



**IN THE MATTER OF**

**SPOKANE COUNTY**

**AND**

**SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**PERC No.: 13815-I-98-298**

**Date Issued: July 12, 1999**

**INTEREST ARBITRATION OPINION AND AWARD**

**OF**

**ALAN R. KREBS**

**Appearances:**

**SPOKANE COUNTY**

**SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**Otto G. Klein, III**

**Thomas R. Luciani**

**IN THE MATTER OF**

**SPOKANE COUNTY**

**AND**

**SPOKANE COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**OPINION OF THE NEUTRAL CHAIRMAN**

**PROCEDURAL MATTERS**

In accordance with RCW 41.56.450, an interest arbitration hearing involving certain uniformed personnel of Spokane County was held before an arbitration panel consisting of three persons. Spokane County appointed Pat Dalton as its designee on the Panel. Spokane County Deputy Sheriff's Association appointed Mark E. Brennan as its designee on the Panel. Arbitrator Alan R. Krebs was selected as the Neutral Chairman of the Panel. The hearing was held in Spokane, Washington on April 22 and 23, 1999. The Employer was represented by Otto G. Klein, III of the Summit Law Group. The Association was represented by Thomas R. Luciani of the law firm Stamper, Rubens, Stocker and Smith, P.S.

At the hearing, the testimony of witnesses was taken under oath and the parties presented documentary evidence. There was no court reporter, and therefore, the Arbitration Panel tape recorded the proceedings.

The parties agreed upon the submission of post-hearing briefs. The Neutral Chairman received the briefs on June 3,

1999. RCW 41.56.470 provides that the Neutral Chairman, after consulting with the other members of the Arbitration Panel, shall make "a written determination of the issues in dispute, based on the evidence presented." On June 25, 1999, the Arbitration Panel discussed the issues by conference call. Thereafter, the Neutral Chairman provided a copy of his draft decision to the other Panel members for review and comment before the final decision was provided to the parties.

#### **APPLICABLE STATUTORY PROVISIONS**

Where certain public employers and their uniformed personnel are unable to reach agreement on new contract terms by means of negotiations and mediation, RCW 41.56.450 calls for interest arbitration to resolve their disputes. The parties agree that RCW 41.56.450 is applicable to the bargaining unit of deputy sheriffs, detectives, and sergeants involved here. In interest arbitration, an arbitrator or arbitration panel adjudicates a resolution to contract issues regarding terms and conditions of employment which are at impasse following collective bargaining negotiations. Arbitrators are generally mindful that interest arbitration is an extension of the bargaining process. They recognize those contract provisions upon which the parties could agree and decide the remaining issues in a manner which would approximate the result which the parties would likely have

reached in good faith negotiations considering the statutory criteria.

RCW 41.56.465 sets forth the criteria which must be considered by an arbitration panel in deciding the controversy:

**RCW 41.56.465 Uniformed personnel--  
Interest arbitration panel--Determinations--  
Factors to be considered.**

(1) 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)(i) For employees listed in RCW 41.56.030(7)(a) through (d), a comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment 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 circumstances under (a) through (d) of this subsection during the pendency of the proceedings; and
- (f) Such other factors, not confined to the factors under (a) through (e) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. ...

\* \* \*

RCW 41.56.430, which is referenced in RCW 41.56.465, reads as follows:

**RCW 41.56.430 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.

## **ISSUES**

The Union represents about 130 deputies, 30 detectives and 19 sergeants of the Spokane County Sheriff's Department. The Union and the Employer are parties to a collective bargaining agreement which expired on December 31, 1996. They were unable to reach an agreement on a new contract despite their efforts in negotiations and the assistance of a mediator. In accordance with 41.56.450, the executive director of the Washington State Public Employment Commission certified that the parties were at impasse on a number of issues. The statutory interest arbitration procedures were invoked. The only issues remaining before the Arbitration Panel are wages for the years 1997, 1998, and 1999. The parties' wage proposals are as follows:

1997

Employer: 3.1% increase for deputies  
          0% increase for detectives and sergeants  
          \$500 lump sum payment for detectives and  
          sergeants (not to be added to base wage  
          rates)  
Union: 6.0% across the board increase

1998

Employer: 3.7% across the board increase  
Union: 5.0% across the board increase

1999

Employer: 2.5% across the board increase  
Union: 5.0% across the board increase.

