Fire Fighters Local No. 1828
And
City of Edmonds
Interest Arbitration
Arbitrator: Cornelius J. Peck
Date Issued: 11/05/1976

Arbitrator: Peck; Cornelius J.
Case #: 00626-I76-00037
Employer: City of Edmonds
Union: IAFF; Local 1828
Date Issued: 11/05/1976

BEFORE THE STATE OF WASHINGTON

PUBLIC EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PANEL

IN RE: ARBITRATION BETWEEN	**)**	**FINDINGS OF FACT AND DETERMI-**
THE CITY OF EDMONDS AND	**)**	**NATION OF DISPUTE MADE BY**
FIREFIGHTERS LOCAL NO. 1828	**)**	**CORNELIUS J. PECK, PANEL CHAIRMAN**

Appearances:
Douglas Albright, Esq.,
for the City

Donald J. Hagen, Esq.,
Jerome L. Rubin, Esq.,
for the Firefighters

On May 25, 1976, the Executive Secretary of the Public Employment Relations Commission of the State of Washington appointed the undersigned to serve as the chairman of a panel established to arbitrate a dispute between the City of Edmonds and Edmonds Firefighters Local No. 1828. The dispute concerns issues remaining unresolved between those parties as to the terms and conditions of the collective bargaining agreement they attempted to negotiate to replace the collective bargaining agreement in effect between them for the period from January 1, 1974, to December 31, 1975. The other members of the arbitration panel are Mr. Karl A. Hofmann, who was selected from a list of names provided by the Edmonds Firefighters, and James A.

Murphy, Esq., who was selected from a list of names provided by the City of Edmonds.

A hearing of the dispute was held in Seattle, Washington on July 16, 28, 29, and 30, 1976. Thereafter the parties filed written post-hearing briefs setting forth their arguments upon the evidence introduced at the hearing. The brief of the City was mailed to the undersigned on October 1, 1976. Pursuant to an extension of time granted by the undersigned, the brief for the Firefighters was delivered to the office of the undersigned on October 15, 1976. On October 27, 1976, the undersigned met with the other two members of the panel to discuss the findings of fact and the de termination of the dispute which he proposed to make pursuant to RCW 41.56.450. Earlier, on July 20, 1976, the parties had executed a waiver of the statutory requirement that the chairman make written findings of fact and a determination of the dispute within 15 days after the conclusion of the hearing, and agreed that instead the chairman should have a reasonable time after the conclusion of the hearing to prepare the written findings of fact.

The undersigned has given full and deliberate consideration to the evidence and arguments thus presented. In addition, the undersigned has given careful consideration to the report and recommendations of a fact-finding panel, concerning the manner in which the parties should resolve the issues then in dispute between them. The chairman of that panel was Paul D. Jackson, Esq.; James A. Murphy, Esq. was the City member of the panel; and Mr. William Angel was the Union member of the panel.

The Minimum Manning Requirement

The Union has proposed that the following language be added to Article XI of the proposed agreement between the parties:

> **3. At least three full paid members will be on duty 24 hours per day at the duty station.**
>
> **At the present, ninety percent of the time three full paid members of the 15-man fire department of Edmonds are on duty 24 hours per day at the duty station. The ten percent of the time when only two full paid members are on duty occurs because of problems of scheduling vacations and sick leave. On such occasions a volunteer serves as the third man in responses to calls. According to the Union, the absence of a third full paid firefighter on these occasions substantially increases the risk of harm to the firefighters responding to a call. This increase in risk occurs in substantial part because when only two full paid members are on duty they must await the arrival of the volunteer fireman before departing for the scene of the fire It may take between one to five minutes for the volunteer to report and dress for service. During this time the heat of a fire might increase significantly. An enclosed building which has become superheated is explosive if a window breaks or in some other manner a supply of oxygen gets into the interior, Another risk is that volunteer firemen are not as well trained as full paid firemen, and, because they do not devote full time to firefighting, they are not as familiar with the firefighting equipment, its location on trucks, and the possibilities**

of its use.

On the other hand, it appears that only 30 percent of the emergency calls received by the Edmonds fire department are for fires. The Chief of the Department estimates that only 30 percent of the fires require a three-man crew, with the consequence that it is only with respect to 10 percent of the calls that the increased risks with which the Union is concerned occur. Moreover, the City is purchasing a new "attack" fire-fighting unit which may reduce the manning requirements for fires to which the department responds.

