

**RECEIVED**

FEB 09 1987

PUBLIC EMPLOYMENT  
RELATIONS COMMISSION  
OLYMPIA, WA

**IN THE MATTER OF  
SNOHOMISH COUNTY**

**AND**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES  
AND DRIVERS, LOCAL UNION NO. 763**

**PERC No.: 6360-I-86-146**

**Date Issued: January 26, 1986 7**

**INTEREST ARBITRATION**

**OPINION AND AWARD**

**OF**

**ALAN R. KREBS**

**Appearances:**

**SNOHOMISH COUNTY**

**J. David Andrews and  
Nancy Williams**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS, LOCAL UNION  
NO. 763**

**Herman L. Wacker**

**IN THE MATTER OF  
SNOHOMISH COUNTY**

**AND**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES  
AND DRIVERS, LOCAL UNION NO. 763**

**OPINION OF THE ARBITRATOR**

**PROCEDURAL MATTERS**

The Arbitrator was selected by the parties in accordance with RCW 41.56.450 and Article XVI, Section 16.2.1 of their 1985-87 Collective Bargaining Agreement. The first day of hearing was held in Marysville, Washington, on October 7, 1986. The second day of hearing was held in Everett, Washington, on November 14, 1986. Snohomish County was represented by J. David Andrews and Nancy Williams of the law firm, Perkins Coie. Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 was represented by Herman L. Wacker of the law firm, Davies, Roberts, Reid & Wacker.

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 Arbitrator for his use in reaching a decision.

The parties agreed upon the submission of simultaneous post hearing briefs. The briefs were received by the Arbitrator on December 26, 1986.

#### **BACKGROUND**

The County and the Union are parties to a collective bargaining agreement which expires on December 31, 1987. The bargaining unit is comprised of 120 law enforcement officers of the County Sheriff's Department including 98 deputies, 17 sergeants, and 5 lieutenants. The median length of service is about 7 years for deputies, and considerably longer for sergeants and lieutenants. Article XVI, Section 16.2 of the labor agreement permits either party to reopen the agreement as of January 1, 1986 in order to negotiate amendments relating to wages, educational incentive pay, longevity pay, and health and welfare. Article XVI, Section 16.2.1 provides that in the event that the parties are unable to reach agreement on these issues, the dispute shall be submitted for interest arbitration in accordance with RCW 41.56.

#### **ISSUES**

The parties were unable to reach an agreement on the reopened issues 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 the parties were at impasse with regard to wages, educational incentive pay, longevity pay, and health and welfare. Since that certification, the efforts of the parties in collective bargaining negotiations have resulted in an agreement with regard to health and welfare. The parties agree that the issues remaining unresolved relate to wages, educational incentive pay, and longevity pay.

#### **APPLICABLE STATUTORY PRINCIPLES**

Where certain cities and counties and their uniformed personnel are unable to reach agreement on new contract terms through negotiations and mediation, RCW 41.56.450 calls for the interest arbitration of their disputes. RCW 41.56.030 defines "uniformed personnel" for whom interest arbitration is available as encompassing law enforcement officers of cities with a population of at least 15,000, or of counties of the second class or larger. The parties agree that Snohomish County, with a population of 366,700, meets the statutory standard for interest arbitration.

RCW 41.56.460 sets forth certain "basis for determination" which must be considered by this Arbitrator. 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.

#### **Comparables**

One of the primary standards or guidelines enumerated in RCW 41.56.460 upon which the Arbitrator must rely in making his 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 like employers on the west coast should be selected as similar in size to Snohomish County for the purposes of this proceeding.

The parties were unable to agree upon a list of like employers. The County proposes that the Arbitrator consider the following three counties as appropriate for comparison: Spokane County, Washington; Klackamas County, Oregon; and Stanislaus County, California. These counties were selected from among all the counties in the three west coast states, Washington, Oregon, and California, based on an examination of each county's total population, population in nonincorporated areas, total square miles, nonincorporated square miles, and miles of county-maintained roads. A county was considered similar to Snohomish County for any of these criterion which was within 25 percent of that for Snohomish County. If a county came within the similar range on nonincorporated population and on at least two of the other size criteria, it became one of the County's comparators.

The Union suggests that the Arbitrator should consider three types of employers as comparable jurisdictions. It urges that all ten of the Washington counties that are subject to statutory interest arbitration be considered. It also asserts that all 17 counties in Washington, Oregon, and California which have a population between 200,000 and 525,000 are comparable. As additional comparable employers, the Union points to all 23 cities in Washington which are subject to statutory interest arbitration and which are situated within counties which are subject to interest arbitration.

