

**Bremerton Police Management Association
And
City of Bremerton
Interest Arbitration
Arbitrator: Paul D. Jackson
Date Issued: 01/11/1984**

**Arbitrator: Jackson; Paul D.
Case #: 04920-I-83-00107
Employer: City of Bremerton
Union: Bremerton Police Management Association
Date Issued: 01/11/1984**

**In the Matter of the Arbitration)
Between)
THE CITY OF BREMERTON,)
Employer,)
and)
BREMERTON POLICE MANAGEMENT)
ASSOCIATION,)
Union.)
_____)**

**PUBLIC EMPLOYMENT RELATIONS
COMMISSION CASE NO.
4920-I-83-107
AWARD OF ARBITRATION PANEL**

**Dates of Hearings: January 9, 11, 1984
Place of Hearings: Bremerton, Washington
Representing Employer: Armond L. Tiberio
Consultant
Representing Association: Captain W. C. Bud Maves, Jr.
Bremerton Police Department
Arbitration Panel: David Hiestand,
Personnel Director
City of Bremerton
Lieutenant Joseph Hatfield
Bremerton Police Department**

Paul D. Jackson, Neutral
 Chairman
 926 Lakeside Avenue South
 Seattle, WA 98144
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DISCUSSION

The matter of a new contract between the City of Bremerton and the Bremerton Police Management Association, an independent organization representing two police captains and four lieutenants within the Police Department of the City of Bremerton, which was at an impasse after months of negotiations and state mediation, was submitted to binding arbitration pursuant to the statute of this state. Hearings were held in January 1984, the parties submitting testimony and supporting documentary evidence including comparative tables of wages, hours, and working conditions and various economic and demographic factors existing among certain cities within the State of Washington. Thereafter the parties submitted briefs and additional documentary evidence on behalf of their respective positions.

The demands of the Association and the offers of the City on items of disagreement in the negotiations were as follows:

TABLE OF DEMANDS AND OFFERS

<u>Current</u>	<u>Union Demand</u>	<u>City Proposal</u>
<u>Salaries:</u>		
Captain \$2,556.00/mo.	1983 6 mos-6% to \$2,709.55/mo. 6 mos-6% to \$2,872.17/mo. 1984 6 mos-5% to \$3,015.73/mo. 6 mos-3% to \$3,106.20/mo.	\$2,684.00/mo
Lieutenant \$2,469.33/mo.	7/1/83-6% to \$2,617.00/mo. 1/1/84-5% to \$2,747.99/mo. 7/1/84-3% to \$2,830.43/mo.	No Change
<u>Duration of Contract:</u>		
Expires 12/31/82	Two years, 1983, 1984	One Year
<u>Longevity:</u>		
1% increase for each 5 years of service to maximum of 4%.	2% increase every 5 years.	No change

College Incentive:

None

Specific program of incentives.

Committee to study issue - no immediate change.

The governing statute of this state pertaining to compulsory interest arbitration of collective bargaining agreements between municipalities and employees involved in public safety work, enjoins upon the arbitration panel the duty to consider, inter alia, all relevant factors including comparisons of wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of similar personnel of like employers on the West Coast of the United States; average consumer prices for goods and services commonly known as the cost of living; changes in any of the foregoing circumstances; and other factors which are normally and traditionally taken into consideration in negotiations in the determination of wages, hours and conditions of employment. These factors include trends in wages and benefits among other city employees holding similar positions of management responsibility, the ability of the employer to fund improvements in wages, hours and conditions of employment, the ability of the employer to attract and retain qualified personnel represented by the labor organization and other historical factors that have been utilized by the parties in the past in setting wage and benefit levels.

Voluminous exhibits, statistical compilations of municipal employment factors, economic and demographic facts and many charts and tables dealing with these matters of so-called "comparable" cities within the State of Washington were submitted along with extensive testimony and oral argument on both sides, all of which has been studied and considered. The inability of the parties to agree upon a group of comparable cities with which to compare the wages, hours and working conditions of employees of the City of Bremerton, or even to agree upon the validity of the other statistical and economic information furnished by the opposite side, throws the burden upon the panel to digest and evaluate this huge morass of more or less relevant information, within the brief limits of time acceptable to the parties to be spent thereon by the panel and to determine what should be given primary weight in arriving at a decision which is fair and equitable to both sides.

The comparison of cities and bargaining agreements for purposes of arriving at salary adjustments and other changes in benefits and working conditions in a particular municipal and contractual context is a highly arguable exercise. There are a multiplicity of economic and demographic facts which may be

taken into consideration, each having contentiously different pertinency and weight. It is like having to predict interest rates for ten years into the future. The two lists of cities selected by the two parties for comparability, as has been mentioned, differ in composition, the Association's list tending, naturally, to favor a trend to higher salaries and benefits than the City's list minimizing such trends. Thus in the City's list, four cities out of a total of twelve were not found in the Association's list, to-wit: Kennewick, Olympia, Richland and Yakima. The Association's list contained three cities out of eleven not found in the City's list. These were Bellevue, Kirkland and Redmond. The inclusion or exclusion of cities creates substantial differences in the bottom line of statistical conclusions reached for each list.

In view of the different results that can be obtained, the fairest approach to reasonable comparability was to consolidate both lists and to consider all the information contained in the exhibits insofar as the above referred to limits of time permitted.

Thus, it was found that during 1983 an average police captain salary was \$2,886 per month. In this regard, at least the Association's salary demands were not exorbitant per se.