I realize the deceptive simplicity with which an arbitrator, seated at his desk, may proclaim that the hazards to firefighters of performing work in a certain manner are not substantial. Nevertheless, I note that Edmonds is primarily a city of single family residences. It does not have a large commercial or manufacturing area in which flammable or explosive materials are stored in large quantities. (I realize that the Department is under contract to provide supplementary fire protection service to an adjacent terminal for oil shipments.) Moreover, the City has, without obligating contractual obligations, moved to higher and higher proportions of professional firefighters and reduced reliance upon volunteers, and there is no reason to believe the incentives for reducing losses will not cause it to adopt a complement of full paid firefighters if that change would significantly affect fire losses. Moreover, as I stated in an arbitration proceeding concerning the firefighters of the City of Richland, Washington, experience with contract provisions fixing manning requirements in industry generally has been very unsatisfactory. Changes in technology--perhaps represented in this case by the acquisition of the "attack" unit--may render the previously stated requirements obsolete, but, having been incorporated in a collective bargaining agreement, they remain long after they serve any legitimate purpose.

For these reasons, I conclude that the parties need not adopt the Union 5 proposed manning requirement.

Shift Exchanges

The Union proposed that language be added to Article XI, so that paragraph 2 of that article would read as follows:

> **2. Shift exchanges: When mutually agreeable, and for good reason, any two members of the same rank may exchange their day off period, but only with the approval of their Lieutenants who shall obtain approval of the Fire Chief. Shift exchanges are recognized as a privilege not to be abused by overuse or for frivolous reasons. They shall be allowed upon request in writing timely made, by the Chief or his designate, provided, however, that such exchanges may be denied for good reason which shall be set forth in writing and such document given to the persons involved in the proposed exchange. (Language to be added underscored.)**

The Union desires that this change be made to facilitate shift exchanges between firefighters for purposes such as pursuing educational courses or

meeting other pressing obligations incompatible with a 24 hour shift. In many respects the new language only contractually requires pursuit of the practices currently followed, such as the giving of a written statement for the reasons of denial of a request. The Union's concern is that the reasons for all denials be stated in writing so as to avoid inconsistency and prevent any practices of favoritism. Like the chairman of the fact finding panel, I conclude that the addition of the proposed language to the collective bargain-mg agreement would be desirable. Accordingly , it is my determination that it be added.

Shift Definition

The expiring collective bargaining agreement contains a definition of the work week, but does not contain a definition of a shift. Such definitions are common in collective bargaining agreements, and the Union desires that such a definition be added to the contract between the parties to give additional certainty as to the obligations of the parties. The Chairman of the fact-finding panel recommended that a definition be added to the agreement. The City objects to the addition for the reason that it would unduly restrict the needed flexibility of the operations of the fire department. In response to this objection, the Union has agreed to addition of language to the provision recommended in fact-finding which would permit an averaging of shifts for shift workers, thus preserving flexibility in scheduling. I conclude that the provision recommended by the fact-finding panel, with the amendment proposed by the Union, gives a desirable added certainty to the contract without unduly hampering operations of the fire department. Accordingly, the following language shall be added to Article XI, Section A of the collective bargaining agreement:

> **A. The shift of a day.worker shall be eight hours; for shift personnel, it shall be twenty-four hours. A work week for day workers shall consist of five shifts; an average work week for shiftworkers shall consist of two shifts per week. The work week of day workers and shift personnel shall be regularly scheduled in advance by the Department and shifts shall be worked consecutively for each work week unless the individual agrees to a change in shift hours or in case of an emergency.**

Sick Leave

The City proposed a change in Article XIX of the collective bargaining agreement to insert the following language:

> **All disabling sicknesses and illnesses will be charged against accrued sick leave until consumed.**

That language would replace the provision of Article XIX of the expiring agreement which reads as follows:

> **Sick leave and accrued sick leave will be used during periods of disability approved by the Disability Review**

Board.

