IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

CITY OF BELLINGHAM

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 106

PERC Case No.: 8420-I-90-191
Date Issued: June 17, 1991

INTEREST ARBITRATION OPINION AND AWARD OF MICHAEL H. BECK FOR THE ARBITRATION PANEL

Michael H. Beck	Neutral Chairman
Otto G. Klein, III	Employer Member
Merlin Halverson	Union Member

Appearances:

Employer:
CITY OF BELLINGHAM — Bruce L. Disend

Union:
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 106 — James H. Webster

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INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes involving uniformed personnel when collective bargaining negotiations have resulted in impasse. Accordingly, a tripartite Arbitration Panel was formed with respect to the instant matter. The Employer, City of Bellingham, appointed Otto G. Klein, III, as its member of the Panel and the Union, International Association of Fire Fighters, Local No. 106, appointed Merlin Halverson as its member of the Panel. The undersigned was selected to serve as Neutral Chairman of the Panel.

A hearing in this matter was held June 11 through 14, 1990 at Bellingham, Washington. The Employer was represented by Bruce L. Disend, Bellingham City Attorney, and the Union was represented by James H. Webster of the law firm of Webster, Mrak and Blumberg.

At the hearing, the testimony of witnesses was taken under oath and the parties presented a substantial amount of documentary evidence. A court reporter was present at the hearing and a verbatim transcript of the proceedings was made available to the Chairman for his use in reaching his determination in this case.

After the hearing, the parties held discussions in an attempt to reach settlement of some or all of the matters at issue. At the parties' request, the Chairman met with the parties in September in an attempt to help the parties to settle some or all of the issues. Thereafter, the parties continued discussions in an attempt to reach settlement. Unfortunately, the parties were unable to reach settlement with respect to any of the issues before the Arbitration Panel, and, therefore, final posthearing briefs were submitted which were received by the Arbitrator on January

14, 1990. The parties agreed to waive the statutory requirement that the Chairman issue his decision within thirty days following the conclusion of the hearing.

The Chairman reviewed the complete record in this case (a stack of documents over fourteen inches in height consisting of several thousand pages) and prepared a Draft Decision which was mailed to each of the other Panel Members on May 13, 1991. Thereafter, on June 13, 1991, the three Panel Members met and had a full discussion of the issues which was very helpful to your Chairman. Based on the record and my consultation with the Panel, the following constitutes my findings of fact and determination of the issues.

ISSUES IN DISPUTE

The following issues were presented to the Panel for arbitration:

1. Wages;
2. Longevity;
3. Driver/Engineer Premium;
4. Ambulance Driver Premium;
5. Paramedic Premium/Longevity;
6. Education Incentive;
7. Parental Leave;
8. Rescheduling of Holidays;
9. Personnel Reduction; and
10. Paramedic Reassignment.

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(7)(b), 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. . . .

The legislative purpose which your Chairman is directed to be mindful of in applying the statutory criteria 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 services 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. . . .

COMPARABLE EMPLOYERS

Pursuant to RCW 41.56.460(c)(ii), it is common in these proceedings for the arbitration panel to select an appropriate number of comparable employers, hereinafter also referred to as comparators. Here, the Employer and Union have employed different methods in selecting comparators resulting in different lists of comparable employers. Unfortunately, the parties bargaining history does not provide the Arbitration Panel with assistance regarding appropriate method for selecting comparators. Both parties agree, however, that during their negotiations for the Agreement submitted to arbitration here, they did discuss

comparable employers and determined that the range of comparability should be no greater than 100% above Bellingham nor lower than 50% below Bellingham. However, it does not appear from the evidence or the briefs of the parties that the parties ever reached agreement on the particular criteria to be employed in connection with the range limitations they had agreed upon.

The Union proposes two separate sets or groups of comparators. The Group 1 comparators were obtained by using the population of the City of Bellingham for fire suppression services, which population the parties agree at the time of hearing was 47,290. A second criterion applied by the Union relates to fire department size based on the number of full time paid employees working in the fire department, which was 108. Thus, the Union, as I understand it, looked at all of the fire departments in the State of Washington and selected out those that came within 100% above and 50% below the population of Bellingham and also came within 100% above and 50% below the number of full-time paid employees working in the fire department. This left a list of twelve comparators, seven of which are located in King, Snohomish and Pierce counties.

