In the Matter of Arbitration between CITY OF SEATTLE and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27	PERC Case No. 6576-I-86-150
CITY OF SEATTLE and SEATTLE FIRE CHIEFS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2898	PERC Case No. 6590-I-86-151 ✓

Dated Issued: March 1, 1988

INTEREST ARBITRATION
OPINION AND AWARD
OF
MICHAEL H. BECK

FOR THE ARBITRATION PANELS

Michael H. Beck	Neutral Chairman
Carol Laurich	Employer Member - Local 27
Bruce Amer	Union Member - Local 27
Lizanne Lyons	Employer Member - Local 2898
Scott McEwen	Union Member - Local 2898

Appearances:

CITY OF SEATTLE	James Pidduck Marilyn Sherron
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27 and SEATTLE FIRE CHIEFS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2898	James H. Webster

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INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes when collective bargaining negotiations have resulted in impasse. The undersigned was selected by the parties to serve as Neutral Chairman of two separate tripartite arbitration panels. The parties agreed to a joint hearing which was attended by both Arbitration Panels.

The Arbitration Panel selected in the dispute between the City of Seattle and International Association Of Fire Fighters, Local 27 was comprised of the undersigned as Neutral Chairman, Carol Laurich appointed by the Employer,

the City of Seattle, and Bruce Amer appointed by Local 27. The Arbitration Panel selected in the dispute between the City of Seattle and Seattle Fire Chiefs' Association, International Association of Fire Fighters, Local 2898 was comprised of the undersigned, Lizanne Lyons appointed by the Employer, and Scott McEwen appointed by Local 2898.

The hearing in this matter was held on March 2, 3, 4, and 5 and July 6, 7, 9, and 10, 1987. The Employer, City of Seattle, was represented by Marilyn Sherron and James Pidduck, Assistant City Attorneys. Both Unions were represented by James H. Webster of the law firm of Webster, Mrak & Blumberg. At the hearing the testimony of witnesses was taken under oath and the parties presented extensive documentary evidence. A court reporter was present and a verbatim transcript was prepared and provided to the Neutral Chairman (hereinafter Chairman) for his use in reaching a decision in this matter. The record in this matter included 345 exhibits, many of which were quite lengthy. The entire record created a stack of documents measuring in excess of three feet in height.

The parties agreed to file simultaneous posthearing briefs. In view of the extremely lengthy record in this matter, the Chairman requested that those briefs be sufficiently specific so as to allow him to use them as a

guide in reviewing the record in this matter. The Chairman has received excellent briefs from the parties which were timely filed and received by the Chairman on October 15, 1987.

At the request of the Chairman, the parties agreed upon an extension of the statutory requirement that a decision issue within thirty days following the conclusion of the hearing. On January 29, 1988, the Chairman met with the other members of the Arbitration Panels. A discussion of the issues occurred which was very helpful to the Chairman. In accordance with the statutory mandate, I set forth herein my findings of fact and determination of the issues.

ISSUES IN DISPUTE

The issues presented to the Arbitration Panel hearing the Local 27 dispute are as follows:

Wages (including premium pay)

Medical insurance

Sick leave and long-term disability

Vacations

Overtime pay

Tuition reimbursement

The issues presented by the parties to the Arbitration Panel hearing the Local 2898 dispute are as follows:

Wages (including premium pay)

Medical insurance

Hours of work

DISCUSSION

Statutory Criteria

RCW 41.56.460 directs that the following criteria shall be taken into consideration as relevant factors in reaching a decision:

> [T]he 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) . . .
> (ii) For employees listed in *RCW 41.56.030(6)(b), [fire fighters] 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 public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers shall not be considered;

> (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.

As the code revisors' note indicates, a portion of Chapter 521 [Engrossed Substitute House Bill No. 498] which was passed by the Legislature during the 1987 Legislative Session and which made certain changes in RCW 41.56.460 was partially vetoed by the Governor. However, Section 2 of that Bill, which made certain changes with respect to how comparables are to be selected in cases involving fire fighters was not vetoed and appears as 41.56.460(c)(ii).

The Legislative purpose which your Chairman is directed to be mindful of in applying the standards and guidelines in reaching his decision is set forth in RCW 41.56.430 as follows:

> The intent and purpose of this . . . 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

With respect to both bargaining units, the parties have agreed upon seven cities which are appropriately comparable to Seattle. Those seven cities are: Long Beach, Oakland, Portland, Sacramento, San Diego, San Francisco and San Jose. Thus, all of the comparator cities are located in California except for Portland, Oregon.

The Unions contend that pursuant to Subsection (f) of RCW 41.56.460, the Chairman should consider certain cities as representative of the local labor market. In this regard, the Unions argue that wages, hours and conditions of employment available in the local labor market is a factor normally and traditionally taken into consideration in interest arbitrations. In particular, the Unions have supplied data with respect to Everett and Tacoma, Washington. The Employer takes the position that little or no weight should be given to the local area cities and further points out that the Unions have only supplied data with respect to two of those cities. The Employer does, however, provide data for two additional local area cities, Bellevue and Redmond, Washington, in order that the Chairman would have a larger selection of local area cities if he determines to give any weight to local area cities.

In view of the fact that the parties have stipulated to seven west coast cities and the fact that it is very likely that the fire departments of Everett, Tacoma, Redmond and Bellevue are each a great deal smaller than the fire departments of the seven stipulated cities, I find that the comparators should be limited to the seven stipulated cities.

Wages - The Local 27 Unit

The parties are in agreement with respect to the duration of the Agreement which is to be from September 1, 1986 through August 31, 1988. The Union proposes that the position of top step fire fighter receive a 9.5% wage increase for the first year of the Agreement. This 9.5% wage increase would also be applied to the other steps on the salary schedule. Additionally, the parties are agreed that a 15% differential should be maintained between the ranks of top step fire fighter and lieutenant and between the ranks of lieutenant and captain. Thus, under the Union's proposal, the present top step fire fighter base monthly salary of $2,510 would increase to $2,748. Fifteen percent of this figure is $3,160 which would represent the base monthly salary for a lieutenant during the first year of the contract. Fifteen percent of that figure equals

$3,634 which would be the base monthly salary for a captain during the first year of the contract. The Employer on the other hand, proposes that there be no increase in salary during the first year of the Agreement.

With respect to the second year of the Agreement, i.e., from September 1, 1987 through August 31, 1988, Local 27 proposes a base salary increase of 5% for all ranks. The Employer proposes a base salary increase equal to eighty percent of the increase in the Seattle area CPI-W between August 1986 and August 1987. According to the Employer, using the foregoing as the basis of the increase in base salary would result in a 1.1% increase in base salary for all ranks for the second year of the Agreement effective September 1, 1987. Thus, under the Union's proposal for the second year of the Agreement, a top step fire fighter would receive 5% of $2,748 or $2,885, while under the Employer's proposal, the top step fire fighter would only receive 1.1% of $2,510 or $2,538. Thus, the Local 27 proposal for the second year of the Agreement ($2885) calls for an amount almost 14% in excess of that offered by the Employer ($2538).

A major reason why the parties have reached proposals which are so far apart is due to the manner in which they contend the comparators should be compared. Thus, the Union

takes the position that the Chairman should compare monthly base salaries actually paid to the top step fire fighter in each of the comparator cities against that paid to the top step fire fighter in Seattle. When such a comparison is made, as the Union points out, one finds that Seattle is presently 9.5% below the average monthly base salary paid in the comparator cities at the beginning of the contract year 1986.

The Employer, on the other hand, takes the position that the only appropriate way to compare wages is to review hourly compensation. The vast majority of fire fighters in Seattle as well as in the comparators work twenty-four hour shift schedules. These schedules vary from comparator to comparator resulting in an average work week of 56 hours for fire fighters in Long Beach, Portland, Sacramento, San Diego and San Jose. Fire fighters in Oakland average 52 hours per week, while fire fighters in San Francisco average 48.8 hours per week. Fire fighters in Seattle have the lowest average work week of the comparators as their average is 45.7 hours per week.

In order to make its hourly compensation rate comparison, the Employer determined that one should compute the number of hours worked per year by taking the scheduled hours per year and deducting hours not actually worked due to vacation or holidays. Then the Employer would compute the compensation per year by adding to the annual salary any payments made for holiday pay, longevity pay and the cost per fire fighter of providing health care insurance. The Employer then would divide the compensation per year by the number of hours actually worked per year to come up with compensation per hour worked. Due to the fact that fire fighters receive longevity pay as well as vacation benefits based on length of service, the Employer has determined that it is appropriate to make four comparisons, one each for five year fire fighters, ten year fire fighters, fifteen year fire fighters and twenty year fire fighters.

A review of Employer Exhibit Nos. 114, 116, 118 and 120 reveals that Seattle's compensation per hour worked is third out of eight with respect to five, ten and fifteen year fire fighters, and second out of eight with respect to twenty year fire fighters. These same exhibits reveal that for the contract year beginning in 1986, Seattle ranges from 8.7% above the average for a five year fire fighter to 12% above the average for a twenty year fire fighter.

Although the Union believes that the comparison based on monthly salaries is the only appropriate method of comparison, the Union argues in the alternative that if the Chairman were to decide to make a comparison of hourly compensation, then the method used by the Employer is not appropriate. In particular, the Union notes the demographics of the Seattle bargaining unit which contains the highest percentage of fire fighters vis-a-vis bargaining unit members holding higher positions then in any of the comparator cities. Thus, Union Exhibit No. 67 indicates that 79.5% of the bargaining unit members hold the position of fire fighter, while only 20.5% hold the higher ranked positions of lieutenant and captain. At the other end of spectrum, in the City of San Jose only 37.3% of the bargaining unit members are fire fighters while 62.7% hold the higher rated positions of engineer or captain. Thus, for this and other reasons, the Union takes the position that a more equitable way to make hourly comparisons is to take each salary and benefit element, including benefits not used by the Employer in its calculation, such as, pension pick-up and Fair Labor Standards Act compensation, and multiply those elements by the number of bargaining unit employees who receive them. Thus, the salary and benefits received by fire fighters are computed separately from those received by

engineers, lieutenants or captains in the various cities. These figures are totalled, then divided by the total number of bargaining unit members and then adjusted for the actual number of hours worked.

