

**Seattle Police Officers Guild
And
City of Seattle
Interest Arbitration
Arbitrator: Phillip Kienast
Date Issued: 02/24/1984**

**Arbitrator: Kienast; Philip
Case #: 04777-I-83-00104
Employer: City of Seattle
Union: Seattle Police Officers Guild
Date Issued: 02/24/1984**

IN THE MATTER OF ARBITRATION

CITY OF SEATTLE)	Opinion and Award
)	of
)	Arbitration Panel
-and-)	
)	Richard Rovig
)	Everett Rosmith
SEATTLE POLICE OFFICERS)	Philip Kienast , Chairman
GUILD)	
_____)	RE: Wage/Benefit Reopener

APPEARANCES

For the Guild:

Wil Aitchigon of Aitchison and Sherwood, attorneys for the Guild.

For the City:

Marilyn Sherron, assistant City attorney.

OPINION

This proceeding is pursuant to RCW 41.56. A hearing in this matter was held on December 12, 13, 14 and 15. The issues in dispute were salaries and features of the medical and dental benefit package.

This Opinion and Award has been prepared by the Chairman of the Panel as directed by RCW 41.56. It represents the Chairman's conclusions based upon the Panel's lengthy deliberations. The signatures of the partisan Panel members attests solely to the fact that each was offered full and ample opportunity to participate and comment on the conclusions made hereinunder and that the Panel carefully considered all relevant factors as specifically enumerated in RCW 41.56 and set out below:

41.56.460 Uniformed personnel Arbitration panel Basis for determination. In making its determination, the panel shall be mindful of the legislative purpose enumerated in section 1 of this 1973 amendatory act and an as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:

- (a) The constitutional and statutory authority of the employer.**
- (b) Stipulations of the parties.**
- (c) Comparison of the wages, hours and conditions of employment of the uniformed personnel of cities and counties involved in the proceedings with the wages, hours, and conditions of employment of uniformed personnel of cities and counties respectively of similar size on the west coast of the United States.**
- (d) The average consumer prices for goods and services, commonly known as the cost of living**
- (e) Changes in any of the foregoing circumstances during the pendency of the proceedings.**
- (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.**

Contentions

The Guild contends a 12.0% across the board salary adjustment is warranted when statutory criteria are considered. By contrast, the City argues a 1.5% salary increase represents an adequate and fair increase in light of the standards in RCW 41.56. The parties agree that the City should continue to pay 100% of the medical and dental insurance. They disagree on whether the major medical deductible should be increased from \$50 to \$100 per person. They disagree on whether vision care improvements should be made in the medical services provided. They also disagree regarding the eligibility of retired police officers to continue group coverage while paying their own premiums. Estimates indicate the cost of adding the features sought by the Guild would be equal to approximately a .5% additional increase in salaries.

Pay Comparability

The parties differed somewhat in their approach to pay comparability. The City's analysis focused on a set of West Coast cities that have been utilized by the parties in previous negotiations and arbitrations, with the exception of Tacoma. These cities include: Long Beach, Oakland, Sacramento, San Diego, San Francisco, San Jose, CA; and Portland, OR. The city argued Tacoma should not be considered since its population is less than one-half that of Seattle's; the other cities being either more than 1/2 or less than twice Seattle's size and one traditionally used by the parties in negotiating wages.

It notes that as of June 30, 1983 the average monthly top step salary for these cities was \$2,293 compared to Seattle's \$2,366. It further notes that since 1971 Seattle's base salary has increased by 151% while the average rate of increase for the other cities was only 133% (CC-4). The City argues that as of September 1, 1983, the average top step salary in these cities was \$2,401. It notes that the salary in Seattle would be \$2,401 if a 1.5% increase was awarded (CC-11). Moreover, the City argues that when fringe benefits are considered that Seattle compares more favorably to these other cities (CC-15).

The Guild took a different approach to the issue of comparable cities. It had an economist) Dr. Zerby, empirically select comparable West Coast cities using population and ten other variables (retail sales, assessed valuation, crime rate) number of officers, each of the foregoing on a per capita basis plus crime rate per officer). Utilizing a regression analysis Dr. Zerby concluded on a set of nine comparable cities: Santa Ana, Anaheim, Riverside, Long Beach, San Francisco, San Jose, Oakland, Portland and Tacoma.