The Union also proposes what it refers to as a Group 2 set of comparators using again population and number of employees in the fire department, but using a different population figure for Bellingham than was used in connection with Group 1 employees. In this regard, the City of Bellingham provides paramedic service not only within the City of Bellingham, as it does in connection with fire suppression service, but also provides paramedic services throughout Whatcom County. Thus, what the Union did in connection with selecting its Group 2 comparators was to take the population of Whatcom County, listed as 122,200, subtract the population of Bellingham, 47,290, leaving a population of 74,910. Because emergency medical service (EMS) responses amounted to 75% of the department's response activity, the Union took 75% of the 74,910 population located outside the City of Bellingham which came to 56,182 as the effective service population in the County. The Union then added back the resident population in Bellingham to come up with a population for comparison purposes of 103,472.

When the same 100% plus and 50% minus range is applied to population served in the other comparators based on a population of 103,472 and to the number of employees in the fire department, a list of seven comparators remain. These seven, Bellevue, Spokane Fire District No. 1, King County Fire District No. 39 (Federal Way), Clark County Fire District No. 5, Kent, Pierce County Fire District No. 2 (Lakewood), and Everett also appear as Group 1 comparators. Of the seven comparators in Group 2, five are located in King, Snohomish or Pierce counties. The five comparators which are included as a part of Group 1 and not included as part of Group 2 are Yakima, Vancouver, Renton, Auburn and Olympia.

The Union takes the view that either Group 1 or Group 2 would satisfactorily serve as comparators. However, the Employer strongly objects to the use of either group on several grounds. I find myself in agreement with the Employer that the comparators proposed by the Union, whether Group 1 or Group 2, are not appropriate comparators pursuant to the statutory criteria. Thus, RCW 41.56.460(c)(ii) provides for a comparison based on "similar size." Similar size has most frequently been interpreted by arbitrators to

mean population served and not the number of employees employed in the fire department. In fact, prior to 1987, RCW 41.56.460(c) referred to "like employers" instead of "public fire departments." It is clear that this change was made by the Legislature merely for the purpose of making clear that all employers operating a public fire department whether it be a department maintained by a city, a county or a fire protection district would be considered a comparable employer as long as such employer was of similar size and on the west coast of the United States. There was no decision or attempt by the Legislature to change the requirement that comparators be based on similar size of like employers. In this regard, I note that the last sentence of RCW 41.56.460(c)(ii), added in 1987, refers to comparable employers and not to public fire departments.

The Union recognizes that the purpose for changing the law in 1987 was, as I have described in the paragraph immediately above, however, the Union takes the position that number of employees in the fire department was an appropriate parameter of employer size prior to 1987. However, the Union has not supplied evidence of the extent to which such a parameter of employer size was found to be

appropriate by arbitrators. However, the Employer's position as set forth in 18 ARB 3-4 and the testimony of Cabot Dow that number of personnel in the fire department is an infrequently used criterion by arbitrators in connection with "similar size" comparisons is in accord with my research and experience as an Arbitrator.

Furthermore, as a result of the Union using number of employees in the department as a criterion, a large number of employers much closer in size by population to Bellingham than the ones selected by the Union are eliminated from consideration as a comparator. Thus, if one reviews the Group 1 comparators, Bellingham is ninth out of thirteen in population and the average population using the Union's population figures is approximately 31% higher than the population in Bellingham. The foregoing analysis is based on population served for fire suppression. If population served is based on fire suppression plus the 75% formula employed by the Employer regarding EMS calls throughout Whatcom County, then Bellingham has a higher population than all of the seven Group 2 comparators.

The Employer objects to the use of any comparators located in the counties of King, Snohomish or Pierce on the theory that those counties constitute a separate and distinct labor market with a higher wage structure than is found in Bellingham. The question of labor markets and its applicability to comparators is complex. It is true, however, that arbitrators have looked to considerations of labor market either in helping to shape the appropriate comparators or as an additional factor, "normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment," pursuant to Subsection (f) of RCW 41.56.460.

The Union recognizes considerations of labor market, but points out that Bellingham, located as it is in Whatcom County, is not part of a labor market where other firefighters are employed. Thus, necessarily the Union points out, Bellingham must be compared with comparators located in other labor markets in other parts of the State. The Union placed in evidence through the testimony of its expert witness James J. Kilgallon certain evidence regarding the comparability of wages paid in Bellingham and Whatcom County with those paid in King, Snohomish and Pierce counties. The

Employer countered with the testimony of its expert witness David R. Knowles who put in substantial evidence indicating that the wage structure in King, Snohomish and Pierce counties is higher than that paid in Bellingham and Whatcom County.