With regard to the general economic and demographic factors contained in the charts and lists such as the tax base of cities, population, assessments, square miles covered within the municipality, budgetary factors, etc., taking only the employer's proposed list of cities, the City of Bremerton ranked approximately in the middle of the 11 cities. If this fact alone were considered controlling, it would be deduced that Bremerton reasonably should be able to pay salaries commensurate with those paid by the City which most closely occupies the middle position of the 11 cities selected by the City of Bremerton which happens to be the City of Kent. According to the City's charts, the 1983 salary for a police captain in Kent ranges from \$2,423.00 per month to \$2,957.00 per month and a lieutenant's salary ranges from \$2,252.00 per month to \$2,717.00 per month. This comparison does not take into account possible differences in duties, but little evidence was elicited in this regard.

Based on the consideration of comparability factors, and in particular, the list of cities and factors selected by the employer it is the conclusion of the panel that captain's salaries should be increased to \$2,792.00 per month effective July 1, 1983. This figure is the average of the two amounts demanded by the Association, but still substantially less than an average captain's salary in comparable cities and \$167.00 per month less than a maximum captain's salary in Kent. The \$234.00 increase over present

salaries of captains which is granted herein is a nine percent increase overall; however, when consideration is given to the fact that the new salaries shall commence July 1, 1983 the yearly increase amounts to 4.5 percent, which is more in line with increases in the cost of living and also allows for some approach toward equalization of captains' salaries with comparable cities, at least for the year 1983. Additionally, it takes into account increases given in 1982 and 1983 to other personnel including captains.

An examination of lieutenants' salaries paid by comparable cities shows that the median salary is \$2,706.90 per month or \$237.57 per month more than the present lieutenant salary of \$2,469.23 per month. The Kent salary is \$2,747.00 per month (Exh. 2A, City) . However, it is believed that it is important to maintain a realistic differential between captain and lieutenant salaries for obvious reasons, rather than to place total emphasis on an attempt at exact comparability with a number of cities whose places on the list are subject to argument. Additionally, of course, salary comparisons are only one facet of the panel's duties in arriving at a determination. Having selected what is an appropriate increase in salary for captains, the task is to then determine what lieutenants' salaries should be on the basis, primarily, of an appropriate differential. Analyses of the comparable city salary tables submitted shows that this differential is approximately six percent. Accordingly, it is determined that a lieutenant's salary should be \$2,623.50 per month, a differential of six percent less than a captain's salary. Moreover, it is determined that the increase in salaries shall go into effect October 1, 1983. This is because of the substantial increase in salaries received in June 1983 when the present personnel occupying lieutenant positions were promoted from sergeants to lieutenants when the position of lieutenant was created. Notwithstanding this increase, however, it is felt that the reorganization of the department and the greater responsibilities imposed upon lieutenants, together with the generally lower pay scale of the management officers of the City of Bremerton warrant the maintenance of an appropriate salary relationship between captains and lieutenants.

The increases awarded herein do not place the employees represented by the Association in a precisely comparable position with captains and lieutenants of the Washington cities which were invoked by the parties as comparable, but the increases do narrow the alleged gap. The existing gap, if any, will be further widened, undoubtedly, by the statewide negotiations and new contracts for police officers during 1984, and in which negotiations, it is assumed, the City of Bremerton is now involved.

As will be seen from these determinations, the panel has considered the total additional costs to the 1983 budget of the

City of Bremerton of these increases, has considered its budgetary position and limitations, its authority and ability to raise additional finances and all other relevant and pertinent factors pertaining to ability to pay and concludes without elaboration, that the additional costs which will be entailed by the recommended increases are within the means of the City as described by the treasurer in his testimony considering probable additional revenues and existing certain funds of the 1983 budget which were not expended.

The panel has limited the contract to the year 1983 and has refrained from granting a two year agreement. Obviously, so small a group as the six employees represented by the Association does not have the power to move the City of Bremerton to negotiate further increases which might establish a pattern for other unions or other managerial employees of the City for the year 1984. It is deemed advantageous to the Association by the panel that it be in a position to benefit by the outcome of negotiations by the larger and stronger unions of city employees for the wages and working conditions for 1984. The Association contract for 1983 obviously is now over, but its terms and conditions undoubtedly will continue to be in effect during 1984 until the conclusion of negotiations between the Association and the City which are pending. This lag in negotiations and conclusion of a Contract for the year 1984 cannot be overcome at this time, given the general lag of other city negotiations and budget determinations.

With regard to longevity benefits, no changes are awarded by the panel. An examination of other police contracts of comparable cities in this regard, shows a broad spectrum of benefits and approaches. It cannot be said however, on examination of this information, that the Association members are at a serious disadvantage as compared to the other cities, to any marked degree. Furthermore, it is believed that the objective of arriving at greater equality of basic salaries with comparable cities is of primary importance and in view of the increases awarded for the year 1983, further costs to the City of Bremerton with regard to longevity benefits should be delayed to a more propitious time.

With regard to a college incentive program, the offer of the City to establish a committee to review college incentives and then to implement the committee's determinations, is adopted.

AWARD

- 1. Captain salaries shall be increased to \$2,791.00 per month effective July 1, 1983.**
- 2. Lieutenant salaries shall be increased to \$2,623.50 per month effective October 1, 1983.**

- 3. The duration of the contract shall be for one year.**
- 4. There shall be no change in longevity benefits.**
- 5. The new contract shall contain the proposal of the City regarding establishment of a committee to review the concept of a college incentive program.**

Dated

PAUL D. JACKSON, Neutral Chairman

DAVID HIESTAND, Panel Member

LT. JOSEPH HATFIELD, Panel Member