When hourly compensation is figured in the manner described immediately above, Seattle ranks in fifth place for the contract year beginning in 1986 (Union Exhibit No. 86). When one averages the hourly compensation figures for the seven comparators appearing on Union Exhibit No. 86, one finds that average to be $16.56. Seattle at $16.70 per hour is $.14 above the average hourly compensation of $16.56, which works out to less than 1% above the average.

As the foregoing review indicates, despite the fact that the parties are in agreement with respect to the comparability of seven cities to Seattle, the method they select for comparison leaves your Chairman with a vastly different set of comparable figures to choose from. After carefully considering the matter, it is my conclusion that the appropriate basis for comparison with respect to the issue of employee wages is the base salary actually received by the employees of the Seattle Fire Department. In this regard, I note that the salary schedule listed in Appendix A

of the prior agreement, which expired August 31, 1986, sets forth the salaries of all bargaining unit members in terms of monthly salary.

The fact that the collective bargaining agreement sets forth employees' salaries in terms of monthly salary cannot be ascribed to coincidence. Thus, the evidence clearly establishes that it has been the practice of the parties to negotiate base wages in terms of monthly salary and not in terms of hourly compensation. In this regard, I note the testimony of Local 27 President, Paul Harvey, who testified that traditionally the parties have used the monthly salary figure for a top step fire fighter in comparing Seattle Fire Fighters to the various comparator cities during the negotiations for their collective bargaining agreements. The City does not contend to the contrary.

In fact, Harvey's testimony was supported by that of Phyllis Dwyer, Labor Relations Analyst for the City, who, in that position, provides professional research support to the Director of Labor Relations and the City's negotiators with respect to collective negotiations. Thus, Dwyer testified with respect to Employer Exhibit No. 238 that it was her job to update the base monthly salaries in each of the comparators and in Seattle and then compute the average base

monthly salary, excluding Seattle, which then can be compared to Seattle. Dwyer testified that she did these updates on an annual basis.

Local 27 and the City have only had to go to interest arbitration on one occasion prior to the instant case. That occasion involved the labor contract for the period September 1, 1982 through August 31, 1983. The panel that heard that arbitration was chaired by Professor Philip K. Kienast. One of the Union's proposals for the contract year in question there was a reduction in the hours worked by fire fighters. Professor Kienast denied this proposal, in part, because Seattle Fire Fighters already worked fewer hours per week than did fire fighters in the comparator cities. However, when it came to considering the various salary proposals, Professor Kienast granted a salary increase which was more than double that proposed by the Employer, even though, at the time, Seattle ranked first among the comparators on an hourly basis.

While it is true that Professor Kienast was heavily influenced in reaching his salary determination by the fact that the City of Seattle had maintained parity between fire fighters and police officers, Kienast did recognize that in the past the City had negotiated increases in base salary despite the fact that the City's fire fighters worked a

lesser number of hours than that worked by comparator fire departments. In fact, as the Union points out, the 2% increase offered by the City in 1982 would have placed the City even further ahead of the comparators on an hourly basis than they already were at that time. In this regard, I note that the Employer's calculation of total hourly compensation for a ten year fire fighter placed Seattle at $12.92 per hour as of June 1, 1982 and placed the average of the seven comparators, plus Tacoma, at $10.21 (Union Exhibit No. 90). Thus, the Employer was offering a 2% increase even though based on total hourly compensation, as the Employer computed that figure, the Employer was in first place, $2.71 or 26.5% above the average. It also must be remembered that the foregoing computation includes Tacoma, which had the second highest total hourly compensation figure to that of Seattle and which the Employer seeks to exclude in the instant case. Thus, if one removes Tacoma from the average total hourly computation figures as of June 1, 1982, one finds that the average of the remaining seven comparators is $9.89. This placed Seattle almost 31% above the average of the seven comparators in total hourly compensation, and, still the Employer was offering a 2% increase.

One might legitimately ask why the City of Seattle has been willing to compare its fire fighters on a monthly salary basis with that of other fire departments even though its fire fighters work a lesser number of hours. Local 27 suggests that the reasons for this were the "exemplary productivity of Seattle fire fighter personnel," (Union brief page 39.) and the fact that Seattle fire fighters have the least opportunity for promotion to a higher rank than any of the comparator fire departments. According to the Union this can lead not only to lower career earnings in Seattle but lower retirement benefits since retirement benefits generally are based on compensation levels immediately prior to retirement.

Neither the evidence nor the argument submitted by the Employer provides your Chairman with any significant insight into the reasons why it has been willing to bargain as described above. In any event, it is clear that over the years the parties have conducted their bargaining regarding wages using as a basis for comparing the comparators the base monthly salary paid fire fighters in the various comparator cities. As Professor Kienast pointed out in his 1982 Arbitration Award referenced above (dated February 3, 1983) negotiating history is an important factor to be considered by an arbitrator in determining the basis of

salary increases. While the parties certainly may change the nature or manner in which they conduct negotiations, an arbitrator should be hesitant to do so in the absence of fairly compelling reasons. Such reasons have not been demonstrated to exist here.

Based on all of the foregoing, the evidence clearly supports the conclusion that the appropriate basis upon which to make comparisons of fire fighter wages in various cities is base monthly salary.

The raises provided to the comparator fire departments for the contract year 1986-87 were provided in each case effective in either June or July of 1986. Thus, by the effective date of the first year of the contract in question here, namely September 1, 1986, all comparators had received their raises for the contract year 1986-87. Union Exhibit No. 58 establishes that as of September 1, 1986, Seattle was in sixth place out of the eight comparators and would require a 9.5% increase to reach the average, excluding Seattle, which is $2,748. It should also be noted that three of the comparator cities, Portland, San Jose and San Diego, provided their fire fighters with additional increases at varying points during the 1986-87 contract year.

As I understand Employer Exhibit No. 238, which lists the contract years for the comparators back to 1970-71, the Employer has taken into account any mid-year increases in setting out the base monthly salary on that exhibit. When this is done for the contract year 1986-87, the percentage increase necessary to provide Seattle with the average base annual salary is about 10%.

The Union points out that Seattle fire fighters have received better than the average base monthly salary of the comparators since 1977 up until 1984, and, even in that case, Seattle was only twenty dollars below the average base monthly salary, a difference of less than 1%. It was not until 1985 that Seattle slipped substantially below the average, as its base monthly salary of $2,510 was $122 less than the average of $2,632, leaving Seattle at about 95.4% of the average. For Seattle to have met the average in 1985, it would have required an additional raise in Seattle of approximately 4.9%. If Seattle is to receive no raise in base monthly wage in 1986, as proposed by the Employer, then as of September 1, 1986, Seattle would be at 91.3% of the average, and need a 9.5% increase in wage rate to reach the average of $2748 per month.

As already indicated, Employer Exhibit No. 238 provides a comparison of Seattle with the seven comparators for base

monthly salaries going back to the year 1970-71. Before beginning a discussion of Employer Exhibit No. 238, it must be remembered that unlike the Union's comparisons on Union Exhibit No. 58 (which goes back to 1977) the Employer comparisons on Exhibit No. 238 take into consideration the mid-year raises, if any. Seattle was further below the average in base monthly salary in 1970-71 than in any year since. That year, Seattle was 90.3% of the average. Also during that period Seattle was encountering a very serious recession. Furthermore, beginning with the very next year, 1971-72, Seattle began making substantial progress in closing the gap between Seattle and the average. By the year 1975-76, just two years after the passage of the interest arbitration law in Washington state, Seattle moved within seven dollars of the average, leaving Seattle at 99.5% of the average. Since that time, with the exception of the year 1976-77, until 1984-85, Seattle continued to receive salaries above the average. Employer Exhibit No. 238 indicates that even in those two years Seattle was quite close to the average, 97% of the average in 1976-77 and 98.7% of the average in 1984-85. If one does not include the mid-year increases in 1984-85 and makes the computation as the Union does, that is, as of the beginning of the contract year 1984, the difference is even smaller, i.e.,

Seattle is at 99.2% of the average. Thus, we have a situation where, generally speaking, since the mid 1970s, the City of Seattle has paid its fire fighters a higher monthly salary than paid by the average of the comparators. Seattle has in the years 1985 and 1986 fallen substantially behind the average salary paid by the comparators.

Based on all of the foregoing, I find that a consideration of the comparators does support the Union's contention that a 9.5% increase for the contract year 1986-87 is appropriate. Further, in this regard, I note that such an increase would place Seattle in fifth place among the eight comparators. Seattle had not been that low in the rankings on September 1 of any year after 1977, except during the last two years of the immediate past agreement when Seattle did slip to sixth place during the contract years 1984 and 1985. (See Union Exhibit No. 58.) In fact, the rate negotiated by the parties for the first year of that agreement, 1983, left Seattle in fourth place at 102% above the average as of September 1, 1983. Furthermore, since 1974-75, the year after the interest arbitration law was passed in Washington, Seattle has been as low as sixth only during the year 1976-77 and the year 1977-78 until the

last two years of the expired agreement. Thus, it cannot be said that a ranking of fifth place is historically inappropriate for Seattle.