The City has made this proposal as a change responsive to adoption of the Law Enforcement and Fire Fighters Act, pursuant to which an Attorney General's opinion suggests a fire fighter might receive disability pay for a period as short as one day arising from non-work related causes Presently, however, the Edmonds Disability Review Board has determined that only after 80 hours of sick leave have been used shall a firefighter be placed on disability pay. When put on disability pay he no longer uses sick leave for the period of his disability. The consequence is that if a firefighter became permanently disabled he would, under current practices, be entitled to receive one half of his accrued sick leave. This could amount.to as much as 360 hours of sick leave if the firefighter had worked over eight years without taking any sick leave. [A firefighter may accumulate a maximum of 800 hours of sick leave, of which he would be required to use 80 hours before going on disability pay under the present practices.] The City has proposed this change to avoid the possibility of what it refers to as the double compensation caused by the enactment of the Law Enforcement and Fire Fighters Act. The chairman of the fact finding panel agreed with the City's proposal and recommended adoption of the proposed change in the language.

Of course, the current practice of the Edmonds Disability Review Board ensures that there will be no duplication of benefits during the first 80 working hours of disability. Moreover, if this requirement concerning the use of sick leave is not sufficient protection against.duplication of benefits, the required period for use of sick leave could be increased. More important, however, is the fact that a fire fighter who retires without disability is paid one half of his accrued sick leave. Such a payment at the time of retirement is not made because the retired employee will become sick or disabled after retirement, and thus it is not a payment which should be considered as payment for sickness or disability. If it is not such a payment, there is no duplication of benefits with the new statutory benefits. More likely, as suggested by the Union, such a payment is made to the retiring employee in recognition that he did not freely avail himself of available sick leave, with concomitant interference with the operation of the Department. The possibility of obtaining such a payment on retirement provides an obvious incentive for fire fighters to use their sick leave only when necessary. It would seem most unfair to pay those sums to employees who retire in good health, but to deny them to fire fighters whose sparing use of sick leave resulted in the accumulation of sick leave prior to a disabling injury.

For these reasons, I conclude that the proposed change in the language in Article XIX should not be adopted.

Removal of Limit on Number of Senior Firefighters

At the present time the City has a limit of five on the number of firefighters in the Department who may be classified as senior firefighters, the highest classification below the supervisory rank of lieutenant. At the

hearing the Union proposed that this limit be removed, but it did not further argue the issue in its post-hearing brief. Nor does the issue seem to have been presented to the fact-finding panel, and for that reason the chairman of the fact-finding panel made no recommendation on the issue.

The City argues that senior firefighters occasionally serve as a shift officer, but the City's job description for the position expressly states that a senior firefighter supervises "no one." The description of the basic function of the position does state that a senior firefighter may be delegated a specific staff and supervisory responsibility. Such limited supervisory responsibilities thus do not appear to be a regular and continuous part of the duties of the position. These intermittent assignments provide a weak basis for the City's contention that no more than five senior firefighters are needed because of a lack of need for additional supervision. The City's witnesses gave no other convincing explanation of what is done by employees who are senior firefighters and those who, holding the qualifications for such a classification, are classified at a lower rank.

On the other hand, the Union did not present any evidence indicating that the lower rank employees do in fact perform the same services with the same level of skill as do those employees classified as senior firefighters. The Union, which seeks to make a change in the existing practices, has thus failed to persuade me that the limit on the number of senior firefighters should be removed in this collective bargaining agreement. Accordingly, I shall not direct the removal of such a limitation.

The Salary Administration Plan

In the expiring collective bargaining agreement the Union accepted the City's salary administration plan, known as the "Prior Plan" after the name of the outside consultant who designed the plan. That plan was made after extensive consultation with City employees, including firefighters. Its objective is to establish a compensation system which gives substantial recognition to merit, through semi-annual merit reviews. The relative worth of each position is determined by job evaluation methods, giving weight to a variety of separate and distinct factors. Salary ranges have been established for the various job classifications which permit a variation of as much as 20% in the salary or wage received by an employee in a given classification. Since there is normally only a six percent interval between salary grades in each salary group, there are overlapping salaries or wages for persons in different wage or salary groups. The merit increases given are to be substantial, and have not amounted to less than five percent. Merit increases are based upon an appraisal of the performance of individual employees.

Some problems have developed with the Prior Plan during its two years of use by the parties . One of the problems is that not all of the semi-annual merit reviews of firefighters have taken place, but this appears to be, at least in part, because of the Union's objections to merit reviews during the time when the collective bargaining agreement now subject to arbitration was being negotiated. Another problem has been that the merit determinations made

by the Fire Chief have not been binding upon the Mayor, who has the power to reject the Chief's recommendations. An additional problem has been the lack of consultation with the Union at any time prior to final determination of the merit increases which will be awarded individual firefighters.