It is my conclusion after reviewing all of the testimony and documentary evidence discussed above, that it would be improper to select a set of comparators for Bellingham, a majority of which are located in King, Snohomish and Pierce counties. Furthermore, I note that there are a substantial number of comparable employers much closer in population size to Bellingham than six of the seven comparators selected by the Union which are located in King, Snohomish or Pierce counties.

I now turn to a consideration of the Employer proposed comparators. The Employer selects five comparators as appropriate, namely, Clark County Fire District No. 5, Olympia, Spokane Fire District No. 1, Vancouver and Yakima. The Employer selected these five comparators because during bargaining these five comparators were both on the Union's proposed list of comparators and the Employer's proposed list of comparators. The Union is correct in pointing out

that these five comparators were not agreed upon by the Union and the Employer but rather just happened to be on the list of comparators compiled by each of the parties. The Union further points out that the five comparators on its list which were also on the Employer's list are the five lowest paying employers of the twelve comparators selected by the Union in connection with its Group 1 list, and, therefore, there clearly was no intent by the Union to reach agreement on these five as the appropriate comparators.

While it is possible that five comparators may be sufficient in a situation where it is difficult to come up with appropriate comparators, there is no reason to limit the comparators in this case to only five. Furthermore, the average population of the five comparators for fire suppression purposes, using the Employer's population figures, is 25.2% above that of Bellingham.

The Employer appears to recognize that it is unlikely that the Arbitrator would select only five comparators as most of its testimonial and documentary evidence regarding comparators relates to the manner in which it chose additional comparators. First, the Employer took all comparators by population size with respect to population served

for fire suppression services which met the 100% plus, 50% minus range and came up with forty-one comparators not counting the five comparators which appeared on both the Employer and Union lists for a total of forty-six comparators. Clearly forty-six comparators is too many.

Cabot Dow testified that in his experience as a consultant representing public employers in Washington State in labor relations matters, assessed valuation was the second most frequently used criterion in determining comparators. The testimony of Cabot Dow accords with my experience as an interest arbitrator. Furthermore, the use of assessed valuation as a secondary factor in determining comparability simply makes sense in the context of firefighter interest arbitrations. The twin duties of a firefighter are to protect persons and property. Thus, employers of similar size with respect to population and assessed value may clearly be said to be meeting the statutory criteria of similar size as it relates to firefighters.

When the test of 100% plus and 50% minus with respect to assessed valuation is applied to the forty-six employers that are within this range with respect to fire suppression population, thirty-three comparators remain including the

five comparators which the Employer considers to be the appropriate comparators. The Employer takes the position that thirty-three comparators are too many and, thus, the Employer determined to remove those comparators located in the King, Snohomish, Pierce county labor market which left eight comparators plus the Employer's initial five for a total of thirteen comparators. The Employer determined that thirteen comparators was still too many and, therefore, the Employer determined to eliminate those employers with fire departments that did not supply paramedic services. When this was accomplished, one comparator was eliminated.

At 12 ARB 12, the twelve remaining comparators were described by the Employer as the addition of seven comparators to the five the parties "agreed to use" for a total of twelve comparators which are: Richland, Bremerton, Kennewick, Clark County Fire District No. 6, Kitsap County Fire District No. 7, Spokane County Fire District No. 9, Thurston Fire County Fire District No. 3, as well as the original five which are Olympia, Yakima, Vancouver, Clark County Fire District No. 5 and Spokane County Fire District No. 1.

I have previously concluded that the evidence does not establish an agreement between the Employer and Union to use the five comparators as claimed by the Employer. The Union strongly objects to the Employer's method of limiting additional comparators by removing from consideration comparators otherwise appropriate except for the fact that they are located in King, Snohomish or Pierce counties. While it may be proper in appropriate circumstances to limit consideration of comparators to those within the same labor market as the employer at issue, Bellingham is not located in a geographic area that contains other potential comparators in what might be described as a labor market. Nor was the evidence presented sufficient to lump Bellingham in a sort of "Washington State labor market," which takes in the entire State but excludes King, Snohomish and Pierce counties. The fact that economists can track common factors which impact a work force in a particular geographic area, such as, King, Snohomish and Pierce counties, does not mean that the remainder of the State should be considered as a separate labor market with common economic stimuli impacting in a similar fashion workers throughout the state.