The average raise received by the comparators between 1985 and 1986, not even counting mid-year raises, was 4.4% ($2632 vs. $2748). Furthermore, if one looks at the raise in monthly salary between 1982, after Professor Kienast had ordered a 4.3% base salary increase, and September 1, 1986, one finds that the increase in Seattle was from $2,336 to $2,510, a percentage increase of approximately 7.5%, while the increase in the average of the comparators went from $2,239 as of September 1, 1982 to $2,748 as of September 1, 1986, a percentage increase of approximately 22.7%.

All of the foregoing indicates that based on a comparison of the comparators, a wage freeze for the year 1986-87 for Seattle fire fighters would not meet the statutory purpose set forth in the legislative declaration contained in RCW 41.56.430, namely, that the settlement awarded by your Chairman should be such as to promote the dedicated and uninterrupted public service provided by fire fighters. Rather, the foregoing discussion of the comparators leads your Chairman to conclude that a substantial increase in base monthly salary is warranted.

The Employer contends that your Chairman should take the long view, comparing base monthly salary increases for top step fire fighters since 1970. The Employer relying on Employer Exhibit No. 238, points out that Seattle fire fighters have had a 185% increase in base monthly salary since the year 1970-71, while the average increases for the comparators, excluding Seattle, has been only 183%. Why the Employer chose the year 1970-71 as the year to base its comparisons upon is not clear from the record. However, as I noted earlier, the year 1970-71 was the year in which the Seattle fire fighters were further behind the average of the comparators than in any other year of the sixteen years prior to 1986-87 contained on Employer Exhibit No. 238, namely, 90.3% of the average or 9.7% below the average. If one wants to gain an historical perspective, the appropriate year to select as the basis of comparison from Employer Exhibit No. 238 is the year 1975-76, which was the first year on that exhibit in which Seattle came close to the average of the comparators, excluding Seattle. Thus, in that year, Seattle was within one-half of one percent of the average. Using the figures contained on Employer Exhibit No. 238, one finds that the increase in the average of the

comparators between the year 1975-76 and 1986-87 is 102.1%, while the increase for top step Seattle fire fighters during the same period of time was only 84.7%.

With respect to the second year of the Agreement, the record, including the affidavit of Bruce Amer, contains the increases granted by all of the comparators except San Francisco in effect as of September 1, 1987, the beginning of the second year of the Seattle Agreement. The average increase of those six comparators between September 1, 1986 and September 1, 1987 is approximately 5.4%. Thus, in the second year, the increase sought by Local 27, namely 5%, appears to be warranted by a review of the comparators.

There are, however, other factors that must be considered. In this regard, I note that RCW 41.56.460(d) directs the Panel to consider:

> The average consumer prices for goods and services, commonly known as the cost of living.

The above-quoted language makes clear that the Legislature intended the Panel to consult some measure of price change regarding goods and services. The most commonly used measure is the federally produced Consumer Price Index. I note that the parties in their prior agreement agreed that for the contract years beginning in 1984 and 1985, they would base an increase in salary on a percentage increase in

the Seattle-Everett CPI for urban wage earners and clerical workers, referred to as the CPI-W. The period the parties selected to review was the period July to July immediately preceding the year for which the increase was to be calculated. The evidence presented at the hearing also indicated that the City and Local 27 have considered this index as a basis for negotiating prior collective bargaining agreements and the evidence also indicated that the City had used this index in negotiations with other unions as well as in determining raises for non-represented employees.

Based on all the foregoing, it appears appropriate to consider in connection with the statutory direction contained in RCW 41.56.460(d) the CPI-W for the Seattle-Everett area for the period July 1985 to July 1986 with respect to the first year of the contract in question here. That index rose three-tenths of one percent (.3%) during the period July 1985 to July 1986. However, it also appears appropriate to consider the U.S. City Average index as the Union contends since the Bureau of Labor Statistics BLS has issued the following statement regarding local indexes:

> . . . As a subset of the national index, each local index has a smaller sample size, and, therefore, is subject to substantially more sampling and other measurement errors. It follows that local area indexes often exhibit greater volatility than the national index, although long-term trends remain quite similar. BLS strongly recommends that users adopt the U.S. City Average CPI for use in escalator clauses.

Using the Consumer Price Index for Escalation, U.S. Department of Labor, Bureau of Labor Statistics, October, 1986.

The U.S. City average CPI-W increased 1.2% from July 1985 to July 1986.

With respect to the second year of the contract, it must be noted that the BLS has made a number of changes regarding the Consumer Price Index. One of those changes is that beginning with 1987, the Seattle area index is to be reported on a semi-annual basis so that one can compare the first half of one year with the first half of the preceding year and similarly compare the second half of a particular year with the second half of a preceding year. The BLS has published the 1986 figures so that there would be a basis of comparison for 1987. A BLS publication dated August 21, 1987 supplied by the Employer with a letter to the Chairman, copied to the Union, indicates that the increase in the Seattle area CPI-W for the semi-annual period first half

1986 to first half 1987 equals 1.4%. Thus, the Employer would substitute this new index for the July to July figures previously available. If one uses the Employer proposed 80% calculation, one can see that the increase appropriate under the Employer's proposal is 1.1% for the second year of the Agreement. It also should be noted that the U.S. City average CPI-W increased 3.9% July 1986 to July 1987.

Further, with respect to the changes in the cost of goods and services, the Employer presented evidence indicating that the Seattle area CPI has risen 215% from November of 1966 up to July of 1986, while the increase in Seattle fire fighters' base monthly salary between January of 1967 and September of 1986 has been 275% (Employer Exhibit No. 230). Apparently the 1966-67 period was selected for comparison because the CPI uses 1967 as a base year. However, as discussed earlier, a more appropriate year to base an historical comparison for the Local 27 bargaining unit is the year 1975 when Seattle first came close to the average of the comparators. Thus, a review of Employer Exhibit No. 230 shows that between August 1975 and July 1986, the cost of living in the Seattle area went up 97.1%, while the increase in Seattle fire fighters' base salary between September 1975 and September 1986 was only 84.7%.

Finally, I note the substantial evidence put in the record by the Union regarding the excellence of the Seattle Fire Department. While that evidence is really not sufficient to actually measure productivity between the comparator fire departments, it is clear that the Seattle fire fighters perform many of the functions which are performed by engineers in five of the seven departments and in general Seattle is considered a leading fire department among the nation's fire departments.

Based on all of the foregoing, a substantial wage increase appears appropriate. The comparators and bargaining history suggest that Seattle fire fighters should receive sufficient compensation so as to allow them to receive a wage at least equal to that received by the average of the comparators. However, in view of the fact that both the Seattle area and U.S. Cities CPI-W during the appropriate period have been extremely low, it would not seem appropriate under the statutory criteria to award the entire 9.5% requested by the Union in the first year. However, the increase should be in excess of the 4.4% average increase between September of 1985 and September of 1986 received by the average of the seven comparators (Union Exhibit No. 58). (If the figures on Employer Exhibit No. 238 are used, the average increase of the comparators

between the year 1985-86 and 1986-87 is closer to 5%. However, I have determined to use the Union's figures since the 9.5% increase to the average of the comparators sought by the Union is based on its figures.)

Based on all the foregoing, it is the opinion of your Chairman that Seattle fire fighters should receive an increase which takes them a substantial way toward reaching the average base monthly salary paid by the comparators. It is my opinion that an increase taking them two-thirds of that way is appropriate. Therefore, I shall order a 6.3% increase in top step fire fighters' base monthly salary effective September 1, 1986. 6.3% of $2,510 is $2,668. Even with this substantial raise, Seattle will only be at 97.1% of the average as of September 1, 1986 and will remain in sixth place among the comparators, leaving only Sacramento and San Diego behind Seattle. These are the same two cities which have traditionally held the last two places among the eight comparator cities with respect to top step fire fighter base monthly salary.

The Employer also argues that the Chairman should consider the differences in the CPI-W increases in the comparators as compared to those increases in Seattle. In this regard, the Employer placed in evidence Exhibit No. 149 which shows the increases in the CPI-W from 1967 to 1985 in

San Diego, San Francisco-Oakland, Los Angeles-Long Beach-Anaheim, Regional West, Portland and Seattle-Everett based on the Consumer Price Index. A review of that exhibit indicates that Seattle's increase during the aforementioned period is less than the other areas with the exception of Portland.

As already pointed out the local CPI-Ws are not considered as accurate as the U.S. Cities Index. Even assuming their validity, the increase in the cost of living as measured by the CPI in San Francisco or in San Diego or in any other city among the comparators is not relevant to a consideration of the cost of living faced by a Seattle fire fighter. What is relevant with regard to a Seattle fire fighter when considering local CPIs is, how well have Seattle fire fighter salary increases kept up with the increase in the cost of living in the area in which they live as measured by the local (Seattle area) CPI. If one takes an historical look at the cost of living as measured by the Seattle area CPI since 1975, the year I have been using for comparison purposes, one can see that an increase from $1359 to $2,668 effective September 1986 would result in a salary increase over the period of 96.3%, while at the

same time the increase in the Seattle area CPI-W between August 1975 and July 1986 was 97.1% (See Employer Exhibit No. 230).

I turn now to consider the question of the appropriate base monthly salary for the second year of the contract. As I have already reported, the increase in base monthly salary from September 1986 to September 1987 for the six comparators for which information is available, averaged 5.4%. The Union has sought a 5% increase for the second year. As already discussed the CPI-W increase for the appropriate period in Seattle was 1.4% and was 3.9% in the U.S. Cities average. Thus, we have a situation in which during the two years used as a base for considering cost of living increases for the Agreement in question here, there has been an unusually low rise in the Seattle area CPI-W and a relatively low rise in the U.S. Cities CPI-W. Although your Chairman believes, for the reasons already discussed, that Seattle should approach the average salary paid by the comparators, it would not be appropriate to order the full amount sought by the Union for the second year in view of the relatively low overall rise in the CPI. Thus, again it appears appropriate to order a raise of two-thirds of that sought, which is 3.3%. Such a raise provides Seattle fire fighters at the top step with a base monthly salary of

$2,756, which is 9.8% above the $2,510 Seattle was receiving effective August 31, 1986. A raise of 9.8% over a two year period is a substantial raise. However, it still leaves Seattle in sixth place among the eight comparators and in the neighborhood of 5% below the average depending upon the eventual settlement in San Francisco.