Whatever the merits of the County's methodology, the sample that it came up with is just too small. With only three comparators, any one of them will have an enormous influence on the conclusions reached. One or two of them may have unusual contract terms reflecting unique circumstances or an atypical labor relations relationship. A larger sample is necessary in order to reflect a meaningful norm of like-sized jurisdictions. No larger sample can be gleaned from the information supplied by the County.

The Union's position has the opposite flaw. It is too broad. First, its suggestion to use all counties subject to interest arbitration would result in using comparators that are not of similar size. That would not comply with the requirement of RCW 41.56.460(c) that "similar size" employers be compared. Counties such as Cowlitz, with a population of

79,000, and King, with a population of 1,326,600, cannot be considered to be of similar size to Snohomish County, with its population of 366,700.

The same reasoning can be applied to the Union's reliance on Washington cities with a population of over 15,000. Such cities are not of like size to Snohomish County. The only Washington city with a population between 200,000 and 525,000 is Seattle, which has a population of 490,900. Seattle and Snohomish County can hardly be said to be comparable, since Seattle employs 1,004 fully-commissioned law enforcement officers, whereas Snohomish County employs 127. Moreover, the statute calls for a comparison of "like employers." While there are many similarities in the nature of law enforcement supplied by counties and cities, counties and cities are distinguishable entities. They generally serve different purposes and have different taxing authorities. An adequate sample can be obtained by using counties alone, and counties, after all, are more like counties than they are like cities.<sup>1/</sup>

The Union argues that the compensation paid by Washington cities have added significance because that compensation has been influenced by the statutory interest arbitration

---

<sup>1/</sup>The County cited several interest arbitration decisions in which the arbitrator declined to find that cities and counties are like employers, including City of Walla Walla and Walla Walla Police Guild (Thomas F. Levak, 1986), and Whatcom County and General Teamsters Local Union No. 231 (Carlton J. Snow, 1986).



procedure, whereas, interest arbitration is new for most counties. Thus, the Union argues, the compensation paid by cities reflects the product of impartial dispute resolution, while compensation paid by counties reflects a former bargaining process which favored the employer. The statute does not indicate that any special weight should be given to those employers who are subject to interest arbitration. The nature of their labor relations does not determine whether two employers are alike for the purpose of the statute. Rather, the statute focuses the selection of comparators on "like employers of similar size on the west coast."

Your Arbitrator has selected seven counties to serve as comparators. They are as follows:

<u>Washington State</u>	<u>Population</u>
Clark County	201,700
Pierce County	514,600
Spokane County	349,400
 <u>Oregon</u>	
Marion County	210,000
Washington County	260,000
 <u>California</u>	
San Joaquin County	390,600
Stanislaus County	292,350

The three Washington State counties reflect all of the counties in Washington, besides Snohomish County, which have a population between 200,000 and 525,000. Oregon and California have more counties falling within this population band than

does Washington. Only two counties were selected from each of those west coast states, so that the experience of California counties would not dominate.

Oregon has four counties with a population of between 200,000 and 525,000. Those four counties each have a population of between 210,000 and 268,500. Marion County and Washington County were selected because their ratio of reported part one criminal offenses to law enforcement officers is very similar to that of Snohomish County. D.P. Van Blaricom, former police chief of the Bellevue Police Department, testified that such a ratio reflects the way that he would measure work load. Since the populations of the four Oregon Counties are fairly close, using the work load is the most rational basis in the record to select the two most comparable Oregon counties.

According to the Union, California has ten counties with a population of between 200,000 and 525,000. That number was reduced to seven by considering only those counties which had a population within 25 percent of the population of Snohomish County. That eliminated Tulare, Marin, and Santa Cruz Counties from consideration. Of the remaining seven counties, San Joaquin and Stanislaus were significantly closest to Snohomish County in the work load of their officers according to the crime statistics. The following chart reflects all the counties in Oregon and California with a population of between

200,000 and 525,000, as well as their rate of crimes per officer:<sup>2/</sup>

	<u>Population</u>	<u>Crime Rate Per Officer</u>
<u>Oregon Counties</u>		
Lane	268,500	33.9
Washington*	260,200	50.0
Clackamas	246,300	82.7
Marion*	210,000	56.6
<u>California Counties</u>		
Kern	400,506	27.9
San Joaquin*	390,600	44.5
Santa Barbara	320,362	26.7
Monterey	316,179	24.6
Sonoma	305,000	37.2
Stanislaus*	292,350	53.3
Solano	282,350	71.1
Tulare	249,000	25.5
Marin	223,000	30.1
Santa Cruz	200,300	46.0
Snohomish County	366,700	52.6