## COMPARABLE JURISDICTIONS

One of the primary standards or guidelines enumerated in RCW 41.56.465 upon which an interest arbitrator must rely in reaching a decision is a "comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of like employers of similar size on the west coast of the United States." The parties agree that three Washington counties are "like employers" which are appropriately comparable to Spokane County: Clark, Pierce, and Snohomish. The parties disagree as to other comparable jurisdictions. The Employer suggests that three other counties located in the State of Washington, i.e., Yakima, Kitsap, and Benton Counties, are comparable. The Union urges that Marion and Washington Counties, which are situated in Oregon, are comparable.

Both parties agree that in determining which employers "are like employers of similar size on the west coast...", it is appropriate to consider sheriff's departments within Washington State which are located in counties with a population band of at least half and no more than twice that of Spokane County. Both parties would exclude California employers from consideration.

The Union argues that there is a historical basis for its reliance on the five counties which it has proposed as comparable to Spokane County. It asserts that in collective bargaining negotiations between the Employer and the Union since the early 1980's, the parties have consistently relied upon the labor contracts involving their counterparts in those five counties. While conceding that Yakima and Kitsap counties fall within the population band which both parties agree is comparable to Spokane County, the Union asserts that this "minimal compliance with an informal standard is insufficient to override a 15 year history." The Union argues that "there is neither statutory, nor logical rationale" for including Benton County as a comparable jurisdiction. It reasons that the population of Benton County and the size of its sheriff's department are both much smaller than that of Spokane County.

The Employer argues that Kitsap and Yakima Counties are comparable because they fall within the population band which both parties have utilized to determine comparability. The Employer recognizes that Benton County falls outside of this

population band, but nevertheless urges its consideration. The employer reasons that interest arbitrators consider geography when selecting comparable jurisdictions and, where the subject employer is an eastern Washington jurisdiction, they have generally weighted their lists with additional eastern Washington jurisdictions. The Employer points out that the agreed-upon population band contains only one eastern Washington county and that Benton County is the next largest of the eastern Washington counties. The Employer relies upon a 1995 interest arbitration decision by Arbitrator Levak involving Spokane County and another union which represents its correctional employees. In that decision, Arbitrator Levak found that Benton County is comparable to Spokane County in view of its "similar...core area population, education, per capita income and average wage paid," as well as the tendency of arbitrators to utilize eastern Washington comparators to the greatest extent possible in cases involving eastern Washington jurisdictions. The Employer points out that Benton County is still economically better off than Spokane County with regard to annual average covered wage, per capita income, and average net earnings per worker. The Employer urges that the reasoning of Arbitrator Levak be adopted here, so that it would have consistency across its bargaining units that are eligible for interest arbitration. The Employer contends that Marion and Washington Counties should not be used as comparables. It asserts that there is no reason why these Oregon counties were



included, but three other Oregon counties which fit within the population band, i.e., Clackamas, Lane, and Multnomah Counties, were excluded. The Employer contends that other interest arbitrators have not used Oregon counties in selecting comparable jurisdictions for eastern Washington jurisdictions, and there is nothing special about Spokane County which requires that Oregon comparables be used. The Employer asserts that the parties' bargaining history, while indicating that Marion and Washington counties have been used as comparables on some occasions in bargaining, also indicates that there were a great many other jurisdictions used as comparables over the years, with no consistent pattern.

Below are listed the populations of all counties in Washington which fall within the agreed upon relevant population band of half to twice that of Spokane County. Also included are Benton County and other Washington counties with a higher population than that of Benton County, but which fail to meet the minimum criteria.

Pierce County	686,800
Snohomish County	568,100
<b>Spokane County</b>	<b>410,900</b>
Clark County	328,000
Kitsap County	229,000
Yakima County	210,500
Thurston County	199,700
Whatcom County	157,500
Benton County	137,500

Below are listed all counties in Oregon which fall within the agreed-upon population band.