Wages - The Local 2898 Unit

The parties are in agreement with respect to the duration of the Agreement which is to be from September 1, 1986 through August 31, 1988. The Union proposes that the position of top step Battalion Chief receive a 17% wage increase for the first year of the Agreement. This 17% wage increase would also be applied to the other steps on the salary schedule. Additionally, the parties are agreed that the same differential should be maintained between the rank of Battalion Chief and the rank of Deputy Chief as presently exists. At the top step, Deputy Chiefs receive 15% more in base monthly salary than do Battalion Chiefs. Thus, under the Union's proposal the present top step Battalion Chiefs' base monthly salary of $4,048 would increase to $4,736. One hundred fifteen percent of this figure is $5,446. The Employer, on the other hand, proposes that there be no increase in salary during the first year of the Agreement.

With respect to the second year of the Agreement, from September 1, 1987 through August 31, 1988, Local 2898 proposes a base salary increase of 5% for both ranks. The Employer proposes a 1.1% base salary increase based on the same cost of living formula it deems appropriate with respect to Local 27. Thus, under the Union's proposal for the second year of the Agreement, a top step Battalion Chief would receive 105% of $4,736, or $4,973. Under the Employer's proposal, the top step Battalion Chief would only receive 101.1% of $4,048, or $4,093. Thus, the Local 2898 proposal for the second year of the Agreement calls for an amount about 21.5% in excess of that offered by the Employer.

As in the case of Local 27, the parties are in dispute as to the method to be used in comparing Seattle with the comparator cities. Thus, the Union takes the position that the Chairman should compare monthly base salaries actually paid to top step Battalion Chiefs in each of the comparator cities against that paid to the top step Battalion Chief in Seattle. When such a comparison is made, one finds that the present salary received by a top step Battalion Chief, $4,048, is 90.7% of $4,461 which represents the average of the seven comparators. This figure of $4,461 comes from Union Exhibit No. 35 and includes as I understand it any mid-year increases granted in the comparators. If one looks

at the comparators as of September 1, 1986 (as Local 27 did with respect to the fire fighters), the average base salary figure is $4,418 based on the monthly figures appearing on the stipulated fact sheets. The figure $4,048 is 91.6% of $4,418. To bring the base monthly salary of a Seattle Battalion Chief to that of the average of the comparators, effective September 1, 1986, would require a 9.1% raise.

The Employer, on the other hand, takes the position that the only appropriate way to compare wages is to review hourly compensation. Battalion Chiefs in Seattle and in the comparator cities work the same number of hours as is the case with fire fighters in Seattle and the various comparators. Thus, Seattle Battalion Chiefs on twenty-four hour shifts work the lowest number of hours per week of any of the comparators.

Although the Union believes that monthly comparisons are the most appropriate, as in the case of Local 27 it also provides its own method with respect to how hourly compensation should be figured in the event the Chairman finds hourly compensation most appropriate. The difference in hourly compensation computation methods between Local 2898 and the City results in only slight differences. Thus, Employer Exhibit No. 136 indicates that during the contract year 1986-87 Seattle is 7.5% above the average

based on compensation per hour worked and is in second place among the comparators. Union Exhibit No. 50, on the other hand, contains hourly compensation figures which place Seattle 5.1% above the average and in third place among the comparators.

It is unnecessary to further consider the hourly compensation figures because I find, in agreement with the Union, that the appropriate basis of comparison with respect to the Chiefs is base monthly salary for a top step Battalion Chief. To understand the reasoning behind this decision, one needs to review the evidence of bargaining history.

Charles C. Soros is a Battalion Chief in the Seattle Fire Department and also President of Local 2898, the Seattle Fire Chiefs Association. Soros testified that in 1981, the Chiefs were informed by the City that they no longer would be given a percentage increase based on what was negotiated between the City and the fire fighters, but instead were being offered a $1,500 annual raise. A review of Employer Exhibit No. 236 confirms that effective September 1, 1982, the Battalion Chiefs did receive a $125 a month raise which is a $1,500 annual raise. The Chiefs were also informed that if they wanted any additional raises they would have to organize and negotiate with the City. The

Chiefs did just that and their unit was certified on March 28, 1983.

The Employer presented no evidence regarding an historical comparison between Seattle Chiefs wages and the wages received by Chiefs in the comparators either in terms of monthly salary or hourly compensation. The Chiefs presented an historical comparison based on top step Battalion Chiefs' monthly salary only as far back as 1981 (Union Exhibit No. 34). In 1981, Seattle was in first place in monthly salary at $3,640, according to Union Exhibit No. 34, and in second place according to Union Exhibit No. 35 which has a higher figure for San Francisco than does Union Exhibit No. 34. Union Exhibit No. 35 indicates that the average for the comparators was $3,363 leaving Seattle 8.2% above that average for 1981. If one uses the figures on Exhibit No. 34 for 1981, then Seattle was slightly higher above the average of the comparators. (As I understand both of these two exhibits they do include any mid-year increases given in the comparators.)

Exactly what occurred with respect to consideration of comparators when the parties negotiated their first agreement in 1983 is not clear from the record. However, Union Exhibit No. 34 indicates that the monthly salary negotiated was $3,872 and the average at that time was $3,765, leaving

Seattle 2.8% above the average on a monthly basis and in fifth place just six dollars per month behind fourth place Oakland. Interestingly, the monthly salary in Seattle during the prior year, 1982, was $3,765 (See Employer Exhibit Nos. 232 and 236), which, as indicated above, was the average of the comparators in 1983. Thus, the City gave the Battalion Chiefs a 2.8% raise even though no raise would have left Seattle in 1983 exactly at the average of the comparators on a monthly basis.

It also seems appropriate to consider the comparators on the basis of monthly salary when trying to determine wages for the Local 2898 unit since that is the basis upon which the City has traditionally worked with Local 27. Furthermore, it does seems appropriate to provide Battalion Chiefs with a salary figure that has some relationship to the fire fighters they supervise. In this regard, I note that the parties have agreed to a fixed percentage between top step fire fighters and lieutenants, between lieutenants and captains, and between battalion chiefs and deputy chiefs. The statutory purpose of providing for the uninterrupted and dedicated service of Battalion Chiefs would not be well served by following a system that would allow Battalion Chiefs to lose substantial ground in salary in relation to the fire fighters they supervise. If one

compares the salaries of the top step fire fighters, as set forth on Union Exhibit No. 58, as of September 1st of each year going back to 1977 to the top step monthly salary of Battalion Chiefs as set forth on Employer Exhibit No. 232 for the same years, one finds that the percentage difference is almost identical in each year. That is, top step Battalion Chiefs monthly salary falls somewhere between 61% and 62.6% above that provided to top step fire fighters. Thus, by using base monthly salary for both units, the parties will be able to consider this important factor of the relationship between Battalion Chiefs' pay and the pay of the fire fighters they supervise.

Finally, in this regard, I note that questions such as hours of work, the nature and cost of medical benefits, the nature and cost of pension benefits, holidays, and vacations are each separate issues which necessarily have to be separately negotiated and can be separately placed before an arbitration panel. It may be helpful for the parties to try to place a value on the total compensation package in one city against that of another city for purposes of costing out one city's total package against another. However, when the parties actually negotiate the terms of a collective bargaining agreement, they must do it on an issue-by-issue basis. This is not to say that an arbitrator will not

consider the various contractual provisions in determining what to award in a particular situation. In fact I shall do so in this case, as I will consider my award regarding the other matters in dispute in light of my award on wages where it is relevant to do so. However, for purposes of making comparisons between comparator cities, the most efficient method is to compare apples to apples, namely, salaries in one city versus salaries in another; hours in one city against hours in another; insurance programs in one city against insurance programs in another; vacations in one city against vacations in another city, etc.

I do not wish to imply that your Chairman would not respect a stipulation of the parties as to how they wish the Chairman to consider portions of an economic package from city to city. Where such stipulations have been placed before this Chairman, he has followed them in the past. Here, however, the parties are in disagreement as to the basis for comparison, and the bargaining history supports the Union's view that the comparison with respect to salaries should be made on the basis of base monthly salary and not on a total hourly compensation basis.

In view of the fact that the City, when negotiating its first contract with the Chiefs, was willing to provide the Chiefs with an average monthly salary significantly above

that received by the average of the comparators and in view of the fact that the City has established over the years a percent difference between top step Battalion Chiefs and top step fire fighters in the range of 61% to 62.6%, it would seem appropriate to provide Seattle Battalion Chiefs with a raise that would move them back toward the average of the comparators. In this regard, it should be noted that when one compares the percent difference between the average monthly salary of a top step Battalion Chief as of September 1, 1986 for the seven comparators of $4,418 with the average monthly salary of the top step fire fighter as of September 1, 1986 for the seven comparators of $2,748, one finds that the percent difference is 60.8%. If the comparison is made including mid-year increases the percentage difference is $4,461 compared to $2,761 (Employer Exhibit No. 238) which is 61.6%. Both percentage differences are in general accord with the range of percentage differences between Seattle top step Battalion Chiefs and top step fire fighters.