The Guild's salary analysis (G-5)discloses that the average police officer's base monthly salary in the nine cities selected by Dr. Zerby was \$2,524 as compared to \$2,461 for Seattle. These figures include an upward adjustment in cities that pay all or part of employee's contribution to a pension plan. It also includes longevity increments where applicable. For example, in Long Beach the city pays 7% of the employees 9% pension contribution. On a base monthly top step salary of \$2,377 the Guild calculates it would take an increase of 8.8% or a salary of \$2,543 to equal the disposable income realized by the officer because of the 7% pension pickup by the City.

The Chairman has examined in great detail both the cities chosen by the two parties and their methods for comparing compensation for officers among those cities. As regards the former, five of the cities were common

to the sets offered by both parties, namely: Long Beach, Oakland, San Francisco, San Jose and Portland. Tacoma did not appear in the city's set of comparables this year, but was in previous police interest arbitrations dating back to 1976 and including the most recent in September 1983 (Seattle Police Management interest arbitration, Panel Chairman, Mike Beck). Moreover, Tacoma was used by the parties themselves in negotiations as a comparable city during this same period. The City offered no persuasive argument as to why a city that has been found a reasonable comparison in the past should now be excluded from use.

By contrast, the Guild's set of cities includes three cities not found in the set it has in recent years agreed formed a reasonable comparison group, namely: Santa Ana, Anaheim and Riverside. Its set also excludes two cities included in the cities and agreed comparables in previous negotiations and arbitrations, namely: Sacramento and San Diego. However, the Guild offered the expert opinion and analysis of Dr. Zerbe to justify this new set. The Chairman finds considerable merit in the empirical approach used by Dr. Zerbe. Interestingly, his analysis disclosed Tacoma as the most comparable city under any formulation of his regression equation. Joining Tacoma as most comparable cities were Santa Ana, San Francisco, and Oakland. Three of the most comparable cities in Dr. Zerbe's analysis were ones also adjudged by the parties in the past to be comparables.

Cities found to be slightly less comparable in Dr. Zerbe's analysis to this first group were Portland, Anaheim and Long Beach. Once again, two of three of these are ones traditionally used by the parties in negotiations and arbitrations. Dr. Zerbe's analysis disclosed two other cities that formed a third and slightly less comparable set of cities: San Jose and Riverside. His analysis did not find Sacramento and San Diego, two of the traditional set of comparables used by the parties, to be comparable.

In light of the foregoing analysis the Chairman has selected a set of six comparable West Coast cities to be used. The list is headed by Tacoma. It is a city used historically by the parties in negotiations and arbitrations. It is the most comparable city uncovered by Dr. Zerbe's analysis. Moreover, being in Washington, it operates under the same statutory authority as does the City of Seattle. Also, like Seattle, it operates in the same regional labor market with comparable cost of living features, e.g. taxes.

Next on the list are Santa Ana, San Francisco and Oakland. The latter two are both historical comparison cities and in the most comparable group found by Dr. Zerbe. Santa Ana is included because, like San Francisco and Oakland, it was in Dr. Zerbe's most comparable group and also because the Chairman finds that a set of comparables should be constructed that includes at least two data points for each area in which all of Dr. Zerbe's

comparables fall, namely, Los Angeles area) Bay area and Northwest area:

Los Angeles Area

Long Beach
Santa Ana

Bay Area

San Francisco
Oakland

Northwest Area

Tacoma
Portland

Portland is used as the other Northwest comparable because it has been used historically by the parties as a comparable and is the only other Northwest city found to be comparable in Dr. Zerbe's analysis.

The Chairman has concluded that San Jose, Riverside and Anaheim should not be used as comparables. First, because it would result in a set of cities that was not proportionate, i.e. it would give the Los Angeles Area and Bay Area undue weight in comparison to the Northwest Area with four and three cities respectively as compared to two for the Northwest. Moreover, San Jose and Riverside were not in the two highest groups of comparable cities found by Dr. Zerbe. And while San Jose has been a traditional comparable city used by the parties, its retention would unduly weight Bay Area compensation patterns in the comparability analysis. Anaheim is not used for similar reasons, but also because it has not traditionally been used as a comparable city.