While it is true that Dr. Knowles' testimony indicates that the wage structure in King and Snohomish counties, and to a lesser extent in Pierce County, is higher than the wage structure in the rest of the State, there was also evidence presented by Union expert witness, Mr. Kilgallon, that both the federal government and the State of Washington for various purposes in connection with wages consider Bellingham and Whatcom County to be comparable to King, Snohomish and Pierce counties. However, even leaving this evidence aside, the evidence presented by Dr. Knowles and the Employer demonstrate that there are differences between Bellingham and Whatcom County on the one hand and other areas of the State, excluding King, Snohomish and Pierce counties on the other. Thus, for example, the Washington City and County Employee Salary and Benefit Survey for 1989 prepared by the Washington Local Government Personnel Institute lists the monthly salary for Fire Chief in Bellingham of $4,551 per month which is approximately 5% higher than the average of seven employers listed under the heading, "Other Labor Markets." These employers are Bremerton, Kennewick, Longview, Olympia, Richland, Vancouver and Yakima.

Additionally, a review of the Employer exhibit containing a map of the State of Washington and entitled, "Firefighter Top Step Salary As of December 31, 1989" shows, for example, that while the top step firefighter receives $2,651 per month in Bellingham, the two Spokane employers listed, namely, Spokane Fire Districts Nos. 1 and 9, pay an average of $2,466 per month to its top step firefighters, leaving Bellingham 7.5% above the average paid in those two Eastern Washington fire districts. Furthermore, the same exhibit lists two fire districts in the Tri-Cities area, namely, Richland and Kennewick, who have an average top step salary of $2,581 per month leaving Bellingham with a top step firefighter wage 2.7% above that paid those Tri-Cities comparators in 1989.

Based on all of the foregoing, I find in agreement with the Union that elimination of all comparators in King, Snohomish and Pierce counties is not appropriate. Since your Chairman cannot accept either the Union's method or the Employer's method for producing appropriate comparators, your Chairman has determined to arrive at appropriate comparators by the following method.

It is clear that population served is generally considered to be the most appropriate factor to employ in selecting comparators pursuant to the statutory criteria laid out in RCW 41.56.460(c)(ii). I determined to use population served based on fire suppression since less than one of four of bargaining unit members are involved in providing paramedic service outside the City of Bellingham, and these same fire fighters/paramedics provide paramedic service within the City of Bellingham. Furthermore, neither party has provided figures for population served including paramedic service for potential comparators, except for the Union, which provided population served figures which include paramedic service in connection with its Group 2 comparators. As indicated previously, I rejected these comparators because of those within the range of 100% plus and 50% minus, Bellingham has the highest population served.

Recognizing the parties' joint view implemented during bargaining that the range of 100% plus and 50% minus was appropriate for use in determining comparables, I used this range in connection with population served for fire suppression services to begin the task of selecting appropriate comparators. When the 100% plus and 50% minus range is

applied to all of the comparators for which the parties provided wage and benefit data, nineteen comparators remain. Nineteen comparators appear to your Arbitrator to be an unduly burdensome number with respect to data collection and analysis regarding wages and other terms and conditions of employment.

Furthermore, nineteen comparators, of course, represents all of the comparators selected by either the Employer or the Union. If I were to determine to use all of the comparators offered by either party in absence of any agreement between the parties, I would, in effect, be encouraging the parties to provide comparators which favorably support their view regarding the nature of wages and benefits to be ordered pursuant to the arbitration. In view of the foregoing, I determined then to employ the second most used criterion in reducing the number of comparators, namely, assessed valuation. When this criterion is applied, fifteen potential comparators remain and four, all of which have an assessed value in excess of 100% of Bellingham, are eliminated, namely, Bellevue, Kent, King No. 39 (Federal Way) and Everett.

Fifteen comparators is still too large a number of comparators for efficient data collection and analysis. In order to reduce the number of comparators, I returned to the primary method of selecting comparators, namely, population size and found that five of the comparators had a greater population than Bellingham, while ten had a lower population than Bellingham. I then determined that if I selected the five comparators above Bellingham in population and the five comparators below Bellingham in population, I would have a list of ten comparators which seems to me an appropriate number and Bellingham would constitute the median of the ten comparators plus Bellingham. The five above Bellingham (using the Employer population figures) are: Spokane No. 1 (90,000), Pierce No. 2 (65,000), Clark No. 5 (80,000), Yakima (50,610) and Kitsap No. 7 (50,000). While the five immediately below Bellingham are: Clark No. 6 (45,000), Thurston No. 3 (45,000), Vancouver (44,450), Renton (38,480) and Bremerton (37,080).

