

**Seattle Police Management Association
And
City of Seattle
Interest Arbitration
Arbitrator: Alan R. Krebs
Date Issued: 10/02/1984**

**Arbitrator: Krebs; Alan R.
Case #: 05059-I-84-00114
Employer: City of Seattle
Union: Seattle Police Management Association
Date Issued: 10/02/1984**

**IN THE MATTER OF
CITY OF SEATTLE
and
SEATTLE POLICE
MANAGEMENT ASSOCIATION**

**PERC No.5059-I-84-114
Date Issued: October 2, 1984.**

**INTEREST ARBITRATION
OPINION AND AWARD
OF
ALAN R. KREBS**

**Appearances:
CITY OF SEATTLE
SEATTLE POLICE MANAGEMENT ASSOCIATION**

**Gordon J. Campbell
James H. Webster**

**IN THE MATTER OF
CITY OF SEATTLE
and
SEATTLE POLICE
MANAGEMENT ASSOCIATION**

OPINION OF THE NEUTRAL CHAIRMAN

PROCEDURAL MATTERS

A three person arbitration panel was selected by the parties in accordance with RCW 41.56.450 in order to resolve certain bargaining issues which remained at impasse following negotiations and mediation. The Employer, City of

Seattle, named Carol Laurich as its Arbitrator on the Arbitration Panel. The Association, Seattle Police Management Association, named Captain William Taylor as its Arbitrator on the Panel. Arbitrator Alan R. Krebs was selected as the Neutral Chairman. A hearing was held in Seattle, Washington on May 15 and 16, June 25, 26, and 27, 1984. The City was represented by Gordon Campbell, Assistant City Attorney. The Association was represented by James Webster, of the law firm, Durning, Webster & Lonquist.

At the hearing, the testimony of witnesses was taken under oath and the parties presented documentary evidence. A reporter was present during the proceedings, and a transcript was prepared and made available to the Neutral Chairman for his use in reaching a decision.

The parties agreed upon the submission of simultaneous posthearing briefs. The briefs were postmarked in a timely manner and were received by the Neutral Chairman on August 27, 1984. By agreement of the parties, additional facts were stipulated into evidence on August 30, September 5, and September 21, 1984.

ISSUES

The City and the Association are parties to a collective bargaining agreement which expired on August 31, 1983. The parties were unable to reach agreement on a successor agreement despite their efforts in negotiations and the efforts of a mediator. In accordance with RCW 41.56.450, the Executive Director of the Public Employment Relations Commission certified that a number of issues were at impasse. Since that certification, the efforts of the parties in collective bargaining negotiations have resulted in a substantial reduction in the number of issues outstanding. The parties agree that the issues remaining unresolved relate to salaries, clothing allowance, and work outside of classification.

Applicable Principles

RCW 41.56.460 sets forth certain "basis for determination" which must be considered by this Panel. It provides:

41.56.460 Uniformed personnel-Arbitration panel-Basis for determination. In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and as additional standards or guidelines to aid it in reaching a decision,

it shall take into consideration the following factors:

(a) The constitutional and statutory authority of the employer.

(b) Stipulations of the parties.

(c) Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of like personnel of like employers 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.

RCW 41.56.430, which is referred to in the above quoted language, provides as follows:

41.56.30 Uniformed personnel-Legislative declaration. The intent and purpose of this 1973 amendatory act is to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated service of these classes of employees is vital to the welfare and public safety of the state of Washington; that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes.

Background

The bargaining unit is comprised of 57 police management employees, including 37 lieutenants, 14 captains, 5 majors, and 1 police communications director who is paid at the captains rate. The average length of service among the bargaining unit employees is about 20 years. The expired agreement, the third between the parties, was achieved last year following an interest arbitration award

issued by Arbitrator Michael H. Beck.

Comparable Cities

One of the primary standards or guidelines enumerated in RCW 41.56.460 upon which the panel must rely in making its determination is:

(c) Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of like personnel of like employers of similar size on the west coast of the United States.