Regarding the methods for comparing compensation among this set of cities, the Chairman believes pension pickups in the comparable cities must be factored into the analysis. However, he finds the Guild's method inflates the impact of this practice. He finds a more realistic approach in a method based on the concept of net salary. For example, in Long Beach the effect of the pension pickup is to leave an officer with a net salary after his pension contribution of \$2,329. By contrast, a Tacoma officer's comparable net salary after his pension contribution of 6.5% is \$2,315. In light of the parties stipulation for purposes of this hearing that pension benefits are comparable across jurisdictions, it is clear that consideration of the employer's agreement to pick up all or part of the employee pension costs makes a significant difference in actual monthly compensation.

Monthly compensation is also increased by employer payments for health care insurance. Since there are variations among cities as the amount paid on behalf of an officer, the Chairman believes they should also be factored into the compensation comparison. For example, currently Seattle pays an average of \$224 per month per officer for health care insurance. By contrast, San Francisco pays only \$65. The net effect is that an officer in San Francisco must either pick up non-covered health expenses or pay the additional premium to get comprehensive coverage. The Chairman has added employer paid health premiums to net salary after pension pickup to get an approximate idea of net monthly compensation. This assumes that officers would purchase health coverage on the open market comparable to coverage provided by the Employer. This assumption appears realistic since police officers through their associations exert considerable control over how their compensation is split between salary and benefits.

Table 1 discloses data on minimum or base monthly compensation for the six cities in the comparability set determined by the Chairman. It shows that Seattle's base monthly compensation is 3.6% less than the average of the six comparable cities. It also discloses that a higher percentage of Seattle's compensation is comprised of health payments as compared to the average. This suggests that salaries could be made more comparable simply by lowering the health care premiums in Seattle.

Hours of Work

Seattle's compensation compares more unfavorably when hours of work are considered. The Guild argued that a more proper comparison is made if

Table 1

**Minimum of Base Monthly Compensation of a Top Step Police Officer
in the Chairman Set of Six Comparable Cities After Employer
Pickup of Some or All of Officers Pension Contributions
and Health Insurance Costs, January, 1984**

	(A)	(B)	(C)	(D)	
	Base Monthly Salary	Net Monthly Salary After Pension Pickup	Employer Monthly Health Payment Pickup	Monthly Compensation	(C + B)
<u>Los Angeles Area</u>					
Long Beach	\$2,377	\$2,329	\$224	\$2,553	
Santa Ana	2,463	2,438	168	2,606	

<u>Bay Area</u>				
San Francisco	2,525	2,342	65	2,407
Oakland	2,559	2,335	162	2,497
<u>Northwest Area</u>				
Tacoma	2,625	2,454	240	2,694
Portland	2,349	2,185	201	2,386
<u>Average</u>	2,483	2,347	177	2,524
Seattle	2,366	2,212	224	2,436
% of Difference				
	(-4.9%)	(6.1%)	(+2.7%)	(-3.6%)
of Seattle from				
Average				

both hourly compensation and education/training incentives are considered. It notes that officers in Seattle assigned to patrol duty work a 8-1/4 hour day (due to a 15 minute required roll call) whereas patrol officers in other jurisdictions work only an 8 hour day. This results in a Seattle patrol officer working approximately 5 hours extra per month. However, this figure must, in the chairman's view, be adjusted by the fact that only 60% of the bargaining unit are assigned to patrol. The adjustment results in the average unit member working roughly 3 hours per month more than their counterparts in the comparable jurisdictions.

For the sake of comparison if one assumes a 160 hour work month is the average for the comparable cities then the average officer's hourly compensation would be \$15.78 per hour. Seattle's comparable average work month of 163 hours results in an hourly compensation rate of \$14.94, 5.6% less than the average hourly rate.

Contingent Pay

In all the comparable cities police officers can increase their monthly pay by meeting certain contingencies. Seattle and Tacoma are unique in providing salary increments based on employment anniversary dates: 2, 4, 6 and 8% respectively at 5, 10, 15 and 20 years of service. By contrast, all other cities have contingent pay based on a combination of education (AA, BA or Masters degree) and/or training and police experience (Intermediate and Advanced POST-Police Officer Standard Training--certificates). For instance, the best is Santa Ana where an AA degree plus 5

years experience gets an officer an increase in his monthly pay of \$180--in four more years he gets \$360/month without any further educational attainment. By contrast an AA degree in Oakland gets an officer only \$26 per month more regardless of years of experience (Oakland does have a small longevity increment that the Chairman has estimated at the \$20 figure for an officer at the ten years experience level). In Long Beach an Intermediate POST certificate earns an officer \$105 per month additional pay, an advanced POST earns him a maximum monthly increment of \$189.