When one takes an average of the population of each of these ten comparators one finds that the average population is 54,562 which is 15.4% above the population in Bellingham. Such a large difference in the average population between

potential comparators and Bellingham seems inappropriate. This is particularly the case here where by removing the comparator with the highest population, namely, Spokane No. 1, which has a population 90.3% above that of Bellingham, and substituting Kennewick (36,880), the comparator with the next highest population below that of the tenth comparator, Bremerton, the average population of the ten comparators is now only 4.1% above that of Bellingham. Bellingham, now although no longer the median comparator, is still pretty close to the middle as it jumps from sixth out of eleven to fifth out of eleven. Furthermore, a look at the secondary criterion of assessed value reveals that Bellingham is within an appropriate range of the ten selected comparators with respect to this secondary criterion. Thus, Bellingham is fourth of eleven comparators at 1,496,000,000 assessed value which is only 7.1% above the average assessed value of the ten comparators, which is 1,397,000,000.

It is also significant that the ten selected comparators are not unevenly weighted either toward the generally higher paid areas, such as, King, Snohomish and Pierce counties nor to the generally lower paid areas in Eastern Washington. Thus, of the ten comparators, two are located

in the King, Snohomish, Pierce County area (Renton and Pierce No. 2), two are located in Eastern Washington (Yakima and Kennewick), and the remaining six (Kitsap No. 7, Clark No. 6, Thurston No. 3, Vancouver, Bremerton and Clark No. 5) are located in Western Washington but outside King, Snohomish or Pierce counties as is Bellingham.

WAGES

The parties agree on a three year term for the Agreement subject to this arbitration, which term shall run from January 1, 1990 through December 31, 1992. The Union proposes across the board wage increases of 5% plus the previous year increase in the CPI All Cities West All Urban Consumers Index effective at the beginning of each year of the three year Agreement. The Employer proposes that all bargaining unit employees be increased 6% effective January 1, 1990, 3% effective January 1, 1991, and an additional 3% effective January 1, 1992. The Employer, assuming an increase in the applicable CPI Index of approximately 4 to 4.5%, contends that the Union's request will result in a 9 to 9.5% increase in each year of the Agreement contrasted with the Employer's proposed increase of 6% in 1990 followed by an additional 3% in 1991 and again in 1992.

From the foregoing, it is clear that the parties are widely apart on what constitutes an appropriate wage increase. To a great extent this occurs due to the parties' differences in selecting appropriate comparators. I have already explained in great detail the basis for my rejection of each of the parties' selected comparators and provided the basis upon which I selected comparators. The next question that must be answered is what is the appropriate basis upon which to compare Bellingham to the comparators with respect to the issue of wages. The parties have supplied an almost overwhelming amount of data. After carefully reviewing all of this material, it seems to me that the most appropriate basis upon which to compare Bellingham to the comparators for purposes of determining the appropriate wage increase is to take the base salary of top step firefighter, and then divide that salary by the scheduled work hours less the basic vacation time earned and the holiday time off, which leaves a figure representing actual hours worked. The top step firefighter in Bellingham is a five year firefighter and the parties have provided the Arbitrator with

information sufficient to compute actual hours worked pursuant to the above-described formula for a five year firefighter.

It does not seem appropriate to me to mix benefits and wages when reviewing comparators for purposes of a wage increase. For example, how much a particular employer pays in premium for insurance coverage has really only marginal relevance, if any, to a determination of an appropriate wage increase. Furthermore, it does not seem appropriate in attempting to ascertain a wage increase to include various premiums such as EMT pay or longevity when reviewing the comparators. These are separate and additional benefits and, in fact, both longevity and paramedic longevity were separately certified as issues to be determined by the arbitration panel. I do not mean to imply that when a particular benefit is reviewed, an arbitrator is prohibited from reviewing other premiums and benefits provided in each of the comparators. All I am saying here is that when considering the comparators in connection with a wage increase an "apples to apples" comparison is most helpful.

It could reasonably be argued that only base salary should be compared since that is what is at issue here.

However, such a comparison would ignore the fact that a very significant aspect of monthly earnings is the number of hours one has to work to earn that monthly salary. Base salary stays the same for all journeyman firefighters as does holiday time off. Vacation benefits do vary based on longevity, and, therefore, in computing actual hours worked, I have selected the five year firefighter who earns, generally speaking, the basic vacation benefit. Set forth below is a chart listing the comparators selected for this proceeding along with their hourly rate from highest to lowest:

Chart No. 1 - Hourly Rate

Renton	$16.47
Clark No. 5	$14.57
Thurston No. 3	$14.47
Vancouver	$14.44
Pierce No. 2	$14.36
Yakima	$13.59
Bellingham	**$13.24**
Bremerton	$12.96
Kennewick	$12.82
Kitsap No. 7	$12.49
Clark No. 6	$12.08

Average Hourly Rate: $13.83
Percent above Bellingham: 4.5%

In compiling the figures set forth in the chart above, I reviewed the updated Employer data appearing at Tab 15 and Tab 16 of the Union's brief which material listed the relevant information for both the Employer and Union proposed comparators. I then made the same computations using the updated Union data appearing at Tab 1 of the Union brief with respect to the five comparators for which the Union had provided information. The difference with respect to four of the five comparators for which the Union had figures was only one or two cents. This difference was apparently based on the manner in which each party determined to round fractions in determining hours worked.