In order to make such a comparison, one must first determine which cities on the west coast should be selected as similar in size to Seattle for the purposes of this proceeding.

Arbitrator Beck, last year, selected five cities to be used for comparison with Seattle, those being Long Beach, Oakland, Portland, San Francisco, and San Jose. The Association argues that since there has been no change in circumstances which would invalidate that determination of comparison cities, it should be reaffirmed in order to increase the likelihood that future settlements can result from negotiations rather than litigation.

The City agrees that the five cities advocated by the Association are appropriate for comparison. However, it would also add the cities of Sacramento and San Diego. The City reasons that a larger sampling than five cities is needed to meet the needs of the parties. The City points out that the comparable cities which it proposes are the same ones which have been used in past negotiations and interest arbitration with both the Seattle Police Officers Guild and the Seattle Fire Fighters Association, and are the same cities which it has used for the past ten years, except for the deletion of Tacoma.

Set forth below are the population figures for the cities suggested as comparable:

	<u>Population</u>	
	<u>City figures</u>	<u>Association figures</u>
Long Beach, Ca.	361,334	356,906
Oakland, Ca.	339,288	338,721
Portland, Or.	366,383	366,383
San Francisco, Ca.	678,974	674,150
San Jose, Ca.	636,550	628,106

Sacramento, Ca.	275,741	-
San Diego, Ca.	875,5~4	-

There is much to be said for the Association's argument that consistency in the selection of comparable cities would be beneficial to the negotiations process. Nevertheless, I am persuaded by the City's argument that five comparables are just too small a sample. This dispute involves relatively few issues. Yet, the difficulties caused by a sample of only five cities are still apparent. As will be seen in the later discussion of each of the disputed bargaining subjects, frequently the information from one or more of the five comparable cities suggested by the Association are either not available or not applicable. For example, regarding the issue of clothing allowance, Long Beach, Portland, and San Francisco have quartermaster systems, and thus cannot serve as a basis for comparison. This leaves only two cities that can be used for comparison. Similar difficulties in establishing a trend for comparison purposes can be seen when one examines the divergent approaches taken by the suggested comparison cities with regard to the issues relating to pay steps and work out of classification. If, as the Association argues, having a stable set of comparable cities would be beneficial to future negotiations between the parties, then I am convinced that a broader sampling than five cities would add a better measure of dependability and reliability for comparison of the variety of issues which are raised in negotiations.

If additional cities are to be added to the five suggested by the Association, then the two suggested by the City are the best candidates. The seven cities suggested by the City represent all the west coast cities with no less than half, nor more than twice Seattle's population. Moreover, it is significant that the Association suggested the inclusion of Sacramento and San Diego, among others, as comparable cities in the interest arbitration proceedings before Arbitrator Beck.

1) Salaries

The parties agree that the duration of the collective bargaining agreement should be three years. The City proposes that all bargaining unit members receive a 1.5% increase effective September 1, 1983. It proposes additional increases effective September 1, 1984, and September 1, 1985, each in an amount equal to 80% of the Seattle-Everett CPI-W, July to July, with a minimum increase

of 1.5% and a maximum increase of 6%. The City argues that its proposal is comparable to wage increases received by other city employees, and maintains the bargaining unit's ranking above the average among the west coast comparable cities.

The Association proposes a 10.3% increase effective September 1, 1983. It proposes that effective September 1, 1984, there be a 10% increase plus a cost of living adjustment equal to the change in the CPI-W between July 1983 and July 1984. It proposes that effective September 1, 1985, there be a 5% increase plus a cost of living increase equal to the change in the CPI-W between July 1984 and July 1985. In the alternative it proposes for 1983, an 8.2% increase which would restore the unit's total compensation rates to the relative levels of 1979, compared to the cities which it contends are comparable. Also in the alternative, it proposes a wage increase of at least 6% for the second year of the settlement, based upon the average settlements for 1984 in the suggested comparable cities.