\*reflects the counties selected

The Union argues that in order to make a meaningful comparison between the compensation of County personnel and the compensation of personnel in other jurisdictions, each element of compensation must be valued and the total in each jurisdiction reduced to a single statistic. The Union

---

<sup>2/</sup>This chart is derived from Union exhibits 25 and 26. The Union indicated that the crime statistics come from the 1985-86 Personnel and Budget Study of Oregon Law Enforcement Agency published by the Board on Police Standards And Training, the 1985 Oregon Report of Criminal Offenses and Arrests published by the Law Enforcement Data

asserts that it is meaningless to compare only wages and to ignore other nonwage compensation, such as health and welfare benefits, longevity pay, educational incentive pay, medical, dental, vision and life insurance contributions, social security and/or benefit trust contributions, retirement contributions, holiday and vacation pay, and uniform allowances. Under the Union's model, the various elements of compensation are each translated into a dollars and cents cost per hour to the employer. All such itemized costs are then totaled to determine the total hourly cost to the employer for compensation for the law enforcement officers.

The County argues that the compilation and presentation of compensation data in the manner proposed by the Union improperly expands and distorts the focus of the issues before the Arbitrator. The County points out that the Arbitrator's jurisdiction is limited to wages, educational incentive pay and longevity pay. The County asserts that it would be an improper expansion of the scope of the arbitration if the Arbitrator were to consider other items, and, indirectly, make adjustments to those through an award

---

Systems, and the 1984 California Criminal Justice Profile published by the California Department of Justice. Union Business Representative Richard Basarab testified that these data sources indicated that uniform FBI reporting procedures were used. Mr. Basarab further testified that the crime figures used were those for part 1 crimes, such as homicide, rape, aggravated assault, etc.

on the limited items properly before him. The County argues that the Union's analysis ignores the possibility that in collective bargaining, monetary components often are subordinated to nonmonetary issues. Further, the County argues, the Union's focus on monetary cost to the employer ignores the actual benefits received by the employees. The County points out that the same costs can supply differing levels of insurance or retirement benefits. The County argues that it would be inappropriate to reduce all compensation to an hourly rate because the parties have historically negotiated for benefits on a monthly basis. Finally, the County argues that the Union's compilation of information is untrustworthy because it relied heavily on telephone conversations with representatives of the other jurisdictions, particularly with regard to such issues as retirement plan and insurance contributions, which information may not be reflected in the collective bargaining agreements.

Generally, I am in agreement with the Union that in establishing wage comparability between differing jurisdictions, it is most appropriate to look at the entire compensation situation. It is unrealistic to look at wages in isolation, since wages are only one aspect of compensation. For instance, when comparing the wages of two employers, one of whom paid high wages, but no health benefits, longevity pay, uniform allowance, or education incentive pay, while the

other employer provided lower wages but very generous benefits, it would be unfair to ignore the entire compensation picture. Surely, if such a comparison was raised during negotiations, the differences in benefits would be stressed, even where there was a limited reopener as here. Your Arbitrator may directly affect only those elements of compensation which were submitted to him for determination. However, it is reasonable to consider the entire compensation package in order to place the designated elements of compensation in the proper perspective.

Your Arbitrator recognizes that there is a possibility that in collective bargaining, monetary components can be subordinated to nonmonetary issues, and also that identical employer outlays in two different jurisdictions may result in differing levels of benefits. Nevertheless, there is no evidence that such was the case here and considering wages in isolation does not make the process any fairer. With regard to the County's argument regarding the trustworthiness of the information, much of the evidence presented by both parties was hearsay in nature and was derived from collective bargaining agreements. The statute's requirement that west coast jurisdictions be used as comparators, necessitates the use of collective bargaining information which in a courtroom could be challenged as excludable hearsay. However, in calculating the amount of compensation, I have not considered

the amount of employer contributions to the retirement pension systems, FICA, or employee municipal employee benefit trusts. Such figures are not included in the labor agreement for Snohomish County, and I presume the same is true of the agreements of the comparable counties. The use of such figures, obtained over the phone from various sources, may create verification difficulties. Moreover, I have no basis for comparing the retirement systems of the west coast states or their funding sources. Comparisons become more difficult inasmuch as in Washington State, there are two distinct retirement plans, and employees are assigned to one or the other depending on their hire date. Nevertheless, your Arbitrator may very well have considered the impact of retirement benefits on compensation, if more comprehensible information regarding the retirement plans of the comparators been made available.