A raise of 9.1% above the $4,048 salary presently received by Seattle top step Battalion Chiefs is necessary to bring Seattle to the average as of September 1, 1986 of $4,418. I have determined to use the $4,418 figure representing the average of the comparators as of September 1, 1986 rather than the $4461 figure representing the average

of the comparators including mid-year increases, in order to be consistent with the methodology used in connection with the fire fighters. If one wants to bring Seattle to the average of the comparators including mid-year increases, the percentage increase required would be 10.2%. I also note that the average increase received by Battalion Chiefs in the seven comparators between 1985 ($4,230) and 1986 ($4,461) was 5.5%. These figures include mid-year increases because no record is available of the salaries of Chiefs in the comparators as of September 1 in any year prior to 1986.

With respect to the cost of living, the Employer placed in evidence Exhibit No. 232 which shows that the overall increase in salary for Battalion Chiefs from January 1967 to September 1986 was 341%, while the increase in the Seattle-Everett CPI-W between November 1966 and July 1986 was only 215%. However, it seems more appropriate to use the same year, 1975, as the basis of an historical comparison regarding the cost of living for Battalion Chiefs as was used with respect to fire fighters. If one compares the salary increases for Battalion Chiefs from September of 1975 until September of 1986, the increase is 87.5%, which is very close to the 84.7% increase over the same period for

salaries paid to top step fire fighters. The Seattle area CPI-W, as indicated earlier, had increased 97.1% during the period August 1975 until July 1986.

Further, I note that the prior agreement between Local 2898 and the City of Seattle contained identical cost of living provisions regarding the setting of salaries for the contract years beginning in 1984 and 1985. In view of the foregoing, the same Seattle area and U.S. Cities CPI-W figures as discussed in connection with Local 27 are applicable to Local 2898.

Finally, I note there was substantial evidence placed in the record by the Union regarding the excellence of the Seattle Fire Department including the Local 2898 unit. As was stated in connection with Local 27, the evidence provided was not sufficient to actually measure productivity between the comparator fire departments. However, it is clear from the evidence that the Seattle Fire Department is considered a leader among the nation's fire departments. Clearly, substantial credit must go to the members of the Local 2898 unit who supervise that fire department.

Based on all of the foregoing, a substantial wage increase appears appropriate. As was the case with Local 27, the comparators and bargaining history suggest that the Chiefs should receive sufficient compensation so as to allow

them to receive a wage at least equal to that received by the average of the comparators. However, in view of the fact that both the Seattle area and U.S. Cities CPI-Ws during the appropriate period have been extremely low, it would not seem appropriate under the statutory criteria to award the entire 9.1% raise necessary to bring Seattle to the $4,418 average in the first year. However, the increase should be in excess of the 5.5% average increase between 1985 and 1986 received by Battalion Chiefs in the seven comparators.

Based on all of the foregoing, it is the opinion of your Chairman that the Seattle Chiefs should receive an increase which takes them a substantial way towards reaching the average base monthly salary paid by the comparators. Thus, it is my opinion that an increase similar to that provided the fire fighters is appropriate. Therefore, I shall order a 6.3% increase in top step Battalion Chief base monthly salary effective September 1, 1986. Six and three-tenths percent (6.3%) of $4,048 is $4,303. Such a raise will place top step Seattle Battalion Chiefs at 61.3% above the monthly salary I have ordered for top step fire fighters ($2,668). This 61.3% figure is right in line with the percentage difference between the average monthly salary of Battalion Chiefs for the seven comparators and the average

monthly salary of fire fighters for the seven comparators in 1986. That percentage was either 60.8% or 61.6% depending upon whether one makes the comparison at September 1, 1986 or one includes mid-year increases. Additionally, the 61.3% figure resulting from my award here is also in line with the traditional range of differences in base monthly salary between Seattle Battalion Chiefs and fire fighters, namely 61% to 62.6%.

It should also be noted that the raise, although substantial, will still leave Seattle Battalion Chiefs at only 97.4% of the average as of September 1, 1986 and in fifth place. The Seattle Battalion Chiefs will drop to sixth place among the comparators after the increase in Portland on May 1, 1987.

I turn now to consider the question of the appropriate base monthly salary for the second year of the contract. A careful review of the evidence establishes that the record contains information regarding raises given to Battalion Chiefs for the contract year commencing in 1987 for only three cities, namely, Long Beach, Oakland and San Diego. A comparison of the information provided on Employer Exhibit No. 270 with that provided on Employer Exhibit No. 135 indicates that the raise in base annual salary in total for

the three cities comes to 4.8%. The individual percentage raises provided are as follows: Long Beach, 4.3%; Oakland, 4%; and San Diego, 6.5%.

Local 2898 has sought a 5% increase for the second year of the Agreement. The 5% request by the Union is in line with the raises given in the three comparator cities for which we have information. However, as pointed out with respect to Local 27, the increases in the relevant CPI-Ws during the appropriate periods were relatively low overall.

Although your Chairman believes that Seattle should approach the average salary paid by the comparators, pursuant to the statutory criteria it would not be appropriate to order the full amount sought by the Union for the second year in view of the relatively low overall rise in the CPI-W. Thus, again it would appear appropriate to order a raise similar to that provided the fire fighters, which is 3.3%. Such a raise will provide Seattle Battalion Chiefs at the top step with a base monthly salary of $4,445. This amount is 9.8% above the $4,048 received by the Chiefs in 1985. While I realize that a raise of 9.8% over a two year period is a substantial raise, I note that it will leave Seattle Battalion Chiefs still substantially below the

average for 1987. Thus, the $4,445 figure is only $27 above the average of the comparators as of September 1, 1986 and is actually $16 behind the 1986 average of $4,461 which includes mid-year increases.

Premiums - The Local 27 Unit

The Union proposes the following premium increases:

Paramedic Premium: An increase in the premium from 10% to 15% based on the base salary of a top step fire fighter.

Emergency Medical Technician (EMT) Premium: A 2% premium based on the base salary of a top step fire fighter. Presently there is no premium paid for such certification.

Aid Car Premium: An increase in the premium from twenty cents per hour when assigned to aid car duty to 5% of a top step fire fighter's base salary.

Hazardous Materials Team (HMT) Premium: Presently fire fighters assigned to the HMT receive no premium for such assignment. Local 27 seeks a premium of 10% of a top step fire fighter's base salary.

Premiums for Employees Working Forty Hours Per Week: Presently all positions outside of the Operations Division filled by Local 27 bargaining unit members involve schedules of forty hours per week. At present premiums are paid in connection with some of those positions. None of those premiums are as high as five percent. Local 27 proposes that a premium of 5% of a top step fire fighter's base salary be paid in connection with all positions involving schedules of forty hours per week.

The Employer contends that no changes in the present situation regarding the payment of premiums are warranted.

After carefully reviewing the record, I find, in agreement with the Employer, that no additional premium is warranted with the exception of the Paramedics. The situation involving the Paramedics will be discussed at the end of this section.

First, it must be remembered that the substantial salary increases I have awarded in this case are intended to compensate bargaining unit members for their generally high level of training, dedication, duties and responsibilities, and productivity. Therefore, additional compensation on a per skill or per duty basis would not seem appropriate.

Further, a review of the evidence regarding the comparators does not suggest that additional increases in premiums are appropriate.

With respect to the premium for 40 hour per week employees, it should be noted that these employees already receive a substantial premium by virtue of the fact that they are paid the same salaries as Operations Division fire fighters who work 45.7 hours per week on average. The fact that the 40 hour per week employees in Seattle have a smaller premium over their Operations Division counterparts than do the 40 hour per week employees in the comparators is due solely to the fact that the Operations Division fire fighters in Seattle work a lower number of hours than do the Operations Division fire fighters in the comparator cities. This fact certainly does not compel a conclusion that Seattle 40 hour per week employees are somehow behind with respect to wages received by their counterparts in the comparator cities.

With respect to Paramedics, I note that the qualifications for this work are substantial. Thus, to apply for training one must have state EMT certification. One must also have acquired at least three years of service in the Seattle Fire Department, including two years of aid car experience. If selected for training, a fire fighter then

undergoes a 2600 hour program conducted at the Harborview Medical Center and receives Paramedic Technician certification only upon successful completion of this program.

The Employer has only 55 Paramedic positions, yet these 55 people respond to approximately 35% of all alarms. The high volume of work which Paramedics are called upon to perform is very stressful and demanding work. The evidence indicates that Paramedics have achieved considerable success in saving lives over the years, especially through the Medic I program. The record also supports a finding that the Seattle Paramedics are among the world's leaders in emergency medical services as evidenced by the considerable interest shown in Seattle's operation by other organizations seeking to establish and improve their own programs.

Among the comparators, only Long Beach employs Paramedics as such. Beginning with the contract year 1987-88, Long Beach Paramedics will receive the same base salaries as Engineers, thus, receiving a premium of approximately 22% above the salary received by a Long Beach fire fighter.

In view of all the foregoing, the Union's proposal for an increase in the Paramedic premium from 10% to 15% is appropriate and shall be granted.

Premiums - The Local 2898 Unit

Presently no premiums are associated with any of the positions filled by members of the Local 2898 bargaining unit. Local 2898 proposes that a 5% premium be paid to the Medical Services Administrator, the Chief of Communications, the Assistant Fire Marshal, and the Evaluation Officer, as well as to the four persons who hold Operations Division Deputy Chief positions. The Employer proposes that the Collective Bargaining Agreement continue not to provide for any such premiums.

After a careful review of the record, I have determined not to grant any of the premiums proposed by Local 2898. The primary consideration is that the salaries I have awarded, as in the case of the Local 27 unit members, are intended, in part, to compensate the Local 2898 unit members for their generally high level of dedication and performance, noting particularly their contribution to the excellence of the Seattle Fire Department. Further, a review of the comparators does not indicate that the award of any of the premiums sought by the Union is appropriate.

