by the lieutenants that the City's proposal failed to take account of extra hours worked as "casual overtime" uncompensated by other short period time off, is not well founded on the basis of the sizable differential provided between sergeants' base pay and the proposed lieutenants' monthly salary. The City's proposal allows sergeants to earn nearly six percent more from overtime, and a 13 percent differential between sergeants' base pay plus overtime and the lieutenants' salary would still remain. The arbitrator recognized, first, that sergeants' overtime pay is confined to a substantial extent, to one sergeant, and second, sergeants work irregular shift schedules on a rotating basis, including week-ends and on holidays. This latter hours arrangement cannot be disregarded, and, to most persons including the current members of this bargaining unit will be regarded as substantially less desirable or advantageous than the hours arrangement now provided to lieutenants. Furthermore, a comparison of

**overtime earnings by the four or five sergeants other than the detective sergeant indicated an even greater margin for the lieutenants pay over the earnings of the sergeants including overtime pay, than the 13% noted above.**

## **V. CONCLUSIONS AND DECISION**

**The above data and evidence on salary levels, and other economic information are preponderantly in support of the conclusion that the Union's proposal is "too high" and substantially "out of line" with comparable employees with other bargaining units. The City's proposal, on the other hand is at or very near the top, either in percentage wage Increases or salary levels for Auburn Police lieutenants relative to that obtained by other comparable employee groups and police lieutenants/captains. The arbitrator concluded that the City's proposal mets the criteria in the statute, and accordingly decided that the salary of employees in the lieutenant's bargaining unit should be \$2685 per month, effective on January 6, 1981.**

**The current "flexible" hours arrangement allows substantial discretion to the lieutenants in completing their duties and meeting their responsibilities. To develop a set schedule of hours and to allow overtime/compensatory time at one-quarter hour intervals and attempt to maintain a "flexible" hours arrangement would be administratively unwise if not impossible. There is merit to the City's argument that lieutenants are supervisors and a part of management, with an obligation to do the job even if some "casual" overtime occurs beyond what nominal compensatory time may be taken under the "flexible" hours arrangement. This arbitrator was not convinced that the extent of this "casual overtime" is presently burdensome on the employee nor greater than what an individual In a responsible supervisory role should anticipate. The above salary level of \$2685 under usual and general circumstances, will provide a reasonable differential between the salaries of lieutenants and those they supervise directly.**

**On the other hand, there are certain aspects of a collective bargaining relationship that should properly be recognized and reduced to writing. Assignments of an unusual character and for an extended time beyond the normal work period should be considered "extra," and provisions made in advance on how these situations should be handled and compensated. Although the working relationships are such now that these assignments have not occurred to an extensive amount, this situation may not always be the case, especially if superiors to the lieutenants should change. An agreement on employment relationships should speak both to "normal" work loads and responsibilities and to "extra"work assignments. The extra work assignments should not necessarily be considered "overtime," but work for which extra compensation should be paid.**

**On the basis of the above, the arbitrator has developed a section on "regular hours of duty" and a section on "extra work assignments," in lieu of an extended article on hours of work, overtime, compensatory time, and other similar duty and compensation arrangements. These are as follows:**

**Article V      Duty Assignment**

**Section 1:      Regular Hours of Duty.**

**The Chief of Police or his designee shall approve the regular work week schedule for the members of the bargaining unit. Members of the bargaining unit shall be consulted in the development of such work week schedules which shall establish the hours to be followed by the employees in meeting the responsibilities of the positions to which they have been assigned.**

**Section 2:      Extra Work Assignments.**

**A.      In the event an employee is directed by the Chief of Police or his designee to work**

**(a)      in excess of four (4) hours beyond the hours of any regular scheduled work day , or**

**(b)      in excess of four (4) hours on any regularly scheduled day for not working.**

**for all hours worked over eight (8) hours under (a) above or for all hours worked under (b) above, the employee, at the time said hours are worked, may elect**

**(1)      to receive compensation at one and one-half his regular hourly salary rate, or**

**(2)      to take compensatory time off at one and one-half the time worked for his regularly scheduled hours of work, provided the compensatory time is taken prior to the end of the next regular pay period.**

**B.      In the event an employee is directed by the Chief of Police or his designee to work on a holiday, the employee shall be given a day off from his regular work scheduled within thirty (30) days after the holiday.**

**In summary, it is the intent In Section 1 above to retain essentially the current working arrangements so that employees in the unit are not bound**

by a set schedule of hours from which no deviation may be made. The responsibilities of second and third level supervisors can be met and carried out with some discretion on the part of the employee, who may well be confronted with "casual overtime" in excess of any nominal compensatory time. Further, the administrative hassle of keeping track of and monitoring the hours worked by lieutenants can be administratively and advantageously avoided. Furthermore, it is the intent of Section 2 that there may well be times when the lieutenants will be required to work extra hours to meet an emergency, or a series of unexpected events, and in line with the nature of a collective bargaining agreement and the normal responsibilities and duties of these employees at second and third level supervision, these extra hours should be paid for by special salary arrangements or compensatory time.