The Union argues that once the total gross monthly compensation of an employer is calculated, then the hourly wage should be determined by dividing the gross monthly compensation by the number of hours worked in a month, adjusting for holiday and vacation leave. 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. The number of hours worked directly relates to the level of hourly compensation. 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. For instance, in this bargaining unit, the number of hours worked is affected by labor agreement provisions relating to sick leave, bereavement leave, jury leave, military leave, and education leave. Moreover, the Union's suggested formula regarding hours does not deal with the intertwined issues of overtime, shift differentials, and lunch hours. Yet each of these issues may significantly affect the "hourly" compensation.

#### Cost of Living

RCW 41.56.460(d) requires that the arbitrator take into consideration "[t]he average consumer prices for goods and services, commonly known as the cost of living." The Seattle-Everett Urban Wage Earners and Clerical Workers Consumer Price Index rose by 1.7 percent between November 1984 and November 1985. That is the last figure available prior to the effective date of the reopener, and both parties agree that this is the appropriate period to consider. RCW 41.56.460(e) requires that the Arbitrator also take into account "[c]hanges . . . during the pendency of the



proceedings." The consumer price index rose by 1.1 percent between September 1985 and September 1986.

#### **Other Considerations**

RCW 41.56.460(f) requires that the arbitrator also shall consider "[s]uch other factors, . . . which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment." In this regard, your Arbitrator has considered the County's ability to pay, the salary increases given to other County employees, and the rate of turnover among the County law enforcement officers. The County asserts that it would be appropriate to consider comparative data from all Western Washington counties because of their relative proximity to Snohomish County and their common link on the major north-south transportation route through the state. As the County recognizes, these counties do not meet the statutory requirement of similar size. Given the statutory directions relating to the selection of comparable jurisdictions, I have not considered as relevant jurisdictions those which obviously are not of like size to Snohomish County.

#### **Educational Incentive Pay and Longevity**

The County's proposal for educational incentive pay is as follows:

Educational Incentive: The County proposes that the following be included in the arbitrator's award in this matter:

A. This is a new provision in the parties' contract and shall become effective January 1, 1987.

B. Educational incentive pay shall be a sum paid as a premium in addition to the employee's base salary. It shall not be included in the base pay for purposes of computing call back, court time, overtime, standby time, holiday pay and/or any other premium or increment calculated by reference to base pay.

C. Each deputy, sergeant or lieutenant who has or is awarded an associate degree from an accredited institution of higher education shall receive an educational incentive payment of \$25 per month in addition to his or her base pay.

D. Each deputy, sergeant or lieutenant who has or is awarded a bachelor's degree from an accredited institution of higher education shall receive an educational incentive payment of \$50 per month in addition to his or her base pay.

E. Each deputy, sergeant or lieutenant who has or who is awarded a master's degree from an accredited institution of higher education shall receive an educational incentive payment of \$75 per month in addition to his or her base pay.

F. The incentive pay for each degree shall not be cumulative. Thus, an employee who has both an associate degree and a bachelor's degree shall receive \$50 per month as incentive pay, not \$75 per month.

G. No employee shall receive educational incentive pay until he or she

has had three years of law enforcement experience with Snohomish County with satisfactory performance. In the case of employees who have had law enforcement experience other than with Snohomish County, the Sheriff in the reasonable exercise of his or her discretion may reduce the foregoing qualifying period to one year.

H. To continue to receive educational incentive pay after qualifying initially, the eligible employee must continue to have satisfactory performance.

I. To continue to receive educational incentive pay after qualifying initially, the eligible employee must maintain a program of continuing education in police science where the employee completes at least 3 college hours (or the equivalent) of course work in police science (or an equivalent field) at an accredited institution of higher education (or its equivalent). This minimum continuing education requirement must be satisfied within two years after the employee initially qualifies for educational incentive pay; it must be satisfied during each two-year period thereafter. The parties are directed to meet and confer to develop standards for determining that which is equivalent to: three hours of course work; a police science curriculum; an accredited institution of higher education.

The County makes no proposal for longevity pay and opposes the Union's proposal on the subject.