Arbitrator Beck, in his Award, determined that a 15% differential in pay is appropriate between the pay of lieutenants and captains, and between the pay of captains and majors. Neither party has disputed that formula. Therefore, in the same manner as Arbitrator Beck, I shall set the base monthly salary (top step) for a lieutenant and add 15% to determine the rate of pay for captains, and add 15% above the captain rate for the majors. Since the 15% pay differential is already in effect, this means that the same percentage pay increase awarded to the lieutenants shall also be awarded to the captains and majors.

The base monthly salaries (top step) for police lieutenants in the comparable west coast cities as of January 1, 1984, and January 1, 1985, are reflected below:

	<u>1984</u>	<u>1985</u>
Long Beach	3635	3817
San Jose	3525	3713
Oakland	3383	3611
San Francisco	3347	3651
Portland	3073	Not Available
Sacramento	2952	3117
San Diego	2950	3098
Average	3266	3501

The current base monthly salary (top step) for lieutenants in Seattle is \$3,372.

The delay in the settlement of the parties' collective bargaining dispute has had the effect of permitting the panel to be presented with all of the contract settlements for 1983 and most for 1984, for the comparable cities. The salary increases granted in the comparable cities during 1983 are listed below:

Long Beach, Ca.	4.0%
Oakland, Ca.	5.75%
Portland, Or.	-0-
San Francisco, Ca.	5.4%
San Jose, Ca.	6.0% (4% - 7/1; 2% - 8/1)
Sacramento, Ca.	8.0%
San Diego, Ca.	4.25%

The average salary increase for the comparable cities in 1983 was 4.77%.

All of the comparable cities except for Portland have already agreed upon contract settlements for 1984, and these are listed below:

Long Beach	5%
Oakland	6.7%
Portland	Not Available
San Francisco	9.08%
San Jose	6% (4% - 7/1; 2% - 11/1)
Sacramento	5.6%
San Diego	5%

The average salary increase for the comparable cities in 1984 was 6.23%.

Only two of the comparable cities have, as yet, reached a settlement to become effective during 1985. Long Beach agreed to a wage increase equivalent to 90% of the CPI-U, with a minimum increase of 5% and a maximum increase of 7.5%. Oakland has agreed to a 5% wage increase for 1985.

Both parties agree that total compensation including benefits should also be considered. However, they differ to some extent with regard to the specific benefits which should be considered. In the figures below, I have added to the January 1984 base monthly salaries all the direct monetary reimbursements to the employees, such as, marksmanship pay, educational and training incentives, holiday pay, and longevity. I have also added the costs that the cities have assumed for medical and dental benefits. Finally, I have deducted the amount of pension

contributions that the employee is required to make:

Long Beach

base monthly salary		3635
medical/dental benefits	+	224
marksmanship pay	+	12
		3871
employee pension contribution	-	73
		3798

San Jose

base monthly salary		3525
medical/dental benefits	+	207
POST pay <u>1</u>	+	265
holiday pay	+	198
		4195
employee pension contribution	-	296
		3899

Oakland

base monthly salary		3383
medical/dental benefits	+	227
POST pay	+	135
longevity	+	133
		3878
employee pension contribution	-	359
		3519

San Francisco

base monthly salary		3347
medical/dental benefits	+	65
		3412
employee pension contribution	-	234
		3178

Portland

base monthly salary		3073
medical/dental benefits	+	258
educational incentive	+	65
		3396
employee pension contribution	-	215
		3181

Sacramento

base monthly salary		2952
medical/dental benefits	+	198
longevity	+	8
POST pay	+	443
educational incentive	+	147
		3748
employee pension contribution	-	292

		3456
San Diego		
base monthly salary		2950
medical/dental benefits	+	64
POST pay	+ _____	105
		3119
employee pension contribution	-	142
		2977

1 POST pay is an abbreviation of "police officer standards and training".

The average total compensation less employee pension contributions for the seven comparable cities, taking into account the increases for 1983, is \$3,429.