The chairman of the fact-finding panel concluded that, despite these difficulties, the Prior Plan should not be abandoned at this time. He did recommend, however, that once the Fire Chief had recommended a merit increase that increase should not be subject to denial by the Mayor. He further recommended that the Union be afforded an opportunity to participate in the evaluation process before final determinations were made as to individual merit increases and that when merit increases are given, the Chief should specify in writing the bases for the increases.

I agree with the chairman of the fact-finding panel that the Prior Plan should not he abandoned at this early date after its adoption, It is important to give recognition to merit in public employment, and this plan should be given an adequate testing period before the conclusion is reached that the complications of merit reviews are such that the plan is unworkable. Certainly none of the arguments advanced by the Union establish that proposition. Those.objections which the Union has advanced can be dealt with adequately in the manner suggested by the chairman of the fact-finding panel.

Accordingly, I shall direct the retention of the Prior Plan for salary administration during the term of the collective bargaining agreement. The Mayor shall be contractually obligated to the Union to approve merit increases determined upon by the Fire Chief. The Fire Chief shall be obligated to confer with a representative selected by the Union prior to making his final determination of individual merit increases. The Fire Chief shall also state in writing the reason or reasons for the merit increases which he makes and furnish a copy of that statement to both the Union and the employee involved.

The 1976 Wage Increase

The Union's basic proposal concerning wage rates for the new collective bargaining agreement was predicated upon abandonment of the Prior Plan and its replacement by a classification system under which predetermined values would be assigned to factors such as longevity and education. Its estimate was that its plan would result in an overall increase of 10.69% in labor costs. Given the determination that the Prior Plan should be retained for the period of the next collective bargaining agreement, there is no purpose to be served in further discussion of the Union's basic proposal. The City has proposed that the pay increase for 1976 be set at 5.2% for the reason that at the time of the hearing the latest consumer price index for the Seattle area, which was for May 1976, indicated that the cost of living during the period from May 1975 to May 1976 was 5.24%.

This proposal is at best whimsical, and certainly lacks merit for resolution of this dispute. The percentage by which the cost of living has risen during the period from May 1975 to May 1976, bears no rational relationship to what pay increase should be granted to firefighters to make up for the

much larger increase in the cost of living known to have occurred between January 1, 1975 and December 31, 1975. The history of bargaining between the parties indicates that pay increases granted at the beginning of a calendar year have been designed to make up for the increase in the cost of living which occurred since the last pay increase, and not as a prediction of what the increase in the cost of living would be in the next year. Thus the collective bargaining agreement for the period from January 1, 1974 to December 31, 1975, provided that the pay increase to become effective on January 1, 1975 would be equal to the percentage increase in the cost of living during the year preceding August 31, 1974. Moreover, pursuing this same policy, the City has proposed that the salary increase for 1977 be set at the percentage of the increase in the consumer price index between August 1975 and August 1976. Parties who are interested in providing pay increases to compensate for future increases in the cost of living may, and usually do, accomplish this by providing periodic adjustments throughout the year for monthly or quarterly increases in the consumer price index. The proposal that the pay increase be fixed at 5.2% because that was the annual rate of increase in May 1976, might serve to punish the Union for not having accepted the City's proposal during negotiations that the cost of living increase be 10% which was then the rate of increase in the consumer price index. Obviously, the purpose of this arbitration proceeding is to fix the correct wage rate for the affected employees and the city which benefits from their services. It is not the function of an arbitration award to punish the real parties in interest for delays which occurred in the negotiation process. Particularly is this the case where an assessment of fault for delay in the negotiation process would result in attribution of fault to both parties.

The City has offered an alternative ground for fixing the wage increase at 5.2%. It is that effective July 1, 1975; all firefighters received a merit increase of 5% or more. Addition of that 5% to the 5.2% now proposed by the City would result in a pay increase of 10.2% more than wages which became effective on January 1, 1975, and hence a total increase very close to the increase which occurred in the consumer price index for the period between August 1974, and August 1975. The major defect in the City's proposal is that the pay increase which was made effective as of July 1, 1975, was a merit increase and not a cost of living pay increase. More specifically, it appears that the minimum across-the-board merit increase of 5% was given to department employees in large part because all department employees had become certified Emergency Medical Technicians during 1974. It would hardly do service to the concept of a merit increase if six months later it were to be converted into a cost of living increase. Accordingly, the chairman finds this suggestion of the City to be unacceptable.