Multnomah County	624,903
Washington County	383,603
Clackamus County	324,043
Lane County	306,862
Marion County	260,919

With regard to the parties' prior use of comparables during bargaining, no documentary evidence was presented. The testimony offered on this subject was brief, short on details, and confined to two witnesses. Detective Don Blashill testified first on this subject for the Union. Labor Relations Manager Gary Carlsen then testified for the Employer. Detective Blashill testified that he has participated in collective bargaining negotiations since 1985. On direct examination Detective Blashill stated that Marion and Washington Counties "are organizations that [the parties] have used in the past" and which the Union offered as comparable jurisdictions when collective bargaining for the agreement at issue here commenced. On cross examination, Detective Blashill testified that in collective bargaining negotiations since 1991, the Union has relied upon its five proffered comparable jurisdictions, and has not relied upon Multnomah, Lane, or Clackamus Counties. On redirect examination, Detective Blashill testified that in the past, the Union has proposed Marion and Washington Counties, and the Employer has accepted them as legitimate comparables. Mr. Carlsen has been

employed by the Employer for about five years and therefore was not at the bargaining table prior to 1995. Mr. Carlsen testified that he has reviewed the Employer's bargaining notes for the period between 1985 and 1995, and those notes reflect that the parties have utilized as comparable jurisdictions a number of counties in Washington, Oregon, and California, including the five counties advanced by the Union here, but the parties did not focus on only those five counties. The Union offered no rebuttal testimony.

Thus, Detective Blashill's testimony that Pierce, Snohomish, Clark, Washington, and Marion Counties have been used as comparable jurisdictions during past collective bargaining is countered by Mr. Carlsen's testimony that other jurisdictions were utilized as comparators as well. The record presented to the Arbitration Panel does not support a finding that the parties have a long standing practice of an exclusive list of five comparable jurisdictions.

Absent such evidence, there is no reason to exclude Kitsap and Yakima Counties from the list. Both fall within the population band which the parties agree is appropriate for comparison with Spokane County. Marion and Washington Counties will not be considered. While both fall within the relevant population band, so do three other Oregon counties. Two of those other Oregon counties, Clackamas and Lane, are significantly closer in population to Spokane County, than is Marion County.

No evidence regarding the wages provided by those three excluded Oregon counties was provided to the Arbitration Panel. In interest arbitrations involving Washington jurisdictions, arbitrators have generally been reluctant to utilize out-of-state jurisdictions as comparators, particularly where there are a sufficient number of in-state jurisdictions which may reasonably be utilized. The situation involving Spokane County is a close question in this regard. As one of the largest counties in the state, there are relatively few in this state that compare in size. The population band utilized by the parties, while wide in scope, provides only five in-state comparators. This is a bare minimum for comparison, and it can reasonably be argued that it could be appropriate to reach out-of-state to select two more. It must be kept in mind that the statute permits the selection of comparable jurisdictions on the west coast, and does not confine selection to Washington. Nevertheless here, there is insufficient reason to select the two counties in Oregon advanced by the Union, while excluding others. In these circumstances, since there is a marginally adequate number of Washington jurisdictions which may be utilized for comparison purposes, the list of comparators will be confined to that state.

Benton County is not a "like employer of similar size" when compared with Spokane County. The population of Spokane County is three times that of Benton County. The size of their respective sheriff's departments are even more disparate in size,

with the Spokane County Sheriff's Department employing about five times more employees than its Benton County counterpart. I agree with the Employer that it is important to utilize as many other eastern Washington jurisdictions as possible for comparison with Spokane County. However, in order to be a primary comparator according to RCW 41.56.465(1)(c)(i), the jurisdiction must be of "similar size" to the subject jurisdiction. Benton County and Spokane County are simply not of similar size.<sup>1</sup>

#### **POSITION OF THE UNION ON WAGES**

The Union argues that its request for an across-the-board wage increase of 6% for 1997, 5% for 1998, and 5% for 1999 is justified when compared with the wages of the comparable jurisdictions. The Union asserts that its wage proposals are also justified by the increased responsibilities of the employees because of increased calls for service and new programs which the Employer has implemented. In addition, the Union asserts that acceptance of its wage requests is needed so that employees would receive a competitive wage, morale would be boosted, and the exodus of experienced officers would be prevented. The Union argues that as a result of the Employer's "scorched-earth negotiating tactics" it has received no wage increase since 1996,