Seattle's current total compensation less employee pension contributions is reflected below:

Seattle		
base monthly salary		3372
medical/dental benefits	+	251
		3623
employee pension contribution	-	202
		3421

Each party suggested an alternative method for calculating hourly wages for Seattle and the comparable cities. The Association argues that the hourly wage should be determined by dividing the annual total compensation by the number of hours actually worked in a year. It calculates the number of hours actually worked by subtracting holidays and vacations from the total number of scheduled hours. The Association argues that this method gives appropriate economic value to paid leave.

The City argues that the hourly wage should be calculated by dividing the annual total compensation by the total number of scheduled hours. It argues that vacations and holidays do not add to the actual pay that an employee receives, but instead should be viewed as part of the benefit proportion of the employee's total compensation.

I have determined not to consider holidays or vacations for purposes of compensation comparisons. Of course, the number of holidays and vacations to which an employee is entitled has a direct financial impact on the employer. The employer may incur additional personnel costs in order to replace the absent employee or else accept diminished

productivity. However, it would be misleading to factor holidays and vacations into the compensation equation for comparative purposes and ignore a host of other issues related to hours. Captains and majors in this bargaining unit received 40 hours of executive leave each year in lieu of overtime and off-duty standby. Lieutenants receive time and a half, either in pay or in compensatory time off, for each hour worked in excess of the normal work week. No evidence was presented with regard to whether police management employees in the comparable cities receive time off in a similar manner. It must be remembered that we are dealing with supervisory or managerial employees, and that the treatment of such employees with regard to overtime may vary substantially from employer to employer. Also, police management employees of the City who are not assigned to the patrol division are entitled to have a half hour off-duty lunch break each day. While there was testimony that not all employees entitled to the benefit actually use it, nevertheless, it is a substantial benefit which serves to reduce the number of hours actually worked. Of the seven comparable cities, only three have a similar benefit. In sum, a consideration of holidays and vacations without regard to the treatment of overtime or lunch hours, will not supply an accurate picture of the hours actually worked by an employee.

The City argues that in each of the west coast comparison cities the cost of living is higher than Seattle, and that this difference in the cost of living must be considered when comparing salaries. The City retained Runzheimer and Company, Inc., a respected management consulting firm, to compare the living costs in Seattle with the living costs in the seven comparable cities. Runzheimer followed an assumption that it was dealing with a family of four with an income level of \$40,500, that owned a house which it purchased within the past six years. Runzheimer's report reflected that the average cost of living in the comparable cities is 8% higher than the cost of living in Seattle.

Both sides argued at length regarding the reliability of the Runzheimer data. Even assuming that the data presented is accurate, I do not believe that it conclusively establishes that there is a higher cost of living for currently employed police management employees in the comparable cities than there is for those employed in Seattle.

As the City recognized in its brief, housing is the

most significant variable in the cost of living. In the Runzheimer report, higher housing costs in the California cities was the principle reason that Seattle had a lower cost of living. Dr. David Knowles, Associate Professor of Economics at Seattle University, testified on behalf of the Association, and conceded that California housing prices are higher than in Seattle. This was confirmed by a number of other exhibits introduced into evidence, including statistics published by the United States Bureau of the Census. Dr. Knowles attributed the high California housing costs to a steep run up in prices during the past eight or nine years. Richard Schneider, Runzheimer's vice president for living costs services, testified that there was a rapid increase in California housing costs between three and eight years ago.

While the present high California housing costs may arguably be relevant with regard to comparing employees who are about to or have recently purchased housing, their relevance to employees who have been homeowners for ten or more years is questionable. Since the average police management employee is well over 40 years of age, it is not unlikely that he or she has owned a house for a considerable number of years. There is no explanation in the record for the Runzheimer Report's assumption that the employee has purchased a home within the past six years. If one were to assume a 10 or 15 year home ownership tenure, there is no basis in the record for comparing living costs. Moreover, as Dr. Knowles testified, the run up in housing costs in California in recent years, can be viewed as a financial advantage for individuals who were already homeowners and have experienced a substantial increase in the value of their homes. For these reasons, it just cannot be said that in this particular bargaining unit, the employees enjoy the advantage of lower living costs than employees similarly situated in the comparable cities.