Medical Insurance - Both Bargaining Units

By virtue of Chapter RCW 41.26, entitled "Law Enforcement Officers' and Fire Fighters' Retirement System," (hereinafter referred to as LEOFF) employees in either bargaining unit hired before October 1, 1977 have essentially all their medical care paid for by the Employer. Such employees are known as LEOFF I employees, and they do not figure in the instant consideration of medical insurance. On the other hand, LEOFF I dependents and LEOFF II employees (those hired on or after October 1, 1977) and their dependents must look to the relevant collective bargaining agreement for medical insurance.

With respect to both bargaining units, the Employer proposes as standard coverage a comprehensive medical insurance plan to be provided by King County Medical Plan, hereinafter referred to as KCM. The term "comprehensive" denotes a plan in which an insured's medical care is paid for in full, subject to an annual deductible, a copayment, and a lifetime maximum. The Employer's proposal includes an annual deductible of $100 per person up to $300 per family, a copayment by the insured of 20% of medical costs up to $2,000 per person per year, and a lifetime maximum coverage of one million dollars. For those employees who desire coverage other than this standard plan, the Employer

proposes to make available coverage through two health maintenance organizations (HMOs): Group Health Cooperative of Puget Sound and Pacific Health Medical Center. The Employer proposes to pay 100% of the premium for the KCM coverage but only part of the premiums charged by the HMOs, with employees who select these plans paying the remainder.

The Unions propose retaining as standard coverage the "basic/major medical" plan now provided by KCM. Under the basic portion of the plan, the employee receives extensive coverage for a variety of medical services, including office visits to a doctor, without paying a deductible or any copayment. Coverage for dependents is less extensive but nevertheless requires no deductible or copayment. Under the major medical portion of the present plan, physicians' services are paid for in full and other costs, such as hospital room, board, and other charges, are subject to a 20% annual copayment with a lifetime maximum of $200,000. A $100 per person annual deductible with no family maximum applies to the major medical portion. Local 27 proposes maintaining this deductible for the fire fighters, but Local 2898 proposes reducing it to $50.00 per person. Both Unions propose that the Employer continue to pay not only all premiums associated with KCM coverage but also all premiums associated with HMO coverage.

After carefully reviewing all of the evidence, I find that it is appropriate to adopt the Employer's suggested medical insurance program. In this regard, I note the trend of increased costs for medical care and medical insurance in recent years. I also note the commitment the Employer has made to implementing cost containment measures through negotations and cooperative efforts with various labor unions representing city employees. If the trend in increased medical insurance costs were to continue unabated, a situation could evolve where employees would have substantially less insurance protection or have to pay for that protection by reduced salary increases through the years.

The estimated monthly premium for 1988 under each of the insurance options are set forth in the chart below:

1988 Estimated Monthly Medical Insurance Premiums

Local 27 Unit	Basic/MM	Comprehensive	Difference	Percent Difference
LEOFF I, dependents	143.25	107.18	36.07	34%
LEOFF II, employees and dependents	170.95	128.24	42.71	33%

It should be noted that the above figures for the basic/major medical plan assume the present $100 deductible.

If a $50 deductible is adopted as proposed by the Chiefs, the differences would be slightly greater.

My analysis of the two plans using three major areas of comparison, namely, deductibles, coinsurance and lifetime maximums, indicates each plan has certain features to commend it. Thus, while the deductible of $100 is applied to a broader range of coverage under the comprehensive plan, that plan also provides a per family limit of $300, while there is no family limit under the basic/major medical plan. Additionally, while the basic/major medical plan requires coinsurance with respect to a more limited area of coverage, namely, hospital room and board and various ancillary charges, that coinsurance does not contain the stop loss provision of the comprehensive plan. As pointed out above, although the coinsurance applies virtually across-the-board under the comprehensive plan, that coinsurance provision is limited to 20% of the first $2000 per person per year for a total of $400, while the 20% coinsurance required under the basic/major medical plan is not limited. Further, the comprehensive plan provides a one million dollar lifetime maximum, while the basic/major medical plan provides only a $200,000 lifetime maximum.

The foregoing demonstrates that while the comprehensive plan provides fewer benefits than the basic/major medical plan with respect to relatively minor needs for medical services, it provides for better benefits in situations involving more major or catastrophic needs for medical services. Thus, it can be concluded that the comprehensive plan protects employees against the large expenditures which might be incurred from serious illness, while still providing sufficient coverage for more minor illnesses, and all of this at a cost to the Employer substantially less than that required by the basic/major medical plan. As the chart above indicates, the basic/major medical premiums are estimated to be approximately 33% higher than those of the comprehensive plan. Also, implementation of the comprehensive plan in these bargaining units will allow the City to move toward the provision of uniform medical insurance which will have the additional long-term effect of further reducing insurance costs.

After a careful review of the record, I have also determined that an employee who selects coverage made available by the Employer through either of the two HMOs should pay a portion of the premium. In this regard, I note that HMOs generally provide a wider range of benefits than do insurance plans such as King County Medical. Also, the

HMOs require either no copayment or a very small and limited copayment. Therefore, since an employee who selects one of the two HMOs will receive coverage without the costs associated with a plan such as the comprehensive plan, it seems fair that they should pay a portion of the premium.

The estimated premium for 1988 for Group Health is $181.53 per month, while the premium estimate for 1988 for Pacific Health is $155.82 per month. The next question that must be asked is what percentage should an employee pay? I note that the Employer and the Police Officers Guild recently settled on a figure of 20%. This figure appears reasonable and I shall order that employees in both the Local 27 unit and the Local 2898 unit pay 20% of the premium if they select one of the HMOs made available by the Employer.

Finally, it is my understanding from discussions with the Panels that a change in medical insurance from the basic/major medical plan to the comprehensive plan can be implemented quickly. Therefore, I shall order that the comprehensive plan be instituted effective April 1, 1988.

Sick Leave and Long-Term Disability - The Local 27 Unit

As in the medical insurance area, distinctions created by the LEOFF system are relevant here. Under that system, a LEOFF I fire fighter who is unable to work due to sickness or injury receives up to 180 days per year in fully paid leave. If the sickness or injury continues to prevent the fire fighter from working once 180 days have passed, the fire fighter receives a disability pension. These provisions of the LEOFF system apply regardless of whether the sickness or injury is job-related.

For LEOFF II fire fighters, however, the source of sickness or injury is significant. If it is job-related, the fire fighter receives benefits pursuant to the state's Industrial Insurance Act, plus certain supplemental benefits. If it is not job-related, the fire fighter may obtain only whatever benefits are available under the collective bargaining agreement between the Employer and Local 27. Under the most recent agreement, the fire fighter must first exhaust paid sick leave. After exhausting that leave or after 30 days, whichever is longer, the agreement provides for long term disability insurance which will pay 50% of the fire fighter's salary for a period of up to five years. The premiums for this insurance are shared equally by the Employer and the fire fighter. As an adjunct to the in-

surance provided by the agreement, the fire fighter may obtain from the Fire Fighters Relief Association insurance which supplies the remaining 50% of the fire fighter's salary. A fire fighter who elects such coverage must pay the entire premium for it.

The Employer proposes that the existing provisions with respect to LEOFF II fire fighters be carried forward into the new collective bargaining agreement. Local 27 proposes that LEOFF II fire fighters "who are unable to perform their regular assigned duties due to sickness or injury incurred not in the line of duty" be assigned to light duty positions "when feasible." Local 27 further proposes that if such an assignment is not feasible, the fire fighter receive up to 180 days of paid medical leave per year.

Based on a number of considerations, my ruling is that the collective bargaining agreement should reflect the Employer's proposal. Under that proposal, LEOFF II fire fighters will continue to accrue sick leave at a rate approximately equivalent to that provided in five of the comparators: Long Beach, Portland, Sacramento, San Francisco and San Jose.

In addition, neither Long Beach, Oakland, Sacramento, nor San Francisco provides long-term disability coverage to its fire fighters. Thus, the Employer's proposal would continue to accord Seattle fire fighters a benefit not available in four of the seven comparators, and the record is lacking in evidence concerning how Seattle's long-term disability coverage compares with that of the other three cities in which such coverage is available. Additionally, the record lacks evidence of what the comparators do with respect to assigning sick or injured fire fighters to light duty.

Apart from whatever other fire departments may do with respect to such light duty assignments, Local 27 argues that the Employer's refusal to bind itself contractually to a practice of assigning all sick or injured LEOFF II fire fighters to light duty when feasible is inherently unfair and unwise. In particular, it asserts the morale of LEOFF II fire fighters is adversely affected by the knowledge that their LEOFF I co-workers have significantly better sick leave and disability benefits. This does indeed appear to be something of an inequitable situation, yet I am also aware that this situation is not only tolerated by the Washington State Legislature but was actually created by that body. In acting as it did, the Legislature must be

deemed to have considered numerous relevant factors, including the financial strain which would be placed on the various fire departments in the state by requiring that they continue to provide LEOFF I benefits to all their fire fighters. In these circumstances, I do not deem it appropriate to require the City of Seattle to, in essence, provide LEOFF II fire fighters with a LEOFF I benefit.

Local 27 cites as a further inequity the fact that the Employer frequently offers light duty assignments to LEOFF I fire fighters who have been injured while off duty. From the Employer's perspective, such a practice makes economic sense, that is, the Employer is attempting to mitigate the financial loss it incurs from paying both the injured fire fighter's salary and the salary (as well as any overtime) of whoever has taken the fire fighter's regular position during the term of the fire fighter's disability. Such a financial incentive is absent in the case of a LEOFF II fire fighter injured while off duty.