The Union's proposal for longevity pay and educational incentive pay is intertwined. That proposal reads as follows:

\* \* \*

Effective January 1, 1986, a Deputy, Sergeant, or Lieutenant who has completed

the following years of service as a fully commissioned law enforcement officer with the Snohomish County Sheriffs Department and/or who has attained the following number of credits from an accredited university shall, commencing with the first of the month following completion or attainment thereof, be compensated above and beyond the monthly rates of pay set forth within Appendix "A" the following corresponding monthly premium pay:

Completed Years of Service . . .	5	7	8-1/2	10
Attained College Credits . . .	45	90/AA	135	180/BA
Premium Pay . . . . .	\$25.00	\$100.00	\$130.00	\$165.00

For several reasons, I have concluded that no longevity pay is appropriate. First of all, of the seven comparator counties, only one, Clark County, has provision for longevity pay. Moreover, the parties have only recently agreed to remove a longevity plan from the labor agreement. The 1980-82 agreement contained a longevity program. The 1983-84 agreement provides for the removal of that benefit, except for those employees already receiving the premium. Mr. Cheeseman testified that in exchange for the concession on longevity, the County agreed to insert additional pay steps into the contract. The Agreement's step plan calls for compensation increases on an annual basis for the first five years of employment, and to that extent still rewards longevity. In view of this recently bargained removal of longevity from the labor agreement and of the lack of support from the comparators, it would not be appropriate at this time for your Arbitrator to reinsert longevity pay into the agreement.

Both the County and the Union agree that educational incentive pay should be added to the agreement. Their proposals in this regard differ as to the amount of such a premium and as to the details of its implementation. The following list represents the amount of premium pay which the comparable counties pay to a deputy with a bachelor's degree.

<u>Counties</u>	
Clark	107
Marion	0
Pierce	0
San Joaquin	76
Spokane	0
Stanislaus	75
Washington	135

Of the four comparators offering educational incentive pay, the average amount of such premium is \$98.25, and the median amount is \$91.50. Based largely on these figures I have concluded that an appropriate amount of premium for a bachelor's degree is \$100 per month. An associate's degree generally represents about half the credit hours of a bachelor's degree. The same ratio shall be applied in setting the appropriate level of compensation for an associate's degree. Thus, the premium for an associate's degree shall be set at \$50 per month.

For those top-step deputies with an associate's degree, the \$50 premium, in itself, reflects a 2.045 percent increase in pay. The \$100 premium paid to such employees with a bachelor's degree reflects a 4.09 percent increase in pay.

With the exception of the amount of the premium for a bachelor's degree and the contract language from Clark County, the record is devoid of information on the details of the educational incentive plans of the comparators. The educational incentive plan which I shall order to be included in the Agreement shall be relatively simple and shall omit the controversial aspects of the proposals of the parties. The Union's position appears to reflect that educational incentive pay should have four steps, based on the number of credits earned, whether or not a degree is earned. The Award shall simply pay a premium for having obtained an associate's degree or a bachelor's degree. The Arbitrator rejects the County's positions that three years of experience and "satisfactory performance" are necessary to obtain the education premium. The Arbitrator also rejects the County's position that an eligible officer must maintain a program of continuing education in order to continue to receive educational incentive pay. There is not ample basis in the record to support such qualifications to the receipt of an educational premium. The County proposes that the educational incentive pay not be effective until January 1, 1987. The premium shall be effective on January 1, 1986, since that is the effective date of the reopener.

**Arbitrator Award - Educational Incentive Pay and Longevity Pay**

The contract language for educational incentive pay shall read as follows:

A. Educational incentive pay shall be a sum paid as a premium in addition to the employee's base salary. It shall not be included in the base pay for purposes of computing call back, court time, overtime, standby time, holiday pay and/or any other premium or increment calculated by reference to base pay.

B. Each deputy, sergeant or lieutenant who has or is awarded an associate degree from an accredited institution of higher education shall receive an educational incentive payment of \$50 per month in addition to his or her base pay.

C. Each deputy, sergeant or lieutenant who has or is awarded a bachelor's degree from an accredited institution of higher education shall receive an educational incentive payment of \$100 per month in addition to his or her base pay.

D. The incentive pay for each degree shall not be cumulative. Thus, an employee who has both an associate degree and a bachelor's degree shall receive \$100 per month as incentive pay, not \$150 per month.

There shall be no additional language relating to longevity pay.