The Association contends that since 1979 its salaries have steadily eroded in relation to the comparable cities. It relies on the fact that in 1979, the base monthly salaries of Seattle police lieutenants was 6.5% above the average of the five cities which it contends are comparable. By 1982, the advantage enjoyed by Seattle lieutenants had slipped to 3.7%. The Association contends that it needs a 7.1% pay increase "to establish parity" with its relative 1979 advantage. On the other hand, the City presented evidence which reflected that between 1967 and 1973, the City's police lieutenants were paid considerably below the average of the comparable cities. I see no more reason for

restoring an historical pay advantage than for restoring such a disadvantage. In either case, such historical comparisons will be disregarded.

The Association argues that cost of living information, such as provided by the consumer price index, should only be considered for the third year of the settlement because actual compensation data relating to the comparable cities is available for the first two years of the contract term. However, RCW 41.56.460 does not restrict the application of the cost of living criteria as suggested by the Association. Rather, the cost of living is listed as a primary standard for the panel in the same manner as comparability. Therefore, the cost of living figures will be given significant weight for the purpose of determining wage adjustments in all three years at issue.

In their respective proposals for the second and third years of the agreement, both sides refer to the Seattle-Everett consumer price index for urban wage earners and clerical workers (CPI-W) from July to July. Thus, it appears that there is agreement that the July to July CPI-W is the appropriate application of RCW 41.56.460(d). The CPI-W for July 1982 to July 1983 was minus .2%. The CPI-W for July 1983 to July 1984 was plus 3.8%.

RCW 41.56.460(f) directs the panel to consider such other factors "which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment." Based on this criteria the City contends that several other factors should also be considered.

The City points out that its wage offer is consistent with settlements reached with other unions in the City, including the Fire Fighters Association and the Fire Chiefs Association. In this regard, it should also be noted that the Police Guild received a 3.5% increase, effective September 1, 1983, as a result of an interest arbitration award. The City asserts that this 3.5% increase moves the salaries of the Guild members closer to the 15% differential between a sergeant's and a lieutenant's salary, which, in close approximation, had been in existence for six years prior to Arbitrator Beck's Award.

In addition, the City points to the fact that the salaries paid to comparable ranking officers employed in other cities located near Seattle with a population of more than 20,000, are significantly below that which are paid to Association members.

These "other factors" which the City urges the panel to

consider, are such that are traditionally considered in the determination of wages, hours and conditions of employment. It is safe to say that they are not infrequently raised at the bargaining table by one side or the other to justify bargaining demands. Therefore, they have been considered, but with lesser weight than that which is given to the specifically enumerated criteria of west coast comparability and cost of living.

I conclude that the appropriate salary increases, based on the statutory criteria, are 2.4% effective September 1, 1983, 4.8% effective September 1, 1984, and effective September 1, 1985, a percentage increase equal to 90% of the cost of living increase for the preceding year (CPI-W, July to July).

The 2.4% increase for 1983 reflects equal weighting to the virtually unchanged cost of living in the applicable period and to the 4.77% average increase in the comparable cities. This formula for determining the salary increase is similar to that used by Arbitrator Beck in his Award last year. It is particularly appropriate here in view of the bargaining unit's favorable compensation levels relative to the comparable cities. For 1983, the top step base monthly salary for a lieutenant would be \$3,453. This figure maintains Seattle's ranking of third out of eight among the comparable west coast cities in terms of base monthly salaries. Moreover, it is still 5.7% above the average. The total compensation figure less employee pension contributions for top step Seattle lieutenants is \$3,496. This places Seattle fourth out of eight among the comparable cities, but still about 2% above the average. On the other hand, the 2.4% increase awarded to the Association is less than the 1983 increases implemented in any of the comparable cities, except for Portland.