Table 2 discloses the minimum and maximum monthly contingent pay that officers can earn in the six comparable West Coast cities. It shows that at the minimum Seattle compares unfavorably and at the maximum it compares favorably. In the absence of evidence regarding the numbers of officers in the comparable cities who earn what level of contingent pay, any further analysis or conclusions are impossible.

The Guild noted its membership survey (U-D) disclosed 7% of their members had Masters degrees, 30% Bachelors degrees and 39% had at least an AA degree. It argued that virtually three quarters of its members would be eligible for the various education based contingent pay in the comparable cities. By contrast, the City argued that in the past it has been willing to institute education based contingent pay, but the Guild was disinclined to do so. Moreover, the City argued it required only a high school degree for hire and continued employment and therefore should not have to pay for something it does not require.

The Chairman is not persuaded by the Guild's position. Effectively it wants an educational increment folded into base salary. In every other jurisdiction the evidence shows recognition of education is contingent on an individual officer's level of attainment. The parties have considered the matter of education incentives in previous negotiations and agreed not

Table 2
Minimum and Maximum Monthly Contingent Pay In
the Six Comparable Cities, 1983-84

City	Monthly Minimum	Monthly Maximum
Long Beach	\$105	\$189
Santa Ana	180	360
San Francisco	0	0
Oakland	46	148
Tacoma	52	210
Portland	<u>60</u>	<u>60</u>

Average	\$ 74	\$ 161
Seattle	\$ 47	\$ 189

to institute one. The Chairman declines to factor in education incentives in other jurisdictions to base salary comparisons.

Cost of Living

The Guild argues that the salary of a police officer with an average 13.2 years of service has been eroded by changes in the cost of living as measured by the CPI, regardless of whether the urban wage earners (W) or all urban consumers (U) series is used (U-B). The city argues the opposite. The difference is largely attributable to whether longevity pay and paid health premiums are considered. Table 3 discloses the changes since 1967 and 1971 in cost of living and changes in compensation for unit members and the average U.S. worker.

The data in the table show, regardless of which base year or which CPI index is used, that unit members compensation has increased faster than the cost of living. It is only when one focuses on base salary and uses the base year of 1971 that the CPI rises faster than pay. However, the chairman believes that focus is too narrow. A significant factor in the CPI increases has been the dramatic increase in health care costs. Since unit members are provided an excellent health care package they are virtually unaffected by this increase. Accordingly, it is appropriate to add the monthly health premium paid by the employer to their salary to get a balanced picture of how unit members have fared in relation to inflation. Also, longevity premiums should be factored into the picture in the chairman's view since they increase as a percentage of base pay.

The City presented evidence regarding the dollars needed to support a predetermined pattern of purchases in its comparable cities. It had a consultant, Runzheimer and Co., Inc. do an empirical analysis of the costs

Table 3
Trends Monthly Compensation of 10 Year Officer in Seattle in
Relation to EPI and Compensation Index

Consumer Price Index	1967	1971		Percentage Increase Since 1971	Percentage Increase Since 1967
		(W)	1983		
CPI-W	100.0	117.6	299.0	154%	199%
CPI-u	100.0	121.2	304.5	155%	210%
<u>Compensation Index*</u>					
Comp. Index	50.8	61.5	164.4	167%	222%
<u>Seattle Monthly Compensation</u>					
Base Salary	\$670	\$975	\$2,366	143%	
Plus Longevity	\$670	\$984	\$2,461	150%	
Plus Health Insurance	\$695	\$1,016	\$2,697	165%	288%

*Nonfarm business sector, all persons: hourly compensation includes employer expenditures for hourly wages, pay supplements and payments to pension and health plans and other employee benefits, U.S. Department of Labor, Bureau of Labor Statistics, Productivity and Cost Series.

to provide a typical middle income expenditure pattern for a family of four: earning \$28,400 with one car and a three bedroom, 1-1/2 bath, 1600 sq. ft. house in December 1983. Table 4 discloses the index of expenditures needed to support this assumed lifestyle in four of the six comparable cities (Runzheimer did not survey Tacoma or Santa Ana). Table 4 suggests

Table 4
Runzheimer Indices of Expenditures in Four
Comparable Cities, December, 1983

<u>City</u>	<u>Cost Index (a)</u>
San Francisco	116.0
long Beach	113.2
Oakland	105.9

Portland	<u>104.7</u>
	109.9
Seattle	99.2
Standard City, USA	100.0

(a) Table 1, p. 1c

that on average a person in Seattle spends 10.7% less to support the assumed standard of living than the average person in the four cities shown.