Finally, Local 27 contends that the light duty assignment portion of its proposal is already mandated under Washington law and that the collective bargaining agreement should reflect this mandate, thereby eliminating the need to resort to the courts in the event the Employer fails to honor the mandate. In support of its contention, Local 27

relies on two recent Washington State Supreme Court cases: Reese v. Sears, Roebuck & Co., 107 Wash. 2d 563 (1987), and Dean v. Metropolitan Seattle, 104 Wash. 2d 627 (1985). I have carefully reviewed these cases. It would unnecessarily lengthen this Opinion to discuss them in detail. Suffice it to say that my review leads me to conclude that these cases do not require a finding that the Union's proposal is mandated by law.

State law requirements notwithstanding, I recognize that the City of Seattle recently enacted an ordinance which requires the Employer, when reasonable, to reassign pregnant fire fighters to light duty positions temporarily. In addition, the Employer and Local 27 reached an agreement shortly after the hearing in this arbitration permitting a LEOFF II fire fighter assigned to a non-fire suppression position to continue in that position even if he or she is injured while off duty, provided the fire fighter's physician releases the fire fighter to perform the duties of the position. Hopefully further progress in this regard can be made and I encourage it. However, for the reasons already provided, the Union's proposal shall not be ordered by your Chairman.

Vacations - The Local 27 Unit

The Employer proposes that Local 27 bargaining unit members working 40 hours per week accrue vacation at the same rate as employees working 40 hours per week in the Employer's other departments. Local 27 proposes that bargaining unit members working 40 hours per week accrue the same number of hours of vacation per year as is accrued by fire fighters working 24 hour shifts. Local 27's proposal reflects the manner in which bargaining unit members working 40 hours per week presently accrue vacation. The problem, as the Employer points out, is that the pertinent language in the parties' 1983-86 collective bargaining agreement seems to require something else. I find, in basic agreement with the Employer, that the language provides only that bargaining unit members working 40 hours per week should accrue vacation at the same rate per hour worked as 24 hour shift fire fighters accrue vacation. Given that Article 4.2 of the 1983-86 agreement indicates that 24 hour shift fire fighters work 45.7462 hours per week on average, the vacation language requires bargaining unit members who work 40 hours per week to accrue approximately 87% (40 divided by 45.7462) as many vacation hours per year as 24 hour shift fire fighters.

As already indicated, however, the language has been misconstrued, resulting in 40 hour per week employees accruing 100% as many vacation hours per year as 24 hour shift fire fighters. After consultation with the Panel, I have concluded that both proposals should be rejected and that the collective bargaining agreement should indicate clearly that bargaining unit members working 40 hours per week accrue vacation at the same rate per hour worked as 24 hour shift fire fighters accrue vacation. This will provide 40 hour per week fire fighters with greater vacation benefits than other City employees who work 40 hours per week, but it will reduce the benefits such fire fighters are presently receiving. The result will be a vacation benefit in proportion to that earned by 24 hour shift fire fighters and in line with the intent of the language in the prior agreement.

Overtime Pay - The Local 27 Unit

Both parties agree that for overtime compensation required under the Fair Labor Standards ACT [FLSA], longevity pay must be included in the calculation of that compensation. Nevertheless, there are situations in which overtime compensation will be required under the collective bargaining agreement but not under FLSA. Local 27 proposes that, as is presently the case, longevity pay be included in the calculation of overtime compensation in such situations. The Employer proposes that Article 6.1 be clearly worded to indicate that longevity pay shall not be included in such situations.

The Employer recognizes that premium pay other than longevity pay should be included in the calculation of overtime compensation because such pay "reflect[s] unique duties of certain positions." (Employer brief page 95.) The Employer, however, contrasts premium pay with longevity pay, taking the position that longevity pay does not reflect any particular job duties. However, longevity pay does reward experience on the job and, as such, is as legitimate as any other premium pay. The Employer has not established any basis upon which it would be appropriate for your Chairman to order a change in overtime pay.

Tuition Reimbursement - The Local 27 Unit

Local 27 proposes that the Employer's current tuition reimbursement policy, which is set forth in Fire Department Operating Instruction 020 I 1808, not only be continued but also be incorporated within the Agreement. Under the policy a fire fighter is reimbursed for two-thirds of the cost of tuition for a course which, generally speaking, contributes to a fire fighter's job performance ability and benefits his or her career with the Fire Department. The course must be successfully completed. If a course meets the criteria, then the fire fighter may obtain reimbursement without receiving permission to take the course. Moreover, there is no limit to the amount of money to be spent by the Employer on tuition reimbursements each year.

The Employer, on the other hand, proposes that a somewhat different tuition reimbursement policy be reflected in the Agreement. Under its proposal, a fire fighter would be reimbursed two-thirds of the cost of tuition up to a maximum of $250 per class for courses at certain accredited colleges and universities. However, the course must be approved by the Fire Chief in advance and a grade of "C" or better must be obtained. In deciding whether to approve a course, the

Chief would be required to consider the "direct relevance of the class to the fire service or to the advancement of [the fire fighter] in the fire service." The Employer's proposal also includes a $12,000 annual limit on reimbursements to all members of the Local 27 bargaining unit, combined with a provision for carrying over up to $4,000 of unexpended funds from one year to the next, subject to a maximum of $25,000. For each $1000 of carryover reserve, the per class maximum will be increased by $25.00.

The Employer's primary justification for its proposal is the predictability that will be afforded in the budgeting of funds for tuition reimbursements. In my view this is certainly an acceptable justification, especially in light of the fact that the proposed policy is unlikely to alter substantially the overall benefit presently received by the Local 27 bargaining unit. It seems doubtful that, as Local 27 fears, fire fighters will be discouraged from improving their education. In particular, I note that the Employer spent $14,306 on tuition reimbursements in 1986, which, although somewhat more than the $12,000 guaranteed to be available in any given year under the Employer's proposal, is far less than the $25,000 potentially available in any

one year. Additionally, I note that in 1986, six fire fighters received $9301 or about 65% of the total of $14,306 spent on tuition reimbursement. The limit per class may well result in a more even distribution of the tuition reimbursement funds.

With respect to the criteria for obtaining reimbursement, several minor differences between the Employer's proposal and the current operating instruction are apparent from the discussion above, but none appears to be of much significance except perhaps the prior approval requirement proposed by the Employer. However, this change seems reasonable and there is no reason to believe the Employer will use its right of prior approval to discourage fire fighters from making use of the tuition reimbursement provision.

In view of all of the foregoing, I shall order that the Employer's tuition reimbursement provision be included in the Agreement.

Hours of Work - The Local 2898 Unit

Members of the Local 2898 bargaining unit presently work 99 24 hour shifts per year on average. The Employer proposes adding two "debit" shifts annually, which would bring to 101 the number of shifts worked annually. Local 2898 opposes this proposal, in part because the California comparators have not increased hours for any of their represented units of chiefs at any time within the last five decades, and in Portland an hours reduction will be implemented in 1988. (See Union Exhibit No. 344.) The Union also contends that to increase hours without increasing salaries (as the Employer proposed) would be regressive.

In view of the salary increase I have ordered for members of the Local 2898 unit, the regressive argument is not relevant. Furthermore, even under the Employer's proposal, members of the Local 2898 unit would still work fewer hours than do chiefs in any of the comparators. In view of the foregoing, I am sympathetic to the Employer's proposal. However, I am unable to grant the proposal, due to the fact that the Employer has done nothing more here than simply articulate its proposal. The Employer's brief presents no discussion in support of the proposal and the record is likewise void of any explicit justification for it. Thus, based on the record before me I must decline to grant the Employer's proposal.

The Runzheimer Report

The Employer strongly contends that your Chairman should consider the cost of living in each comparator vis-a-vis the cost of living in Seattle when making the wage comparisons called upon by the statute. The Employer introduced a number of studies and reports in support of its position that the cost of living in the comparators is on average higher than the cost of living in Seattle. In particular, the Employer relied on studies produced by a management consulting firm, named Runzheimer International (Runzheimer), which prepared two reports, one with respect to the fire fighters unit and one with respect to the chiefs units.

The Unions take the position that intercity cost of living comparisons are not called for by the statute. Further, the Unions take the position that if the Chairman were to consider such intercity comparisons, both the documentary evidence and the expert testimony provided by the Unions demonstrate that Seattle's cost of living is either the same as or higher than the average of the comparators. Finally, the Unions take the position that the studies prepared by Runzheimer are flawed and, therefore, unreliable.

I have determined not to consider the evidence of intercity cost of living comparisons provided by the Employer in relation to my consideration of the comparators regarding wages.

First of all, the statute lists in separate sections the two criteria most commonly relied upon in interest arbitrations in the State of Washington. These are a comparison of wages, hours and conditions of employment in like comparators, which is set forth in RCW 41.56.460(c) of the statute, and the average consumer prices for goods and services, commonly known as the cost of living, which is set forth in RCW.41.56.460(d) of the statute. Thus, it does not appear that the statute intends a comparison of wages among the comparators to also include an adjustment of these comparisons based on cost of living in the various comparators. Rather it appears that the statute directs the Chairman to consider wage differences between the jurisdiction at issue and its comparators, on the one hand, and the cost of living faced by the employees subject to the interest arbitration, on the other hand.

Further support for the position I have taken here is provided by the fact that the Consumer Price Index (CPI) does not measure the differences between cost of living in various cities. Rather that index can only tell one the percentage increases over time within each of the various cities for which it maintains an index. Thus, when the Legislature listed as a criterion the average consumer prices for goods and services, it must be assumed that in doing so it was aware that the most commonly used measure of consumer prices for goods and services, the CPI, does not provide for intercity comparisons.

However, even if I were to find that intercity comparisons regarding the cost of living were appropriate under the statute, the evidence presented does not provide a reliable basis upon which to make intercity cost of living comparisons.