The 4.8% increase also reflects equal weighting between the applicable cost of living increase and the average increase for 1984 in the comparable cities. The cost of living figure that I have used is 3.42% which is 90% of the 3.8% increase in the cost of living during the applicable period. This takes into account the fact that the City will absorb additional medical and dental costs during 1984. Thus, the City, in effect, is absorbing, separate from the base salary increase, part of the potential cost of living increase which the employees may face.

The increase awarded for 1984, while less than the increase implemented in the six comparable cities which have as yet settled, will still mean that Seattle's total compen-

sation levels are very close to the average. Seattle will be in fourth place among the eight comparable cities in base monthly salaries (top step) for Police lieutenants. Also, the salary levels awarded here reflect real gains for bargaining unit members in relation to the cost of living, both for 1983 and 1984, and will roughly maintain their real income levels in 1985. At the same time the pay increases awarded here are within roughly one and two percentage points, respectively, of the pay increases achieved by other City employees for 1983 and 1984.

The City's assertion that an 80% increase in the cost of living is appropriate, with a minimum 1.5% increase and a maximum 6% increase, is supported only on the basis that it is equivalent to the settlements reached with other City unions. There is not an ample basis in the record for such a significant reduction in the real earnings of the City's police management employees. Moreover, the two comparable cities that have thus far settled for 1985, have settled on significantly higher increases than the City here has offered.

Given that we are already some months into the third year of the disputed contract, I see little reason to protect the parties from unforeseen future fluctuation in the cost of living by setting a floor and ceiling on the increase for the third year.

The expired Agreement provides for three pay steps for lieutenants and captains and two pay steps for majors, with step movements occurring at six month intervals. The Association argues that there is no justification for these pay steps, because employees are required to perform all duties satisfactorily at all times. Assistant Chief Roy Skagen testified that in his experience, an employee new to a position cannot be expected to perform in the same manner as an experienced employee. In relation to the comparable cities, Seattle's use of pay steps is close to the average. Therefore, I conclude that the number of steps called for in the expired Agreement shall be retained.

Arbitrator Award Salaries

Appendix A - Salaries shall read as follows:

Section 1. The classifications and corresponding rates of pay covered by this Agreement are as follows. Said rates of pay are effective September 1, 1983, through August 31, 1984.

Police Lieutenant \$3183 \$3315 \$3453

Police Captain	\$3660	\$3812	\$3971
Police Major	\$4385	\$4567	

Section 2. The following rates of pay are effective September 1, 1984, through August 31, 1985.

Police Lieutenant	\$3336	\$3474	\$3619
Police Captain	\$3836	\$3995	\$4162
Police Major	\$4595	\$4786	

Section 3. Effective September 1, 1985, the base wage rates enumerated in Section 2, shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for the Seattle-Everett Metropolitan area. The "Index" used shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W) (1967=100) covering the period from July 1984 through July 1985 as published by the Bureau of Labor Statistics. The percentage increase in the Consumer Price Index shall be based upon the July Index points as computed by the Bureau of Labor Statistics under the following formula:

$$\frac{\text{July 1985 Index Pts.} - \text{July 1984 Index Pts.}}{\text{July 1984 Index Points}} \times 100 =$$

The resulting percentage increase shall be rounded to the nearest tenth of a percent

Section 4. The term "Consumer Price Index" as used herein shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W) (1967=100) as published by the Bureau of Labor Statistics of the United States Department of Labor for the Seattle-Everett Metropolitan area.

Section 5. In the event the "Consumer Price Index" becomes unavailable, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for the purposes of computing such increase, and

if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment

2) Clothing Allowance

Bargaining unit members currently receive a \$325 clothing allowance. The Association Proposes that the clothing allowance be raised to \$500 annually and that an additional clothing allowance in the amount of \$300 be paid upon promotion to lieutenant. The City proposes a clothing allowance of \$350.