I find support for these conclusions in the report prepared by the chairman of the fact-finding panel which previously considered this dispute. By the time he prepared his report the City had adjusted its proposed across-the-board pay increase down to a 7.98% pay increase because that was the percentage increase in the consumer price index between November 1974, and November

1975. He recommended that the parties instead use the 10% increase in the cost of living between August 1974 and August 1975, since it conformed to the prior practice in negotiations. He also observed that merit increases should have little relationship to the economic. arguments presented by the parties in negotiations upon the completion of a contract year except insofar as they affected the overall wage statistics in comparisons made with other comparable municipalities.

The massive statistical data presented by the City establishes that Edmonds have been well paid in comparison with firefighters of other cities of approximately the same size. Thus, as the chairman of the fact-finding panel noted, it appears that considering all wages and fringe benefits paid during 1975, Edmonds firefighters rank second on the list of cities with which the parties agree comparisons may be made It also appears that during 1975 Edmonds firefighters received at least the average of wages alone of the cities with which comparisons are to be made. The parties have already agreed upon improvements in the vacation plan and the provision governing holiday pay which will add still more to the labor cost of the Edmonds Fire Department. Accordingly, I conclude that during 1976 the Union is entitled to a pay increase of no more than the 10% increase in the cost of living which occurred between August 1974, and August 1975, plus a 2% increase in overall funding for wages or salaries which will make possible continued use of merit increases pursuant to the Prior Salary Administration Plan.

This determination coincides with the recommendation made by the chairman of the fact-finding panel. It is also in line with the pay increases which have been put into effect for employees in the police department (for whom a 1% bonus above the 10% increase for cost of living was made effective across-the-board from January 1, 1976 to July 1, 1976, and administered thereafter during 1976 pursuant to the merit system.) Employees in the public works department have also received comparable pay increases.

The increase in pay which is to be included in the collective bargaining agreement will result on an overall basis to an increase in labor costs of 12%, which is 2% more than the increase in the cost of living during the period from August 1974 to August 1975. That additional amount is necessary to permit the City to continue to use the Prior Salary Administration Plan, and thus permit the recognition of meritorious performances by individual firefighters. An arbitrator may feel reluctant to grant pay increases in excess of the increase in the cost of living in the absence of a demonstrated improvement in productivity. In this case, the fact that the 2% merit increase will be awarded to employees who have established that they merit an increase does much to ensure that.the additional pay increases will be reflective of increased productivity or efficiency. In addition, the increase in the cost of living between August 1975, and January 1, 1976, was significant. While exact figures for the Seattle area are not available for that period, it does appear that the increase in the consumer price index between August 1974 and November 1975 was 11.6%, or an additional 1.6% above the cost-of-living increase previously determined upon. It thus appears that the total pay increase to be put into

effect in 1976 will not actually exceed the increase in the cost of living between the time chosen to fix the wage rates of the prior contract and the wage rates of the contract under consideration in this proceeding.

For the reasons stated above, I conclude that the proper pay increase for the calendar year of 1976 is a 10% across-the-board pay increase to cover increases in.the cost of living. In addition, the Employer shall award a total of 2% of the wages paid under the former collective bargaining agreement to employees in the department on the basis of merit, following the principles of the Prior Plan as contractually modified by this decision.

Retroactivity of Pay Increases

The City proposes that any pay increase directed as a result of this arbitration proceeding should become effective as of the beginning of the month in which the award is made. The reason for thus limiting the effectiveness of the award is said to be that all of the delay in the negotiation and arbitration process is due to the Union and the changes it has made in its demands. It is true, as the City points out, that the chairman of the fact-finding panel did criticize the Union for lateness in the presentation of its wage proposals in fact finding. On the other hand, the chairman of the fact-finding panel also noted that the unavailability at times of the labor relations representative for the City made it impossible to complete the fact-finding process within the time set by the statute. The punitive wage proposal made by the City did nothing to eliminate the need for arbitration. Moreover, delays in the presentation of this dispute to arbitration might also be attributed to the City, as for example in its presentation of a motion that the chairman disqualify himself almost one month after the appointment of the chairman, which required the postponement of a hearing scheduled for June 29, 1976. Such a motion had previously been made to the Commission itself, which denied that motion two weeks prior to its renewal before the chairman of this panel.