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<sup>1</sup> It is recognized that another arbitrator has held, in the context of a different union and bargaining unit but the same employer, that Benton County is an appropriate jurisdiction to compare with Spokane County. The Union here was not a party to that proceeding and should not be bound by its results. Based on the evidence presented in the instant case, Benton County is not comparable to Spokane County according to the criteria set forth in the statute.

and it has fallen 16% behind the wages paid by the jurisdictions which it alleges are comparable. Moreover those employers provide their deputies with cars. The Union urges that the same percentage increase be applied to all ranks. According to the Union, there is not a single interest arbitration award which splits the ranks in the manner urged by the Employer. The Union asserts that the sergeants are paid appropriately because they perform duties ordinarily associated with lieutenants in other departments. According to the Union, the Employer's detectives and sergeants have had their responsibilities increased, and the same responsibilities were not given to similar ranks in comparable departments. The Union observes that the current wage differentials for detectives and sergeants are needed in order to attract qualified applicants. Finally, the Union points out that the Employer maintains a 42% wage differential between its jail sergeants and its top-step corrections officers.

#### **POSITION OF THE EMPLOYER ON WAGES**

The Employer contends that if its 3.1% wage proposal for 1997 is adopted and longevity and education pay are considered, the wages that its deputies receive are within the zone of reasonableness in comparison with the wages for that year paid by the counties which it alleges are comparables. It asserts that the wage levels are either slightly above or slightly below the average, depending upon the seniority and education level that is

used for comparison. It argues that with relative differences in the cost of living factored in, it is clear that the evidence from the comparables does not warrant any sort of catch up wage increase. The Employer requests consideration of the relatively higher cost of living in Pierce, Snohomish, and Clark counties which are part of large metropolitan areas. With this in mind and all else being equal, the Employer reasons, one would expect to find the wages of the Spokane deputies below the average of the comparables. The Employer justifies its offer of a lump sum of \$500 to detectives and sergeants for 1997 based upon a comparison with the wages paid by the comparable jurisdictions to these ranks. The Employer asserts that the differential in pay between top step deputies and both detectives and sergeants is much higher for its employees than for those of the comparables. The Employer suggests that this is a good time to close the gap. The Employer maintains that it would be easier for detectives and sergeants to accept a wage freeze for 1997, since that year has passed, and all employees will be receiving a lump sum amount to compensate them for back pay. The Employer proposes that the second and third year wage increases for all ranks be 100% of the Seattle CPI-W, which works out to 3.7% and 2.5% for 1998 and 1999. According to the Employer, its proposals for these years is right at the average of increases for these years which were provided by the comparable employers. The Employer asserts that its proposed wage increases are in line with the increases

awarded in the most recent interest arbitration awards in this state, while the Union's proposed increases are much higher than any recent arbitration award. The Employer claims further support of its proposal by the factor of internal equity. In this regard, it points out that in 1997, most County employees took a wage freeze, and in 1998 and 1999 most County bargaining units settled for a 2% increase. The Employer asserts that its proposed increase for this unit, if adopted, would be higher than any other group. The Employer observes that the statute requires consideration of changes in consumer prices. It asserts that its offer for 1998 and 1999 of 100% of the increase in the Seattle area consumer price index ensures that the deputies will have out-paced inflation for the entire decade. While recognizing that Spokane city police are paid more than the County deputies, the Employer observes that this is typical of the wage relationship between comparable counties and the largest city within each of those counties. The Employer further observes that no deputy has left the Employer in order to take a job with the City of Spokane for the past six years. Regarding the Union's evidence of increased productivity, the Employer states that there is no reason to believe that service calls are not going up everywhere, including in the comparable jurisdictions.