**Wages**

The County proposes that, effective January 1, 1986, the monthly rates of pay for deputy should be increased by 2.0

percent, that the rates for sergeant should be increased by 3.5 percent effective January 1, 1986 and by a second equal increment of 3.5 percent effective July 1, 1986, and that the rates for lieutenant should be increased by 6.5 percent effective January 1, 1986 and by a second equal increment of 6.5 percent on July 1, 1986. The Union proposes that effective January 1, 1986, the monthly rates of pay for deputy should be increased by 3.4 percent, and that the monthly rates for sergeant and lieutenant should be increased to \$2885 and \$3270 respectively, which correspond to increases of 11.35 percent and 19.3 percent.

The County correctly points out that ability to pay is traditionally taken into consideration in interest arbitration. The County asserts that its financial position is a limiting factor which should be taken into account. According to Budget and Finance Director Thomas Carlson, the County is currently at the legal limits of its fund-raising capacity, and recently the County has managed to maintain the constitutionally-required balanced budget by tapping reserve funds, one-time revenues, fund closeouts and other temporary sources. Mr. Carlson testified that if the County incurred more expense than was budgeted for its Sheriff's Department, then the County would have to change its priorities.

In deciding upon an appropriate award, I have taken into account the County's financial situation. While the County



has undergone some financial difficulties, I am not convinced that it is in such dire straits that it could not afford a reasonable pay increase for the employees of its Sheriff's Department. There was no evidence that any employees have been laid off or that extraordinary measures have been taken. Most other County employees have received a 2.5 percent wage increase. Mr. Carlson testified that some employees received a pay increase larger than 2.5 percent based on salary surveys which indicated that a larger increase was appropriate. Similarly, the wage increase which shall be awarded here, shall be as a result of evidence which indicates that a specific increase is appropriate. While it may be difficult for the County to have to adjust its budget to deal with the results of an interest arbitration award, such adjustments are, in effect, mandated by the statute.

The County asserts that the wages which it offers are sufficient to attract and retain qualified employees. Joseph Cheeseman, senior employee relations specialist for the County, testified that only one or two deputies resigned in the past year and that the turnover rate for the bargaining unit is roughly one third of the rate for other County employees. Mr. Cheeseman further testified that the County's last announcement for openings in the Sheriff's Department drew over 300 applicants for entry-level deputies and 29 applications from experienced law enforcement officers. I

have taken the low turnover rate into account in fashioning the Award, but have not viewed this with the same significance as the factors spelled out in the statute, such as comparability and cost of living.

The delay in the settlement of the parties' collective bargaining dispute has had the effect of permitting the panel to be presented with some of the 1986 wage settlements for the comparable counties. The Union supplied these figures for the Washington State counties, but not for the counties in Oregon and California. The wage increases for the three comparable Washington counties are reflected below:

Clark	4.8%
Pierce	5.5%
<u>Spokane</u>	<u>7.0%</u>
Average	<u>5.8%</u>

The impact of these figures are diminished by the lack of information from the four other comparable counties. Also, in fairness, it must be observed that evidence was presented of the 1986 wage increases in 9 Washington counties and 22 Washington cities, which are subject to statutory interest arbitration. Of those 31 employers, the wage increases in Clark, Pierce, and Spokane Counties were the first, third and fourth highest. The average increase for the counties was 4.6 percent and the average for the cities was 3.4 percent. Thus, I hesitate to conclude that the wage increases in Clark,

Pierce, and Spokane Counties are fairly representative of the comparators as a whole. Moreover, as will be seen, the compensation level in Snohomish County for deputies is considerably above the level in the three comparators listed above.

The base monthly compensation for a deputy with ten years' experience and a bachelor's degree in the comparable west coast counties is reflected below:

<b>Clark</b>	
base monthly salary	2147
longevity	0 <sup>3/</sup>
education	107
health/life benefits	246
uniform allowance	35
	<u>2535</u>
<b>Marion</b>	
base monthly salary	2396
longevity	0
education	0
health/life benefits	118
uniform allowance	35
	<u>2549</u>
<b>Pierce</b>	
base monthly salary	2366
longevity	0
education	0
health/life benefits	207
uniform allowance	26
	<u>2599</u>

---

<sup>3/</sup>The compensation figures are derived from Union Exhibit 26. This exhibit indicates that Clark County officers receive \$107.35 for longevity and an equal amount for educational incentive pay. County Exhibits 11 and 12 indicate that Clark County officers receive educational incentive pay but no longevity. Attached to County Exhibit 12 is a portion of the Clark County collective bargaining agreement which