The only difference of any significance related to Clark No. 5 where the Union showed the top firefighter pay as $2,986 and the Employer at both Tab 15 and Tab 16 showed the base salary for five year firefighters as $3,031. When one adds to $2,986 the EMT pay of $44.79 and rounds that off to $45, the resulting figure is $3,031. Since I had determined to use base salary without any premiums in making a wage comparison, I used the $2,986 figure for Clark No. 5. Other than the change regarding Clark No. 5, described above, all computations were based on the information

provided by the Employer at Tab 15 and Tab 16 of the Union brief in order that a consistent methodology with respect to rounding would be followed.

It should also be pointed out that in compiling the actual hours worked figure for use in my hourly rate computation, I did not use the weighted averaged suggested by the Employer. In this regard, I note that Bellingham is unique among both the Employer and Union suggested comparators regarding providing for a different number of hours worked for firefighters on the one hand and paramedics on the other. Furthermore, in 1989, the year used for comparing hourly rates for this arbitration, Bellingham, with a bargaining unit of approximately 94 employees, employed only twenty-one on the shorter work schedule. Additionally, I note the testimony of Fire Chief Jay Gunsauls who testified that the firefighters performing paramedic work were provided with a shorter work week because, in the Employer's view, it was necessary to reduce their work week in order to "extend their ability to continue to perform." (Tr., p. 650.) The same reasoning caused the Employer, beginning in 1990, to similarly reduce the hours of each of the eight firefighters who were assigned as permanent ambulance

drivers and, who in that position, were assigned to accompany a paramedic on the same ambulance and thus were exposed to the same workload.

Finally, I note the testimony of Chief Gunsauls regarding a change that was agreed upon during the current negotiations which will provide a $280 premium to paramedics in each of the five contractual pay steps for the purpose of enhancing recruitment into the paramedic program. Thus, as I understand it, the parties have agreed that all paramedics will receive a $280 a month premium over what is earned by firefighters in the same step on the pay scale and will only have to work a 47 hour week rather than a 51.5 hour week worked by firefighters. Thus, although the reduced work schedule provided paramedics constitutes a significant benefit, the final base wage to be paid paramedics has been left by the parties to a determination of the appropriate base wage for firefighters. I also note that the Union is seeking an increased premium for those firefighters assigned as ambulance drivers on a permanent basis. In view of all of the foregoing, it is appropriate to use the hours worked

by firefighters with respect to a comparison of the hourly rate paid in Bellingham vis-a-vis the hourly rate paid in the comparators.

A review of the appropriate comparators reveals that although Bellingham is fifth of eleven including Bellingham in population and fourth of eleven with respect to assessed value, it is seventh of eleven in base hourly wage. Furthermore, the average hourly rate paid by the comparators of $13.83 is 4.5% above the $13.24 paid in Bellingham. Furthermore, the median paid among the comparators is $13.98 which is 5.6% above the $13.24 paid in Bellingham.

As both parties recognize, one of the statutory criterion to be examined by the Arbitration Panel is set forth in RCW 41.56.460(d) regarding the average consumer prices for goods and services commonly known as the cost of living. The Union takes the view that the appropriate index is the Consumer Price Index for Pacific Cities All Urban Consumers, Class Size A, which covers cities 1,250,000 and over. The Union presents at Tab 18 of its brief a table showing that between July 1990 and July 1989 and between June 1990 and June 1989, that Index increased 5%. The Employer's position, as I understand it, is that if the

Pacific Cities Index is to be considered, then the appropriate class size is West Size Class C which covers cities between 50,000 to 330,000. The table supplied by the Union at Tab 18 also shows a 5% increase between July 1990 and July 1989 in this class size but only 4.3% increase between June 1989 and June 1990.