Finally, the arbitrator has taken into account the hours and working conditions of the lieutenants, he has examined the factual data and evidence on salary levels and recent increases in wages and salaries; he has looked at the changes in the Consumer Price Index and the "cost of living." The prevailing practice and conditions in overtime and holiday pay in neighboring cities were reviewed. In addition, it was recognized that this was the first agreement of a new bargaining unit of lieutenants, of which there are no others among other comparable sized cities in the Seattle metropolitan area. All of these factors were combined to reach the decisions set forth above on the monthly salary levels and the working conditions specified under Article V - Duty Assignments.

Sincerely,

Kenneth M. CmCaffree

KMM:mg

## ATTACHMENT A

### COUNTER CONTRACT PROPOSAL FROM LOCAL 117 TO CITY OF AUBURN (LIEUTENANTS)

**WAGES** Effective 1-6-81 increase wage to \$2,825.33 per month.

#### ARTICLE V HOURS OF WORK AND OVERTIME

**Section 1. HOURS OF DUTY.** -The Chief of Police shall establish regular work schedules for the members of the bargaining unit, such that the working hours for the employees shall be equivalent to forty (40) hours per week on an

**annualized basis. The normal workday shall be eight (8) hours inclusive of the lunch period.**

**Section 2. OVERTIME. Except as otherwise provided in this Article, employees shall be paid at the rate of time and one-half of their hourly base rate for:**

- a. all hours worked outside the regularly assigned eight (8) hour shift in any one day;**
- b. all hours worked on a scheduled furlough day; and**

**All overtime must be authorized by the Chief of Police. In all cases in computing overtime, the nearest one-quarter hour shall be used.**

**Section 3. If an employee is called back to duty he/she will be guaranteed a minimum of three (3) hours at one-and one-half times his/her hourly base rate.**

**Section 4. COURT An employee required to testify in court on behalf of the Auburn Police Department during off duty hours shall be paid a minimum of three (3) hours at one and one-half -times his/her hourly base rate for such attendance, except where such attendance is an extension of the end of his/her regularly scheduled shift at which time normal overtime procedures will apply. For court attendance in Seattle only, pay time shall-be based on portal to portal from the Auburn Police Department to the court in Seattle and return.**

**Section 5. Payment for authorized overtime hours worked shall be pay or compensatory time at the employee's option, such option to be exercised at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one-half hours for each overtime hour worked.**

**All compensatory time accumulated by an employee in excess of forty (40) hours as of the 30th of November each year shall be paid at the employee's then current rate of pay on the first payday of December. At the option of the employee, any or all of the remaining forty (40) hours may be paid at that time, but no more than forty (40) hours of accumulated compensatory time be carried past the 30th of November.**

**Section 6. The City and the Union agree that the use of standby time shall be consistent with sound law enforcement practices and the maintenance of public safety. Employees formally placed on standby status shall be compensated on the basis of three (3) hours straight-time pay for eight (8) hours or fraction thereof. If an employee is actually called back to work, normal overtime shall apply in addition to such standby premium.**

**ARTICLE VII - HOLIDAYS**

**Section 2. Employees who are required to work on a designated holiday shall receive one and one-half times their hourly base rate for hours worked and shall receive a furlough day in lieu of that holiday worked at a time which is mutually agreeable to the employee and the Chief of Police or his designee in writing by the employee and such requests shall be answered in writing by the Chief of Police or his designee. Said furlough day in lieu of a holiday shall be taken within on (1) year of the date accrued.**

**Section 3. A request to take a Floating Holiday may be made by an employee at any time prior to a shift assignment for which it is to be used. It may be approved by the unit or Superior Officer so long as there remains the required number of personnel on duty for that shift.**

**THE UNION RESERVES THE RIGHT TO ADD TO, DELETE, MODIFY OR AMEND ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS.**

## **ARTICLE V**

### **HOURS OF WORK**

**HOURS OF DUTY. The Chief of Police or his designee shall approve regular work schedules for the members of the bargaining unit. Members of the bargaining unit shall be expected to participate in development of such schedules which will establish the normal work week within the responsibilities of the position.**