

**Public Safety Employees, Local 519 Service Employees International Union, AFL-CIO  
And  
King County  
Interest Arbitration  
Arbitrator: J.B. Gillingham  
Date Issued: 02/18/1983**

**Arbitrator: Gillingham; J. B.  
Case #: 04309-I-82-00094  
Employer: King County  
Union: SEIU; Local 519  
Date Issued: 02/18/1983**

**In Interest Arbitration pursuant to  
RCW 41.56  
between  
COUNTY OF KING, WASHINGTON**

**and**

**PUBLIC SAFETY EMPLOYEES, LOCAL 519  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO**

**Arbitration  
Opinion and  
Award**

**Hearing: Seattle Washington  
January 12, 1983**

**Appearances:  
For the County  
J. Wes Moore  
Administrative Assistant  
Labor/Employee Relations  
For the Union  
Dustin N. Frederick  
Business Representative**

**J. B. Gillingham  
Arbitrator**

**Background**

**These parties negotiated a collective bargaining Agreement effective January 1, 1982 to December 31, 1983 which was approved by the King County Executive on March 8, 1982. This Agreement established wage rates for the year 1982 and further provided in Article VII as follows:**

**Section 1. (b) Effective January 1, 1983, the base wage rates**

as set forth in the 1982 wage addendum shall be adjusted by an amount as negotiated between the parties during 1982 or as established through binding arbitration as provided in R.C.W. 41.56.

As expiration of the first year of that Agreement approached, the parties bargained to an impasse on wage adjustments for 1983, an impasse which was not resolved in mediation. The parties thereupon submitted the matter to arbitration, pursuant to RCW 41.56, by the following stipulation dated November 30, 1982.

NOW COMES the Public Safety Employees, Local 519 by and through their representative Dustin N. Frederick AND the County of King through their representative Albert G. Ross to agree and stipulate:

1. To waive their right to name one person to serve as their partisan arbiter on the arbitration panel and empower J. Benton Gillingham to serve as sole arbitrator with all the power, authority, rights and responsibilities assigned to the Arbitration Panel under RCW 41.56.
2. That the issues in dispute to be submitted to the arbitrator are limited to: general wage increase for Commissioned officers.

A duly scheduled hearing was held in the County Personnel Offices on January 12, 1983 at which both parties had full opportunity to present witnesses, evidence and argument. Both parties submitted substantial and detailed data relating to wage rates and fringe benefits in comparison jurisdictions, changes in the BLS Consumer Price Index, and other data relevant to the criteria set forth in R.C.W. 41.56. Subsequently, at the request of the Arbitrator, the parties submitted brief written summaries of their respective positions.

#### **Positions of the Parties**

The County summarized its position as follows:

1. The County had offered to increase the base wage rates in effect on December 31, 1982 by three and four tenths of one percent (3.4%). The effective date of said increase was to have been January 1, 1983 and the resulting wage rates would have remained in effect through December 31, 1983.
2. Premiums, including those set forth in Article VII, Sections 2-6 and Addendum "A", Section 2 of the current agreement were to remain at 1982 levels rather than benefit from the increases as set forth in item one (1) above.

The County, during the mediation process, had attempted to support its offer through arguments based upon the language of RCW 41.56.460; specifically, that portion of the statute relating to comparisons of the wages, hours and conditions of

**employment of the uniformed personnel of West Coast cities and counties of similar size.**

**Wage and benefit information for selected jurisdictions demonstrated that 1982 King County salaries were well above the averages for not only Washington jurisdictions, but those of Oregon and California as well. With a 3.4% increase to the 1982 King County rate of \$2,256.00/month, the resulting rate of \$2,332.00/month would have left King County trailing only Santa Clara County at \$2,475.00/month, the City of Oakland at \$2,420.00/month, the City of Portland at \$2,349.00/month and the City of Seattle at \$2,336.00/month for two months with the Seattle rate being increased to \$2,366.00/month effective March 1, 1983. It was the County's position that there existed no compelling reason for it to maintain its relative standing with the City of Seattle rate; that is to say, the County saw no justification for continuing to pay its Police Officers at a rate which was sixteen dollars (\$16.00) per month more than that paid to Seattle Police Officers.**