<b>San Joaquin</b>	
base monthly salary	2454
longevity	0
education	76
health/life benefits	192
uniform allowance	<u>36</u>
	<u>2758</u>
<b>Spokane</b>	
base monthly salary	2288
longevity	0
education	0
health/life benefits	233
uniform allowance	<u>45</u>
	<u>2566</u>
<b>Stanislaus</b>	
base monthly salary	2486
longevity	0
education	75
health/life benefits	255
uniform allowance	<u>50</u>
	<u>2866</u>
<b>Washington</b>	
base monthly salary	2257
longevity	0
education	135
health/life benefits	187
uniform allowance	<u>35</u>
	<u>2614</u>

The average total compensation for the deputies in these seven comparable counties is \$2641.

Snohomish County's total compensation for a deputy with ten years' experience and a college degree is reflected below:

---

appears to indicate that either work experience or education may qualify an employee for incentive pay, but that an officer does not receive separate incentive pay for each. Therefore, it would be inappropriate to include in the Clark County compensation totals, both longevity pay and educational incentive pay. I have modified the figures provided by the Union to reflect no longevity pay, so that the compensation total does not reflect that both longevity pay and educational incentive pay may be paid to the same individual.

Snohomish		
base monthly salary		2445
longevity		0 <sup>4/</sup>
education		0
health/life benefits		239
uniform allowance		<u>53</u>
		<u>2737</u>

Thus, Snohomish County deputies with ten years' experience and a college degree receive approximately 4 percent more in compensation than the average of the comparable counties.

The base monthly compensation for sergeants and lieutenants with ten years' experience and a bachelor's degree in the comparable west coast counties is reflected below:

	<u>Sergeants</u>	<u>Lieutenants</u>
Clark		
base monthly salary	2485	2893
longevity	0	0
education	124	0
health/life benefits	246	246
uniform allowance	<u>35</u>	<u>35</u>
	<u>2890</u>	<u>3174</u>
Marion		
base monthly salary	2652	2924
longevity	0	0
education	0	0
health/life benefits	118	118
uniform allowance	<u>35</u>	<u>35</u>
	<u>2805</u>	<u>3077</u>
Pierce		
base monthly salary	2723	3159
longevity	0	0

---

<sup>4/</sup>Less than half of the members of the bargaining unit do receive between \$5 and \$20 per month in longevity pay since such benefits were grandfathered when longevity pay was otherwise removed from the collective bargaining agreement for the 1983-84 agreement.

education	0	0
health/life benefits	206	206
uniform allowance	<u>26</u>	<u>26</u>
	<u>2955</u>	<u>3391</u>
San Joaquin		
base monthly salary	2840	3288
longevity	0	0
education	76	76
health/life benefits	192	196
uniform allowance	<u>34</u>	<u>34</u>
	<u>3142</u>	<u>3594</u>
Spokane		
base monthly salary	2908	3551
longevity	0	0
education	0	0
health/life benefits	233	233
uniform allowance	<u>45</u>	<u>45</u>
	<u>3186</u>	<u>3829</u>
Stanislaus		
base monthly salary	2943	3283
longevity	0	0
education	75	75
health/life benefits	255	235
uniform allowance	<u>50</u>	<u>50</u>
	<u>3323</u>	<u>3643</u>
Washington		
base monthly salary	2922	3215
longevity	0	0
education	175	0
health/life benefits	187	209
uniform allowance	<u>35</u>	<u>35</u>
	<u>3319</u>	<u>3459</u>

In these seven comparable counties, the average total compensation for sergeants is \$3088 and for the lieutenants is \$3452.

Snohomish County's total compensation for a deputy and a lieutenant with ten years' experience and a college degree is reflected below:

	<u>Sergeants</u>	<u>Lieutenants</u>
Snohomish		
base monthly salary	2591	2741
longevity	0	0
education	0	0
health/life benefits	230	239
uniform allowance	<u>53</u>	<u>53</u>
	<u>2883</u>	<u>3033</u>

Thus, Snohomish County sergeants with ten years' experience and a college degree earn about 7 percent less than the average received in the comparable counties, while the Snohomish County lieutenants receive about 12 percent less.