Now the City argues that since it cost less to live in Seattle, that salaries should be adjusted accordingly. while the Chairman sees some merit in this argument, he is hesitant to give too much weight to this one factor. First, the Runzheimer analysis was done at a single point in time. whether these cost differences are stable over even the short run is questionable. For example, a similar study of living cost done by the American Chamber of Commerce Researcher Association (Area Cost-of-Living Index for Metro Cities, First Charter 1983; Inter-City Cost of Living Indicators) supports this point. It surveyed a different set of cities in California, but two were in common with Runzheimer: San Jose and Sacramento. Th San Jose the Chamber index was 117.1 in the first quarter of 1983. Runzheimer's survey nine months later results in an index of 107.2-nearly a 10% difference. Similarly in Sacramento Runzheimer's index was 101.0 while the Chambers was 107.1--a 7% difference in the opposite direction from that found in San Jose. The Chamber surveyed Tacoma and found its index to be 103.0. Nine months later Runzheimer finds Seattle's index at 99.2-a 4% difference. while one would expect some difference between the two studies due to different assumptions about expenditure patterns, the size of the difference suggests other sources, e.g. sample size, statistical error and/or actual fluctuation in real cost expenditures.

In addition, the Runzheimer survey discloses that one can drastically change one's living expenditures by simply moving a short distance. For instance, if a person chooses to live in San Francisco rather than Oakland his expenditures rise by 10%. If he chooses the other way his living costs decrease by 10%.

Other Factors

In the Chairman's view the most important other factor to consider is labor market conditions in the Seattle area, both in the public and private

sectors. Table 5 shows 1983 base monthly salaries for police officers in the fourteen highest paying cities in the Seattle area labor market. Table 4 reveals that Seattle's 1983 base monthly salary of \$2,366 is only \$1 more

Table 5
Base Salary Changes in the Twelve Highest Paid Cities in 1983

for	Base Salary 1983 for Top Step Police Officer	Percentage Increase 1984
Renton	\$2,485	0
Auburn	2,463	3.0
Kirkland	2,462	4.0
Tacoma	2,406	6.0
Mercer Island	2,391	4.6
Redmond	2,382	0
Bellevue	2,371	In Arbitration
Everett	2,347	4.0
Mountlake Terrace	2,342	3.0
Kent	2,325	4.3
Lynnwood	2,233	5.0
Edmonds	2,178	3.0
Average	2,365	3.3%
1984 Average	\$2,465	

than the average salary of the twelve other cities of \$2,365. If only the three largest cities (Tacoma, Bellevue, Everett) are considered then Seattle Salary is \$8 below average. Table 5 also discloses that the average salary settlement for 1984 in these twelve Seattle area cities was 3.3% resulting in base salary average of \$2,465.

In the private sector, wage settlements in 1983 in and around Seattle were characterized by wage freezes or modest first year increases averaging roughly 3%. Nationwide, private sector, negotiated first year increases averaged only 1.7% during the first nine months of 1983. Seattle settlements appear on average to be in line with this national pattern.

The Guild argues that increase in officer productivity in recent years also support its salary position (U-E). This argument is difficult to evaluate without the same information from comparable cities. By contrast, the City provides some analysis of workload/productivity in Seattle and its 8 comparable jurisdictions. Seattle is second only to San Francisco in officers per thousand population and has the fourth highest crime rate per 100,000 population, and ranks five Out of 8 in terms of number of crimes per officer (WL 3-5).

The Chairman finds that, on balance, the Guild and City evidence regarding productivity/workload discloses that Seattle is not different enough, either compared to its past or other cities, to warrant a "productivity increase" over and above an increase indicated by other factors.