**The County's position relative to the second issue was based upon the literal interpretation of the language contained in Article VII, Section 1(b) of the current agreement which arguably limits any adjustments to those made to "base wage rates".**

**.....**

**The Union summarized its position as follows:**

**The Union is requesting an eight percent general wage increase which will raise our current monthly salary for top grade police officers from \$2256.00 to \$2436.48. This is a one percent drop in our request from our final position in mediation and we made this adjustment primarily due to the recent drop in the Seattle-Everett Consumer Price Index. Our present salary level and our relative position among the comparable jurisdictions cited in Union Exhibit One has been established through ten years of negotiations. After five arbitration awards, i.e., 1975, 1976, 1977, 1978, 1979, and innumerable exhibits regarding the relative efficiency and productivity of King County Police Officers we finally managed to place ourselves in the top twenty percent of comparable West Coast jurisdictions and approximately sixteen dollars above the City of Seattle. In recent years we have managed to maintain that position without the assistance of arbitration. The primary reason that we avoided arbitration was the fact that the County offered salary and benefit increases equivalent to those negotiated by Seattle Police and the Union accepted these proposals primarily because they preserved our relative position**

**among the comparable jurisdictions. In 1980, 1981 and 1982 we settled for exactly the same increase as Seattle Police. However, 1983 is a different situation because if we received an increase identical to that negotiated by Seattle Police, i.e. 4.3% plus thirty dollars at mid-term (see Union Exhibit Four), we would not maintain or preserve our relative position among all comparable West Coast jurisdictions. It is true that we would maintain our position relative to Seattle but Seattle is not the only comparable jurisdiction. In addition, the City of Seattle is in a more difficult financial position than King County. Also, the statistics that have consistently justified and documented our superior productivity and excessive workload vis-a-vis other jurisdictions are still operative, and thus our salary position relative to all other West Coast jurisdictions should remain essentially unchanged.**

#### **JUSTIFICATION**

**As a result of prior negotiations and pursuant to the guidelines set forth in RCW 41.56.460 several factors have been commonly and traditionally used to justify requested wage increases. With respect to our present wage request I will address in outline form each of the factors listed in RCW 41.56.460:**

**(a) The constitutional and statutory authority of the employer:**

**King County has full authority to negotiate the collective bargaining agreement and the ability to pay.**

**(b) Stipulation of the parties - The parties have stipulated that the only issue at impasse is the amount of the general wage increase for Commissioned personnel for 1983. In addition, the parties have stipulated that the arbitrator has all rights, responsibilities, powers and authority assigned to the tri-partite arbitration panel under RCW 41.56.**

**(c) Comparison of the wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours and conditions of employment of uniformed personnel of cities and counties respectively of similar size on the West Coast of the United States:**  
**- Union Exhibit One lists the sixteen comparable jurisdictions and the monthly salary for a top grade officer. Since these negotiations are limited to a "wage reopener" it is the Union position that hours, conditions of employment and other items of compensation are not relevant to these negotiations. If the parties had wanted to open the entire compensation package for**

negotiations, then and only then would comparisons in these other areas be valid. However, the parties expressly limited the negotiations to "wages" and the salary for top grade officer has been our traditional measure in comparing wage rates. Union Exhibit One is self-explanatory and illustrates that King County's salary is currently only slightly above the average salaries in Washington, Oregon and California and not in the top twenty percent. This is due primarily to the fiscal year vs. calendar year difference between California, Oregon and Washington respectively, i.e., Oregon and California are always six months ahead of Washington in salary increases. As Exhibit One illustrates, an eight percent increase would restore King County to a position within the top twenty percent, a position which has been amply justified to the County in prior negotiations.