## WAGE COMPARISONS WITH COMPARABLE JURISDICTIONS

Listed below are the monthly top step base wages paid by the comparable jurisdictions in 1997:

### Deputies

	1997 Base Pay	With 10 Years Longevity	With 20 Years Longevity	B.A. With 10 Years Longevity
Clark County	3,684	4,052	4,052	4,052
Kitsap County	3,685	3,740	3,777	3,740
Pierce County	3,892	3,892	3,892	3,892
Snohomish County	3,741	3,872	4,078	4,003
Yakima County	3,519	3,589	3,660	3,589
Average-1997	3,704	3,829	3,892	3,855
Spokane County 1996 Wages	3,481	3,603	3,794	3,725
Difference	-6.4%	-6.3%	-2.6%	-3.5%

### Detective/Corporal

### Sergeant

	1997 Base Pay	1997 Base Pay
Clark County	Not Applicable	4,269
Kitsap County	3,805	4,218
Pierce County	4,164	4,475
Snohomish County	3,853	4,334
Yakima County	Not Applicable	3,955
Average-1997	3,941	4,250
Spokane County 1996 Wages	3,934	4,424
Difference	-0.2%	+4.1%

Each of the comparable jurisdictions permit their officers to commute to work in their county vehicles. While some Spokane County officers have this privilege, most do not. There is a monetary value to this commuting privilege, though the precise amount is not evident from the record.<sup>2</sup>

The percentage differentials between deputies and detectives or corporals and between deputies and sergeants are reflected below:

	<u>Detective or Corporal</u>	<u>Sergeant</u>
Clark County	Not Applicable	15.9%
Kitsap County	\$120 (3.3% in 1997)	14.5%
Pierce County	7%	15%
Snohomish County	3%	15.9%
Yakima County	Not Applicable	12.4%
Average	4.4%	14.7%
Spokane County	13%	27.1%

Detective Blashill testified that the Employer advances deputies to the position of detective on the basis of civil service tests, while most of the comparable jurisdictions merely appoint their detectives. He testified that during collective bargaining negotiations about 12 years ago, sergeants received an extra 2% pay increase because it was recognized that they were often the senior officer on duty at which times they were

<sup>2</sup> The Union presented evidence regarding the monetary value of a car which may be used for any purpose. That situation does not apply here.

performing work of a higher rank. The evidence presented fails to establish that the duties of the Employer's detectives and sergeants are significantly different from the duties performed by similar ranks in the comparable jurisdictions.

The percentage wage increases which the comparable jurisdictions provided to their uniformed sheriff's department employees for the years 1997, 1998, and 1999 are set forth below:

	1997	1998	1999
Clark County	4%	2.5%	3%
Kitsap County	4%	3.5%	3.5%
Pierce County	3%	Jan. 1 - 2% July 1 - 2%	3%
Snohomish County	April 1 - 2.61% July 1 - 1.25%	April 1 - 3.33%	2.25%
Yakima County	2.75%	4%	3%

### COST OF LIVING

RCW 41.56.465(1)(d) requires consideration of "[t]he average consumer prices for goods and services, commonly known as the cost of living." The Employer provided data on the change in the CPI-W Seattle and the CPI-W All U.S. Cities. These consumer price indexes are published by the United States Department of Labor, Bureau of Labor Statistics. They reflect the following annual increases in the cost of living:

<u>Year Ending</u>	<u>CPI-W Seattle</u>	<u>CPI-W All Cities</u>
July 1996	2.9%	2.9%
July 1997	3.7%	2.1%
July 1998	2.5%	1.5%

The Employer contends that the Panel, when comparing wages, should take into account the higher cost of living that exists on the west side of the state, where three of the comparables are situated in metropolitan areas: Pierce, Snohomish, and Clark. Detective Blashill conceded that the cost of living is generally higher in Seattle than it is in Spokane. The Employer provided comparative data on the cost of living generally in various Washington localities, the cost of housing, average net earnings per worker, and other published indicators that confirm the obvious fact that the Seattle metropolitan area is a higher cost area than is Spokane. This difference in the cost of living should be considered when comparing the wages of the Employer with that of comparables in the larger metropolitan areas, particularly the Seattle metropolitan area.

#### **OTHER CONSIDERATIONS**

In addition to the specific criteria set forth in RCW 41.56.465(a)-(e), RCW 41.56.465(f) directs the Panel to consider "such other factors...that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment." Such factors, which are discussed below, have been considered, but generally with lesser weight than that which is given to the specifically enumerated criteria of comparability and cost of living.