Lieutenant Jerald Taylor testified that upon promotion to the lieutenant position, an officer must spend \$405 for his uniform. He further testified that during the past year, he has spent \$210 for uniform expenses and about \$350 for cleaning expenses. Lieutenant Taylor testified that the carrying of a gun accelerates the wear and tear on a police officer's jacket.

Assistant Chief Roy Skagen testified that a majority of the bargaining unit employees do not regularly wear their uniforms to work, but instead wear civilian clothes. He stated that during the current year, he, himself, has spent nothing on his uniform, and a total of seven or eight dollars on cleaning. He further stated that these expenditures were about the same as he had incurred when he was a major.

The evidence presented regarding clothing expenditures is conflicting. The expenditures appear to vary significantly among the employees. A review of the comparable west coast cities indicates that three of the seven comparables, Long Beach, Portland, and San Francisco, do not offer any clothing allowance, but rather have a quartermaster system. Sacramento's allowance is \$510, Oakland's is \$450, San Jose's is \$400, and San Diego's is \$350. None of the comparable cities provide additional uniform allowances upon promotion to the lieutenant's position. Seattle police officers within the Police Guild bargaining unit receive an allowance of \$300.

Based on the above, I believe that the City's offer of \$350 for clothing allowance is reasonable for 1983. This would bring the clothing allowance on a par with San Diego which is lowest among the comparable cities. I conclude that additional increases of \$25 for each of the following two years is appropriate. Thus, by 1985, the bargaining

unit employees will receive a clothing allowance of \$400, which would place the City in third position among the comparable cities, on a par with San Jose. The practice followed by the comparable cities supports the City's position that a special clothing allowance upon promotion to the lieutenant Position is not supportable.

Arbitrator Award - Clothing Allowance

Article III.14 of the Agreement shall read as follows:

CLOTHING ALLOWANCE

Section 14. Clothing Allowance

Employees shall purchase clothing and equipment in accordance with department standards. Effective September 1, 1983, each employee shall be paid \$350.00 annually to cover the cost of replacement of said items. Effective September 1, 1984, this amount shall be increased to \$375. Effective September 1, 1985, this amount shall be further increased to \$400. The anniversary date for payment of the annual clothing allowance shall be based upon one-year intervals beginning with eighteen (18) months service from the employee's date of hire as a sworn police officer with the Seattle Police Department. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

3) Work Outside of Classification

The current Agreement requires that a unit employee must work two consecutive weeks performing the duties of a higher ranking position, before being entitled to payment at the first step of the higher rank. Once the threshold is reached, such higher pay is retroactive to the first hour worked out of class.

The Association proposes that its members be compensated for all hours worked in a higher classification. It reasons that when an employee must perform the duties and accept the responsibilities of the higher paid position, that employee should be paid accordingly.

Lieutenant Taylor and Major A. W. Terry both testified that officers temporarily assigned to a higher ranking position, perform all of the duties of that higher rank. On the other hand, Assistant Chief Skagen testified that an officer who is assigned to the duties of a higher ranking

position for a few days or a week would not perform all the functions of the higher ranking position. He explained that if an officer is going to be gone for a short period, then such matters as important meetings and community speeches are rescheduled, and personnel and policy issues are held in abeyance.

With regard to the comparable cities, San Jose follows the same out-of-class pay procedure as does Seattle. Long Beach does not provide out-of-class pay. Sacramento does provide out-of-class pay for all hours worked out of classification. Oakland, San Francisco, and San Diego have an eight hour threshold period, with retroactivity back to the first hour worked. Portland provides out of class pay after three days in the higher paid Position, but offers no retroactivity. Seattle's current treatment of its police management employees with regard to out-of-class pay, is consistent with its treatment of its other supervisory employees.

I am in agreement with Arbitrator Beck, who last year concluded that the available evidence does not establish that any change in this provision is appropriate.

Arbitrator Award - Work out of Classification

Article III, Section 6 of the expired Agreement shall be retained without change.

Seattle, Washington

Dated: October 2, 1984

Alan R. Krebs, Arbitrator