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

1. The percentage increase in the Nov 81-Nov 82 CPI-W was 2.9%. However, we believe this is an aberration and not fully indicative of the real increase in the cost-of-living to King County Police Officers. Even at 2.9% Seattle had the highest CPI increase on the West Coast. (See Union Exhibit 6a). In addition, if the "shelter" component is extracted from the index, as many economists and labor relations professionals believe it should be, then the increase is 4.9%. (See Union Exhibit 6b, page 3 Special Index "All items less shelter").

2. In addition, the increase in the CPI-W is only one factor in arriving at a fair wage increase and we have often negotiated increases in excess of the CPI. (See Union Exhibit Two).

(e) Changes in any of the foregoing circumstances during the pendency of the proceedings -

1. The CPI-W has dropped considerably but it is an aberration and due primarily to the slump in housing in Washington. As the economy recovers the CPI-W will rise rapidly and this should be considered in evaluating an increase for 1983.

2. Three local jurisdictions have completed negotiations during the pendency of our negotiations and the average increase was

**5.96%, (i.e., Seattle - 5.6%; Tacoma - 6%; Everett - 6.3%).**

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

**1. As documented in prior years' negotiations, King County has excellent productivity (i.e., crime clearance rates) vis-a-vis other jurisdictions.**

**2. King County Police serve approximately the same number of people as Seattle Police and have an equal level of requests for service yet King County has only 475 officers and Seattle has over 900. King County Police have essentially twice the workload and are much more efficient than their counterparts in the City of Seattle.**

**3. King County has an extremely low recruiting salary and an extended salary range, i.e., 60 months. Thus King County hires its employees at a cheaper rate and takes much longer to pay them the top rate, thereby enjoying a considerable long range cost advantage vis-a-vis other jurisdictions.**

**4. With regard to the City of Seattle, which has been established through prior arbitration awards and negotiations as the most comparable jurisdiction; King County enjoys several significant savings in police salary costs:**  
**a. The overtime rate for Seattle Police includes all premium pay, e.g., longevity, detective pay, etc.**

**In King County the overtime rate has been interpreted to be 1½ times the base rate only and it does not include premium pay. This represents a tremendous cost savings for King County vis-a-vis Seattle because overtime is extensive for police officers.**

**b. Seattle pays pension contribution on the basis of an hourly rate which includes all premium pay.**

**King County does not include premium pay for pension contribution. Once again this is a considerable cost saving for King County.**

**c. Seattle pays approximately \$22.00 per officer per month for professional liability insurance which includes both civil and criminal liability.**

**King County pays nothing for insurance; they provide civil liability protection through the King County Prosecutor but do not provide criminal liability protection. King County Officers pay for their own criminal liability through the Union at a cost of \$7.50 per officer per month.**

**In conclusion, when all the factors specified in RCW 4.56.460 are reviewed and given their appropriate weight, our wage request of eight percent is extremely well justified.**

### **Arbitrator's Analysis and Decision**

#### **1. Adjustment of base wage rates.**

**There is no significant dispute between the parties with respect to the appropriate comparison jurisdictions, existing wage levels and recent wage adjustment in those jurisdictions, changes in the BLS Consumer Price Index and other relevant data. The primary dispute boils down to the question of what adjustment is appropriate for King County Police Officers in relation to their counterparts in comparison jurisdictions, most significantly, in my opinion, the City of Seattle, where a two step adjustment was negotiated effective September 1, 1982, providing a general increase of 4.3 percent effective September 1, 1982, with a second increment of \$30 per month effective March 1, 1983. The parties agree that this amounts to an average increase of 5.2 percent over the entire twelve month period, and will result in a total increase of 5.6 percent in the base rate over that period. (By mutual understanding and established practice, the parties use the top step for Police Officer as the "base rate" for purposes of discussion and negotiation. Under the present Agreement, for officers hired after January 1, 1981, this step is reached in five annual increments over a period of five years service).**

**In analyzing the wage history for King County Police Officers in relation to the various comparison jurisdictions, the salient and undisputed fact for present purposes is the long-standing, precise and consistent tandem relationship between King County and the City of Seattle. It is undisputed that this close relationship was established or maintained in a series of five arbitration proceedings in the years 1975 through 1979; and of even greater significance in the opinion of your present Arbitrator, in each of the years 1980, 1981 and 1982, these parties freely negotiated Agreements in which they settled upon exactly the same**

wage increase negotiated by the Seattle Police Officers Guild and the City of Seattle.