### **Ability to Pay**

A factor frequently raised in contract negotiations and also considered by arbitrators is the ability of the employer to pay wage and benefit increases. The Employer does not contend that it is unable to pay a fair and reasonable pay increase. However, it does point out that its ability to raise property taxes is limited, by state law, to increases in the implicit price deflator, an economic index published by the U.S. Department of Labor. That index increased by 1.9% in 1997 and, according to the Employer, is projected to increase at an even lower rate in 1998. Nevertheless, Mr. Carlsen conceded that he heard that the Employer has a budget surplus. A recent newspaper article submitted into evidence by the Union, without objection, quoted a Spokane County commissioner as saying that the Employer had \$12 million in the bank. It appears that the Employer can afford some reasonable compensation increase for its employees.

### **Settlements With Other Bargaining Units**

From the standpoint of both the Employer and the Union, the settlements reached by the Employer with other bargaining units are significant. While those settlements are affected by the particular situation of each individual bargaining unit, still there is an understandable desire by the Employer to achieve consistency. From the Union's standpoint, it wants to do at least as well for its membership as the other unions have already

done. At the bargaining table, the settlements reached by the Employer with other unions are likely to be brought up by one side or the other. Thus, it is a factor which should be considered by the Panel.

The Employer has reached agreement with all of its other bargaining units for 1997 and 1998. Only the corrections employees have not as yet reached a settlement for 1999. The bargaining unit of Sheriff's Department lieutenants and captains first became entitled to interest arbitration some time during 1997. That bargaining unit received no wage increase in 1997, a 2% increase in September 1998, and another 2% increase in 1999. The corrections employees and supervisors, who are also subject to interest arbitration, settled in 1997 for a 1.5% increase on January 1 and another 1.5% increase on July 1. They agreed to the same wage increases in 1998. Their wages for 1999 have not yet been established. The various other bargaining units, as well as the Employer's non-represented employees, all received a wage freeze in 1997, and 2% increases in 1998 and 1999.

### **Turnover**

Detective Steven Barbieri testified that the Employer's swat team was devastated in 1993 when four of its members resigned and were then employed by the City of Spokane's Police Department. Corporal Raymond Harding of the Spokane Police Department testified that he resigned from the Sheriff's Department in 1993

because of better pay and benefits offered by the Spokane Police Department. Sergeant Jeffrey Tower testified that in 1993 or 1994, two trainees who were attending the training academy also resigned in order to accept employment with the City Police Department.

Deputy Brian Miller testified that Sheriff's Department employees and Spokane Police Department employees work in the same building, perform similar duties, and often work together. Detectives James Dresback and Rick Grabenstein each testified that City and County officers work together on a regional task force. In 1997, the top step base wage for a City of Spokane police officer was 7.3% higher than the 1996 wage still received by the Employer's top step deputies. The Employer points out that considering the cost of the County's superior education incentive/longevity program, the overall difference narrows by 2%, and will be narrowed even further when the Sheriff's Department employees receive their 1997 pay increase. Nevertheless, the Employer concedes that police officers in the City of Spokane do receive somewhat higher pay. However, the Employer points out that in this regard, its employees are still better off in comparison to the situation of their brethren in each of the comparable jurisdictions. When top step deputy sheriff wages within each of the comparable counties are compared with top step police officer wages in the largest city within

each of those counties, the city police officers always receive more pay, with the differences reflected below:

<u>County - City</u>	<u>Difference</u>
Clark - Vancouver	8.4%
Kitsap - Bremerton	6.9%
Pierce - Tacoma	3.6%
Snohomish - Everett	11.4%
Yakima - Yakima	6.3%

The Employer also points out that no deputy has resigned to take a job with the City of Spokane for the past six years. City of Spokane police officers received wage increases of 2.61% and 3.47% in 1997 and 1998 respectively. Their 1999 contract is currently being negotiated. City of Spokane police lieutenants and captains received wage increases of 3.33% and 2% in 1998 and 1999.

#### **AWARD OF WAGES**

Weighing the various factors, a wage increase of 3.5% will be awarded to deputies and detectives retroactive to January 1, 1997. Sergeants will receive a wage increase of 2.5% retroactive to January 1, 1997. For 1998, all ranks will receive an increase of 3.7%. For 1999, all ranks will receive an increase of 3%.