Salary Determination

The foregoing consideration of the factors set out in RCW 41.56 sets the stage for the salary decision. While the law instructs the Panel to consider these factors, it does not indicate how much each factor should be weighed in the final analysis. In the Chairman's view it is a reasonable assumption that the various factors discussed above were also considered by city and police officer negotiators in arriving at recent salary settlements in the Seattle area. Why? Because if those parties had reached impasse they also would have had their salaries determined under RCW 41.56. In his opinion the best single guide to what constitutes an equitable salary increase in this proceeding is what other parties similarly situated have found reasonable to agree upon regarding salary levels--all other things being relatively equal. Seattle area cities are more similarly situated than other West Coast cities. They operate under Washington statute and are in the same living areas and labor market.

Recent area settlements have averaged 3.3%. The discussion now turns to a consideration of whether other things warrant an adjustment of this figure in the case of Seattle.

If we consider the West Coast comparables, Seattle lags in base monthly compensation by 3.6% or in terms of hourly compensation by 5.6%. Given cost of living differences among these cities and Seattle, the Chairman does not believe Seattle should be the compensation leader of this group of West Coast comparables. In his opinion, and in light of the evidence in this proceeding, Seattle should remain in the mid range in terms of base monthly compensation, a position Seattle has held in recent years in relation to the old set of comparables used by the parties.

By contrast until 1978, Seattle was among the compensation leaders of

larger area cities and traditionally near parity with Tacoma. In recent years its position has slipped considerably. In the Chairman's opinion historical patterns deserve some weight in the salary decision. Accordingly, he adjusts the beginning 3.3% upward to 3.5%. This increase will begin to reverse the downward slide of Seattle among its local comparables. The Chairman understands the desire of the Guild to "catch up" faster to its local comparables, especially Tacoma. However, the Chairman believes a speedier catchup would be imprudent because of the severe fiscal and labor relations strain any larger increase would place on the City. Also, if historic patterns are based on factors that continue to the present the Seattle police officers will probably find themselves once again compensation leaders as a result of increases over the next few years.

The parties have already agreed to a continuation of 100% payment of health care premiums by the City in the second year of the contract. This increase is equivalent of an additional salary increase of 0.7% (CA-i pp. 2&3). Accordingly, an increase of 3.5% on salaries represents a 4.2% increase in total compensation. The size of this increase will also keep Seattle compensation near the average for the West Coast comparables, a position the Chairman determines to be appropriate in light of all the evidence.

Health Insurance

The City contends that an increase in the major medical deductible from \$50 to \$100 is justified by inflation and prior agreements. It argues that the CPI and salaries have more than doubled since the \$50 deductible was set in 1971. Moreover, it notes that the parties agreed in Article 11, Section 6 of the prior agreement that the deductible would increase when it did for other employees. It has increased to \$100 for other City employees. Accordingly, the Chairman will order an increase to \$100 for unit employees.

The Guild proposes to add coverage for glasses to the current vision care program. However, it did not present persuasive evidence and argument as to why this proposal should be adopted. By contrast, the City introduces evidence that provision of glasses in other West Coast cities was the exception rather than the rule. The Chairman therefore rejects the proposal.

The Guild also proposed that a plan be devised so that retired officers can purchase continued health insurance coverage through a City sponsored group plan. The Chairman finds this proposal reasonable. The City is currently reviewing its plan through which other retired City employees can maintain group coverage at their own expense. The Chairman believes that retired police officers should be eligible for the group

insurance plan for retirees that results from this review. The agreement reached between the City and the fire fighters union provides a model for language to be placed in the agreement to achieve the desired result.

AWARD

- 1. Salaries: 3.5% increase in base monthly salaries retroactive to September 1, 1983.**
- 2. Major medical deductible: increase from \$50 to \$100 effective March 1, 1984.**
- 3. City, and Union representatives will meet within 60 days after the date of this Award to explore the possibility of group medical insurance coverage through the City for spouses and eligible dependents of members of the bargaining unit who have retired. Said group coverage would be the same in terms of medical benefits, eligibility rules , and carriers as now made available to City employees who are members of the City of Seattle Retirement System and would be implemented as soon as possible.**
- 4. All other demands are summarily denied.**

**Philip Kienast
Panel Chairman
February 24, 1984
Seattle, Washington**