In Snohomish County sergeants receive 6 percent more in base salary than do deputies. Snohomish County lieutenants receive 5.8 percent more than sergeants. This differential between the ranks is significantly out of line with the differential which exists in the comparable jurisdictions. The differential in these counties are as follows:

	<u>deputy/sergeant differential</u>	<u>sergeant/lieutenant differential</u>
Clark	15.7%	16.4%
Marion	10.7%	10.3%
Pierce	15.1%	16.0%
San Joaquin	15.7%	15.8%
Spokane	27.1%	22.1%
Stanislaus	18.3%	11.6%
Washington	29.5%	10.0%

The average pay differential between sergeants and deputies in the comparable counties is 18.8 percent. The median differential is 15.7 percent. With regard to the differential

between sergeants and lieutenants in the comparable counties, the average differential is 14.6 percent and the median differential is 15.8 percent.

Charles Dibble, the County's chief spokesman in negotiations during the past several years, testified that the County recognizes that there is a problem with the differential between ranks. The County, in its brief, indicated that its proposal "goes a long way to closing the gap" with the pay differential for sergeants and lieutenants in comparable jurisdictions.

I have determined that for 1986 a 12 percent differential in pay is appropriate between the pay of deputies and sergeants, and between the pay of sergeants and lieutenants. While a 12 percent differential would no longer place the County at the bottom of the list in differentials it still leaves the County behind the average. However, as will be seen, the implementation of a 12 percent differential results in pay increases for the sergeants and lieutenants, which are quite large when compared with the cost of living or with the pay increases which have been recently given to other law enforcement officers. In view of this and also of the evidence regarding the County's ability to pay, the pay increases for sergeants and lieutenants shall be phased in in two equal increments effective January 1, 1986 and July 1, 1986. In their current agreement the parties negotiated such



a split compensation increase, so they are no strangers to the concept. The compensation increase for deputies, discussed below, shall be implemented in its entirety as of January 1, 1986. I shall set the base monthly salary (top step) for a deputy and add 12 percent to determine the rate for sergeants, and add 12 percent above the sergeant rate for lieutenants. Half of the monetary increases for sergeants and lieutenants only, will be implemented on January 1, 1986 and half on July 1, 1986. Step 1 on the pay schedule for sergeants and lieutenants shall be maintained at a rate which is 2 percent below these rates.

I conclude that the appropriate salary increases for deputies, based on the statutory criteria, is 2.5 percent effective January 1, 1986. That increase is above the cost of living and is identical to the wage increase given to other County employees. The wage increase for the sergeants and lieutenants are much higher, reflecting the new 12 percent differential between ranks. The wage increase for sergeants is 8 percent, with 4 percent implemented on January 1, and 4 percent on July 1. The wage increase for lieutenants is 15 percent, with 7.5 percent implemented on January 1, and 7.5 percent on July 1. The top step base wages for 1986 are reflected below:

	January 1, 1986	July 1, 1986
deputies	2506	2506
sergeants	2695	2798
lieutenants	2947	3152

Based on the newly awarded educational incentive pay, many deputies will actually receive total wage increases amounting to over 4.5 percent or over 6.5 percent. The educational incentive pay will also add to the 8 and 15 percent pay increases of most of the sergeants and lieutenants. With the increases, deputies will maintain a compensation level above the average of the comparators, and sergeants and lieutenants will attain a level close to the average.

**Arbitrator Award - Wages**

Appendix A to the agreement shall be amended to include the following:

Effective January 1, 1986, the monthly rates of pay for employees covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP 1</u> <u>00-12m</u>	<u>STEP 2</u> <u>13-24m</u>	<u>STEP 3</u> <u>25-36m</u>	<u>STEP 4</u> <u>37-48m</u>	<u>STEP 5</u> <u>49m +</u>
Lieutenant . . . . .	2889	2947	2947	2947	2947
Sergeant . . . . .	2642	2695	2695	2695	2695
Deputy . . . . .	1731	1914	2120	2328	2506

Effective July 1, 1986, the monthly rate of pay for employees covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP 1</u> <u>00-12m</u>	<u>STEP 2</u> <u>13-24m</u>	<u>STEP 3</u> <u>25-36m</u>	<u>STEP 4</u> <u>37-48m</u>	<u>STEP 5</u> <u>49m +</u>
Lieutenant . . . . .	3090	3152	3152	3152	3152
Sergeant . . . . .	2743	2798	2798	2798	2798
Deputy . . . . .	1731	1914	2120	2328	2506

Bellevue, Washington

Dated: January 26, 1987

S/ALAN R. KREBS  
Alan R. Krebs, Arbitrator