These increases will result in deputies with B.A. degrees receiving wages which approximate the average wage paid to employees with such credentials by the comparable jurisdictions.



Deputies who do not receive the B.A. premium will receive a few percentage points less than the average of their counterparts among the comparables unless they have very lengthy seniority, in which case they would compare favorably with their counterparts. The wage increases awarded during the three year period generally approximate the average wage increases provided during these years by the comparable jurisdictions. The wage increases awarded will result in detectives and sergeants maintaining higher wages than the average of their counterparts in the comparable jurisdictions. Moreover, the awarded wage increases will continue the employees' wage advantages at all ranks in relation to the only other eastern Washington comparable jurisdiction, Yakima County. Considering the Employer's favorable education and longevity premiums and wage differential between ranks, as well as the recognized lower cost of living in Spokane County compared with some of the western Washington comparable counties, the wages provided to this bargaining unit, overall and with the awarded increases, will not be out of line with the comparable jurisdictions. Recognizing the increased productivity of the bargaining unit and the Employer's ability to pay, the percentage wage increases for the three year period are for the most part higher than the increase in the cost of living. Even if the cost of living index for Seattle is used, which has been rising at a faster pace than the all-cities index, the sergeants, with their lower awarded increase in the first year,

still will receive a wage increase which approximates the inflation rate. Moreover, the wage increases over the three year period for all bargaining unit employees, including the sergeants, will compare favorably with other of the County's employee groups. The increases awarded are likely sufficient to attract new personnel and to prevent the loss of employees to other departments and to the Spokane Police Department in particular. These percentage wage increases are generally a little higher than those provided by the City of Spokane during the corresponding years.

It is appropriate to provide different percentage wage increases for different ranks, where circumstances, considered in context of the statutory criteria, justify such differences. One would assume that the Union would be seeking an additional pay increase for higher ranks if the wage differential between ranks was unreasonably low in comparison with like employers. In a recent interest arbitration decision authored by this Neutral Chairman and referenced by the Employer, both parties involved in that proceeding agreed that the higher ranks were entitled to a wage increase over and above the rank and file increase. They recognized that the wages provided to those ranks were inadequate in comparison with the ranks they supervised, and also in comparison with their counterparts in the comparable jurisdictions. City of Kennewick and IAFF Local 1296, AAA No. 75 300 0025 96 (1997). Even here, the parties have in the past

negotiated percentage wage increases for sergeants which were different from that received by deputies. The wages received by the Employer's sergeants are high in relation to that provided by the comparable jurisdictions, and the wage differential between deputies and sergeants in Spokane County is particularly high in such a comparison. The evidence presented fails to establish any unique characteristics of the Employer's sergeants which would require more favorable treatment than the comparables.

Therefore, while a cost of living increase is appropriate for the sergeants given the specified statutory criteria of "cost of living" as well as the implied criteria of productivity and ability to pay, any additional increase is not warranted in view of the criteria of comparability and internal equity.<sup>3</sup> However, the statutory criteria do not provide sufficient justification for treating detectives differently than deputies. Detectives' wages are more in line with the situation of the comparable employers than are the sergeants'.

In sum, the awarded wage levels are appropriate considering the wages paid by the comparable jurisdictions, the cost of living, and other factors normally taken into consideration in the determination of wages, such as turnover, productivity, the wages increases provided by the County to other employee groups,

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<sup>3</sup> The large wage differential between the County's corrections officers and corrections sergeants is not significant because the evidence presented does not indicate whether or not those positions are in any way similar in duties or responsibilities to the positions at issue here. However, it is significant that the percentage wage increases awarded to the Sheriff's Department sergeants compare favorably with those received by other bargaining units employed by the County.

and the wages paid by other local employers to similar types of employees. The base wage increases awarded are as follows:

Effective January 1, 1997	3.5% for deputies and detectives 2.5% for sergeants
Effective January 1, 1998	3.7% for all ranks
Effective January 1, 1999	3.0% for all ranks.

Redmond, Washington

Dated: July 12, 1999

S/ALAN R. KREBS

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Alan R. Krebs, Neutral Chairman