This close relationship is not surprising, in view of the potent underlying labor market factors at play. Officers in these two jurisdictions must meet similar qualifications; they have similar if not identical job duties and responsibilities; they work in immediately contiguous, largely similar and even overlapping socio-geographic areas; they are recruited from the same labor force pool; both groups are well represented vis-a-vis their respective employers; and both departments have been striving, under public pressure, to upgrade the quality and effectiveness of their operations.

Given this wage history and the continuing labor market forces which underlie it, my judgment is that the burden is heavily on either party who proposes that the Arbitrator make an award significantly different in principle from that which the parties themselves saw fit to agree upon in the preceding three years when they freely negotiated their own agreement, i.e., the adjustment negotiated by the City of Seattle and the Seattle Police Officers. It is my further judgment, after careful review of the evidence and argument submitted, that neither party has successfully carried this burden. There was no showing or even any contention by either party that the Seattle settlement was in any way abnormal, distorted, unreasonable or otherwise incompatible with the criteria set forth in RCW 41.56. Nor did the Union make any convincing showing that an equivalent settlement would significantly disturb the present position of King County Police Officers relative to the various comparison jurisdictions other than Seattle. With reference to the rather surprising phenomenon of the decline in the CPI-W for the Seattle-Everett area between September and November 1982, subsequent to the Seattle settlement, it is my opinion that there is considerable merit in the Union's arguments quoted above, although in part speculative. In this context it might be noted in passing that the annual increase in the area CPI-W for "All Items less Shelter" was reported as 4.9 for the period November 1981 to November 1982; and the "Seattle-equivalent" base wage increase for County Police Officers averaged over the year January through December 1983 happens to work out to 4.9 percent. In any event, however, it is my judgment that this particular decline in the CPI in this two-month period does not merit and should not be accorded sufficient weight to override the very strong reasons for preserving the well established wage relationship already discussed above.

In summary, it is my considered opinion and decision that the most reasonable, well grounded and appropriate wage adjustment for King County Police Officers for the calendar year 1983 is an amount equivalent to that received by Seattle Police Officers



for the year running from September 1, 1982 through August 31, 1983. Based upon the data and calculations jointly submitted by the parties, this equivalent adjustment would be achieved by an increase of 4.25 percent in the 1982 rates, effective January 1, 1983; and an additional increase of 1.27 percent on the 1983 rates effective July 1, 1983.

2. The County proposal to freeze wage premiums at 1982 dollar amounts.

Your Arbitrator rejects this proposal on two grounds. First, in my opinion this proposal falls outside the proper scope of the stipulated issue in the joint arbitration Submission Agreement based upon Article VII, Section 1(b) of the collective bargaining Agreement. In brief, it is my judgment that in the absence of express exclusionary language, the term "general wage increase" is most accurately and properly interpreted to include those various wage premiums which are explicitly and organically tied to the base wage rate by the express terms of the collective bargaining Agreement. Second, quite apart from this procedural consideration, on substantive grounds the proposed freeze would run contrary to and defeat the intent of the basic decision as set forth above, to wit, to award an increase equivalent to that received by Seattle Police Officers.

After careful review of all the evidence and argument presented, with due regard to the provisions of RCW 41.56, and based upon the considerations set forth above, I hereby make the following award.

#### **Arbitration Award**

The wage rate schedules as set forth in ADDENDUM A of the present Agreement shall be increased by 4.25 percent effective January 1, 1983; and an additional increase of 1.27 percent on then existing rates shall be made effective July 1, 1983.

Seattle, Washington  
February 18, 1983

J. B. Gillingham  
Arbitrator