With respect to the Runzheimer studies, I note that Runzheimer attempts to compare costs for a given set of expenditures in one city with costs for the same set of expenditures in other cities. This is accomplished by expressing costs for each city in relation to the arithmetic mean of costs for one hundred "representative" U.S. cities. Even though Runzheimer analyzes twelve general types of expenditures covering four areas (taxation, transportation,

housing, and goods and services), the only data it requires of a client are an annual income, a family size and shelter status (i.e., renter or homeowner). Runzheimer then supplies all other facts and assumptions necessary for it to generate a study. However, in this case the Employer also attempted to determine the averages for mortgage tenure and home square footage for both units and also provided that information to Runzheimer.

In the case of each of the comparators, except Long Beach and Sacramento, Runzheimer also agreed to examine housing both in the comparator proper as well as in the three surrounding communities in which, according to data obtained from each comparator by the Employer, most bargaining unit members live. Thus, for example, based on survey data obtained by the Employer from the San Francisco fire department, Runzheimer looked at housing information for San Francisco, where 35.8% of San Francisco fire fighters live and also information for Novato, Petaluma and Santa Rosa where combined 17.3% of San Francisco fire fighters live.

When Runzheimer actually looked at housing for fire fighters within the city of San Francisco, it apparently only looked at the west central portion of the city, plus neighborhoods described as Forest Hill and Richmond, which

as I understand Runzheimer's report, are communities within the city. The record is silent as to how many of the 327 San Francisco fire fighters who live in the city of San Francisco actually live in these portions of the city. Even assuming that all 327 do indeed live in the parts of San Francisco proper focused on by Runzheimer, this means that Runzheimer's housing data for San Francisco fire fighters applies to communities where only 53.1% of San Francisco fire fighters live. This is because only 35.8% of San Francisco fire fighters actually live within the city of San Francisco and only 17.3% of them live in the three communities of Novato, Petaluma and Santa Rosa combined.

The final cost of living figure the Employer relies on with respect to San Francisco fire fighters uses the housing numbers generated by Runzheimer for San Francisco fire fighters living in the communities of Novato, Petaluma and Santa Rosa as a proxy for the housing information applicable to the full 64.2% of San Francisco fire fighters who live outside the city of San Francisco. Thus, the weighted average prepared by Runzheimer in terms of a single index figure can, at best, represent housing information relevant to only 53.1% of the San Francisco fire fighters. The

record simply does not contain any evidence about housing characteristics in the remaining communities in which 46.9% of San Francisco fire fighters live.

Problems similar to those described above exist for other cities with respect to both bargaining units. Moreover, the data collected by the Employer with respect to the comparators apparently pertains only to communities where fire fighters live, but does not distinguish between renting or home ownership. This raises the whole question of substitution addressed by the Union. That is, if in fact it costs more to buy a home in San Francisco than in Seattle a fire fighter might not only elect to live outside the city but the fire fighter might also elect to rent. As the Runzheimer report indicates, there is a significant difference between calculating the cost of living for someone who owns their own home and calculating it for someone who rents.

Housing is the major component of the Runzheimer study. If housing values are not properly assessed, then items such as mortgage principal and interest, as well as taxes will not be properly assessed in computing the intercity cost of living figures. Checking on the accuracy of Runzheimer is made more difficult by the fact that Runzheimer destroys the

raw housing data gathered in past years and it maintains as proprietary the nature of the judgments it makes in gathering and analyzing such data.

The foregoing represents just a few examples of the difficulty in relying on Runzheimer. However, even if one were to assume that the Runzheimer studies are reliable as an indicator of intercity cost of living differences, the conclusions reached by Runzheimer do not justify the Employer's argument that no salary increase is appropriate for the first year of the Agreement. In making this argument, the Employer relies heavily on two exhibits which adjust compensation per hour worked in each of the comparators to Seattle's cost of living based on the Runzheimer plan of living cost standards. Thus, Employer Exhibit No. 295 shows the compensation per hour worked for each comparator adjusted to Seattle's cost of living. The average for the seven comparators is $13.76, while hourly compensation in Seattle is $15.92, placing Seattle in first place among the comparators and 15.7% above the average. When one looks at Employer Exhibit No. 297 with respect to the chiefs, one finds that the average compensation per hour worked of the seven comparators adjusted to Seattle's cost of living is $21.70, while hourly compensation in Seattle is $24.91, placing Seattle in second place and 14.8% above the average.

However, in my view the aforementioned exhibits prepared by the Employer do not appropriately reflect the conclusions of the Runzheimer studies. In this regard, I note that the key information on which all of Runzheimer's work is based is the annual salary for a Seattle ten year fire fighter, including longevity, and the salary for a top step Battalion Chief. With respect to each bargaining unit, Runzheimer then set about determining a cost of living for Seattle and for each of the comparators by creating a model for a standard of living approximately compatible with the salaries applicable to each bargaining unit. That is to say, Runzheimer determined what type of cars persons making a given salary might drive, what type of expenditures they would make for goods and services, etc. Runzheimer's concern was not with how many hours a year one had to work to obtain such salaries, nor was it with other types of compensation, such as medical insurance, a person might receive in addition to such salaries. When one takes the base annual salaries paid to fire fighters in the comparators and adjusts those amounts according to the formula at the bottom of Employer Exhibit Nos. 295 and 297, one obtains the following results. With no salary increase in 1986, i.e., at an annual base salary of $30,120, Seattle fire fighters would be 3.2% below the average of $31,122, and in

fifth place among the comparators. With the 1986 base salary increase I have awarded, i.e., $2,668 per month, or $32,016 per year, Seattle would still be in fifth place and only 2.9% above the average.

If the same calculations are made with respect to the chiefs unit, one finds that the chiefs with no salary increase in 1986, i.e., at an annual base salary of $48,576, would be in seventh place among the comparators and about 2.2% below the average of $49,674. With the 1986 base salary increase I have awarded, i.e., $4,303 per month, or $51,636 per year, Seattle would move to third place about 3.95% above the seven city average.

When the Runzheimer figures are viewed in what I believe to be the proper light as described above, one can see that the raises I have granted are not extreme, and, in fact, are in line with bargaining history. That is, as previously described, Seattle fire fighters and chiefs have generally received raises placing them above the average in base monthly salary.

My final concern about the comparative cost of living information is that the parties not settle into a custom of going to great expense to obtain and analyze information which appears to be of dubious value. In this regard, it must be noted that Runzheimer and other organizations

performing intercity cost of living analyses measure differences in the cost of living at only one particular point in time. Thus, if the parties came to rely on such information, they would be required to go to great additional expense each time a new agreement is negotiated. In this regard, the substantial cost of addressing the Runzheimer data alone was acknowledged by the parties when they agreed that instead of presenting live testimony regarding Runzheimer, the Employer would offer portions of the transcript of the hearing in the interest arbitration between the Employer and the Seattle Police Management Association. That transcript portion amounted to almost three hundred pages, plus several lengthy exhibits. Further, the comparative cost of living portion of the hearing in this arbitration covered over three hundred pages in the transcript and added dozens of exhibits to the record, many of which were quite lengthy. The time and effort spent by your Chairman in reviewing this material was considerable, not to say anything about the time and effort that must have been spent by the parties, both in preparing for this hearing and in the extensive treatment of this matter in their briefs.

Based on all of the foregoing, intercity cost of living comparisons have not been a factor in my determination of the issues in this case.

AWARD OF THE CHAIRMAN

It is the Award of your Chairman that:

A. With respect to wages for the Local 27 bargaining unit, the base monthly salary for a top step fire fighter shall be $2,668, effective September 1, 1986, and $2,756 effective September 1, 1987. During each year of the Agreement, the base monthly salary for a top step lieutenant shall be 15% greater than the base monthly salary for a top step fire fighter, and the base monthly salary for a top step captain shall be 15% greater than the base monthly salary for a top step lieutenant.

B. With respect to premiums for the Local 27 bargaining unit, the paramedic premium proposed by the Union, 15% of the top step fire fighter base salary, is granted. All other premiums proposed by the Union are denied.

C. With respect to medical insurance for the Local 27 bargaining unit, the Employer's proposal that a comprehensive medical plan be provided by King County Medical Blue Shield is granted. Each member of the Local 27 unit who selects medical insurance provided by a health maintenance organization shall pay 20% of the premium associated with such insurance. The foregoing provisions of this Paragraph C shall be effective April 1, 1988.

D. With respect to sick leave and long-term disability provisions for the Local 27 bargaining unit, the Union's proposal is denied.

E. With respect to vacations for members of the Local 27 bargaining unit who work schedules of 40 hours per week, such employees shall accrue vacation at the same rate per hour worked as 24 hour shift fire fighters accrue vacation, effective January 1, 1988.

F. With respect to overtime compensation for the Local 27 bargaining unit, the Employer's proposal is denied.

G. With respect to tuition reimbursement for the Local 27 bargaining unit, the Employer's proposal is granted, effective January 1, 1988.

H. With respect to wages for the Local 2898 bargaining unit, the base monthly salary for a top step battalion chief shall be $4,303, effective September 1, 1986, and $4,445 effective September 1, 1987. During each year of the Agreement, the base monthly salary of a top step deputy chief shall be 15% greater than the base monthly salary for a top step battalion chief.

I. With respect to premiums for the Local 2898 bargaining unit, all the premiums proposed by the Union are denied.

J. With respect to medical insurance for the Local 2898 bargaining unit, the Employer's proposal that a comprehensive medical plan be provided by King County Medical Blue Shield is granted. Each member of the Local 2898 unit who selects medical insurance provided by a health maintenance organization shall pay 20% of the premium associated with such insurance. The provisions of this Paragraph J shall be effective April 1, 1988.