I think it unnecessary, however, to engage in a careful and precise determination of which of the parties is more at fault for the delays which have attended the negotiation and ultimate arbitration of disputed provisions of the proposed collective bargaining agreement. It seems apparent that the purpose of negotiating the collective bargaining agreement is to set the proper and correct terms and conditions of employment for firefighters of the City of Edmonds from and after January 1, 1976. Viewed in this light, it is apparent that the pay increases found to be appropriate should be made effective retroactively to January 1, 1976, except insofar as the Fire Chief may decide to use the 2% merit pay to provide a larger merit increase during this period for certain deserving employees.

The 1977 Wage Increase

The parties are in agreement that there should be a cost-of-living pay increase effective January 1, 1977, equal to the percentage increase in the consumer price index for the period from August, 1975 to August, 1976. (According to the City's post-hearing brief, statistics recently released by

the U.S. Bureau of Labor Statistics fix this increase at 5.3%, but those statistics were not made a part of the record in this case.) The Union suggests that in addition, if the Prior Plan is retained, provision should be made to permit additional merit payments. The Union's basic proposal would have required increases in wages going beyond the cost of living because of increases for seniority and educational credits. Since the Employer has prevailed upon its contention that merit system of the Prior Plan be preserved, it is only equitable to require it to allocate an additional sum equal to 2% of the wages paid as of December 31, 1976, to merit pay to be awarded during the calendar year 1977.

Determination of Issues in Dispute

1. Minimum shift manning requirements shall not be added to the collective bargaining agreement.

2. Paragraph 2 of Article XI of the collective bargaining agreement shall be revised to read as follows:

> **Shift exchanges: When mutually agreeable, and for good reason, any two members of the same rank may exchange their day off period, but only with the approval of their Lieutenants who shall obtain approval of the Fire Chief. Shift exchanges are recognized as a privilege not to be abused by overuse or for frivolous reasons. They shall be allowed upon request in writing timely made, by the Chief or his designate, provided, however, that such exchanges may be denied for good reason which shall be set forth in writing and such document given to the persons involved in the proposed exchange.**

3. Paragraph 1. A. of Article XI shall be revised to read as follows:

> **A. The shift of a day worker shall be eight hours; for shift personnel, it shall be twenty-four hours. A work week for day workers shall consist of five shifts; an average work week for shift workers shall consist of two shifts per week. The work week of day workers and shift personnel shall be regularly scheduled in advance by the Department and shifts shall be worked consecutively for each work week unless the individual agrees to a change in shift hours or in case of an emergency.**

4. No change shall be made in Article XIX concerning the relationship between sick leave and disability pay approved by the Disability Review Board.

5. No change shall be made in the collective bargaining agreement concerning the number of senior firefighters.

6. No change shall be made in the plan pursuant to which salaries and wage ranges are determined other than the following:

a. Recommendations for merit increases made by the Chief to the Mayor's Administrative Assistant will not be denied by the Mayor.

b. In making personnel merit reviews the Chief shall consult and confer with a representative selected by the Union at some time prior to the making of his final determination of the granting or withholding of individual merit increases.

c. Whenever merit increases are recommended, the Chief shall state in writing the reason for the merit increase and furnish a copy of that statement to both the Union and the individual employee involved.

7. All employees in the bargaining unit shall receive a 10% increase over the rate of pay which they were receiving for the month of December, 1975. In addition, the City shall provide an additional sum of 2% of the annual salaries computed at the rates in effect during December, 1975, for use in paying merit increases to individual employees pursuant to the City's salary administration plan as limited by paragraph 6 of this determination.

8. The salary or wage increases directed by paragraph 7 of this determination shall be made retroactive to January 1, 1976, except insofar as the Chief may decide to allocate the additional sum of 2% of the annual salaries to provide larger merit increases for individual employees.

9. The salaries or wages received by employees in the unit shall be increased for the year beginning January 1, 1977, by the percentage of the increase in the Consumer Price Index for the Seattle area published by the U.S. Bureau of Labor Statistics for the period from August 1975 to August 1976. In addition, the City shall provide an additional sum of 2% of the annual salaries computed at the rates in effect in December, 1976, for use in paying merit increases to individual employees pursuant to the City's salary administration plan as limited by paragraph 6 of this determination.

Seattle, Washington
November 5, 1976

Cornelius J. Peck, Chairman of Arbitration Panel