Neither party has supplied sufficient information regarding the Pacific Cities Index for your Arbitrator to make relevant historical comparisons which are appropriate in connection with the various arguments of the parties regarding the significance to be accorded various changes in the CPI. Therefore, your Arbitrator has relied on the index often used in interest arbitrations in the State of Washington, namely, the Seattle area CPI-U. These figures are readily attainable in the BNA service subscribed to by your Arbitrator.

The Employer makes two major arguments regarding the effect of the CPI. First, that wages paid to Employer firefighters have historically exceeded the rate of inflation as measured by the CPI. The first question that must be asked in connection with this contention by the Employer is, what date should be used as the beginning date when making an

historical comparison. I note that the only interest arbitration between the parties covered the years 1977 and 1978. That arbitration award mandated certain salary increases for the years 1977 and 1978. Thus, it has been since 1979 that the parties have established wage rates based on collective bargaining free of any mandated settlement. The yearly average for the Seattle area CPI-U for 1979 was 216.3. When that figure is converted to the 1982-84 base, the resulting index figure 71.0. Comparing that figure to the 1989 year average for the Seattle area CPI-U, which was 118.1, the difference is 66.3%. However, the top step base salary in Bellingham in 1989 of $2,651 is 81.9% above the 1979 top step in base in Bellingham of $1,457. Thus, during a relevant historical period in Bellingham, firefighters have received raises in excess of the cost of living as measured by the CPI.

Secondly, the wage increases provided firefighters during the 1987-89 contract period just about kept pace with the CPI. Thus, the base salary in 1986 for a top step firefighter was $2,405 and by 1989 it had risen to $2,651 for a 10.2% increase. The increase in the Seattle area CPI-U between 1986 and 1989, using the year average figures again

and adjusting for the 1982-84 base which was imposed in 1987, is 10.7%. (325.2 times 0.3280421 equals 106.7 compared to year average 1989 of 118.1.)

The Employer also contends and your Chairman agrees that is appropriate to consider internal equity with other bargaining unit workers, particularly police. The base salary for a police officer in 1989 was $2,788 which is 83.2% above the base salary for a police officer in 1979 which was $1,522. Since, as indicated earlier, firefighter base salary has increased 81.9% during that period, the historical trend indicates similar increases for police officers and firefighters. This trend is confirmed by the increases police received during the period 1987 through 1989. Thus, in 1986, police officers received a base monthly wage of $2,540 and their base of $2,788 in 1989 is an increase of 9.8% which is very close to the 10.2% increase in base earned by firefighters during the same period.

The Employer placed in evidence an Exhibit entitled, "City of Bellingham 1990 Fire Arbitration, increas2 (sic) June 8, 1990" which lists the top step firefighter base wage in 1989 and 1990 for various comparators. Of the ten

comparators selected by your Chairman, there is a 1990 figure for all but Clark No. 6, Thurston No. 3 and Yakima. I checked the base salaries for 1989 against the information supplied in Tab 15 and Tab 16 of the Union's brief and found that two of the three are different. Renton is listed as $2,977 but the updated base salary in 1989 as listed at Tab 15 is $2,963, and Clark No. 5 is listed as $2,898 but the actual base salary figure as described earlier in this Opinion for Clark County No. 5 is $2,986. These are small differences, however, there is a large difference with respect to Kitsap No. 7 which is listed as $2,702, but is listed in Tab 16 as having a base salary of $2,573. Thus, in computing the average raise between 1989 and 1990, I did not count Kitsap No. 7. The average increase for the six remaining comparators using the updated and corrected figures for Renton and Clark No. 5 is 4.3% with the range of raises running from 4% in Kennewick to 6.6% in Vancouver.

The evidence indicates that the Bellingham firefighters have the respect and goodwill of the community they serve in handling an increasing volume of work. These firefighters

are entitled to receive pay which is on a par with the comparators. In this regard, it is not contended that such a raise is beyond the Employer's ability to pay.

If one takes the 1990 top step base salary figure for each of the six comparators that I used in compiling the average increase of 4.3%, namely, Pierce No. 2, Renton, Bremerton, Clark No. 5, Kennewick and Vancouver, and then applies a 4.3% increase to the 1989 top step base salary figure for the remaining four comparators, Clark No. 6., Kitsap No. 7, Thurston No. 3 and Yakima, one finds that the average top step base salary for the ten comparators is $2,868. A chart listing the top step base salary for the ten comparators for 1990 computed in the manner described above appears below:

Chart No. 2 -
Top Step Base Salary of Comparators for 1990

Pierce No. 2		$3,111
Renton		$3,108
Clark No. 5		$3,019
Vancouver		$2,930
Yakima	($2,791 x 4.3%)	$2,911
Bremerton		$2,814
Kennewick		$2,747
Kitsap No. 7	($2,573 x 4.3%)	$2,684
Thurston No. 3	($2,572 x 4.3%)	$2,683
Clark No. 6	($2,561 x 4.3%)	$2,671

Average salary of comparators for 1990: $2,868

When one takes into account that Bellingham was approximately 4.5% behind the comparators in 1989 and that the comparators had an average increase of approximately 4.3% between 1989 and 1990, then a raise in the neighborhood of 8 to 9% would bring Bellingham in line with the average of the comparators. Since a raise of 8 to 9% is a considerable raise and larger than any provided to the six comparators for which we have information with respect to 1990, it appears to me appropriate to provide a raise at the low end of the range, namely, eight percent (8%). A raise of 8% would provide a top step Bellingham firefighter with a monthly salary of $2,863 which is only five (5) dollars below the average salary for 1990 of $2,868. Furthermore, it would place Bellingham sixth of the eleven comparators including Bellingham and just about at the mid point between fifth place Yakima (assuming a 4.3% raise in 1990) and seventh place Bremerton. I also note that by the end of 1990, the base salary for a top step police officer will be $2,955 which is 3.2% above the $2,863 monthly salary I propose for by the top step firefighter during 1990.

With respect to 1991, it does seem appropriate to provide the firefighters with an increase in line with the cost of living in order to maintain their salary vis-a-vis the comparators. However, the Employer strongly objects to the placement of a cost of living clause in the Agreement pointing out that at least since one was ordered by the Arbitration Panel in 1978, no such clause has appeared in the parties' agreements. The reason that cost of living clauses are ordered by arbitration panels is that often there is precious little other evidence to use in determining the wages to be paid in the second and third year of a collective bargaining agreement. In the instant case, there appears to be sufficient evidence regarding the cost of living during the 1989-90 period which would ordinarily be looked at in determining an appropriate wage increase for the following year, namely, 1991.

From the evidence regarding the applicable consumer price indexes, it appears that a raise in 1991 in the 4 to 5% neighborhood would be sufficient to maintain the status of Bellingham firefighters vis-a-vis the comparators. In light of the fact that raises provided firefighters in Bellingham have historically been greater than the increase

in the cost of living, it seems appropriate to provide a raise in 1991 at the low end of the relevant cost of living figures. Therefore, the raise for 1991 shall be four percent (4%). A 4% increase on the base wage of $2,863 for 1990 equals $2,978. According to an Employer supplied exhibit, "Pay Grade 29 Comparison," the top step police officer will receive a monthly base of $3,103 in 1991 and, thus, the police officers will be 4.2% ahead of the fire-fighters in 1991. This is a very similar percentage difference to that in effect in 1979 which was the year I selected as the appropriate year to begin the historical comparison. In 1979, the police officers were 4.5% ahead of the fire-fighters.

With respect to the third year of the Agreement, 1992, one might ordinarily order a cost of living increase based on the semi-annual average year to year percentage change between 1990 and 1991 in the Seattle area. However, I am sympathetic to the Employer's desire not to have a CPI clause in the Agreement in view of the bargaining history between the parties excluding such a clause. Furthermore, the BNA service does have year to year comparisons for the All Cities Index as current as between April of 1991 and

April of 1990. The CPI-U had increased 4.9% during that period while the CPI-W has increased 4.7%. The percentage increase for both indexes has been on a downward trend over the past six months. In these circumstances and recognizing that on a compound basis, firefighters during the first two years of the Agreement received a 12.3% increase, it appears appropriate to me to order an additional four percent (4%) in the third year bringing firefighter top step base salary to $3,097.

As I understand the proposals of both parties, the percentage increases determined appropriate by the Panel would be applied to each step on the salary schedule with respect to firefighters. Drivers/Engineers are subject to a separate premium which would then be added to the wage rate at each step to determine the wage for the Driver/Engineer. With respect to the Firefighter/Paramedic, it is my understanding that the parties have agreed upon a $280 premium which would be added to the firefighter wage at each step of the salary schedule. Finally, with respect to Captains, Inspectors and Paramedic Supervisors, it is my understanding

that both parties agree that the same percentage increase that is applied to firefighters is to be applied to these employees at each step of the salary schedule.

LONGEVITY

The Union proposal, as I understand it, is twofold. First, the Union proposes to eliminate the grandfather longevity provisions contained at Section 2 of Article 33 of the 1987-89 agreement so that all firefighters with twenty years of service would receive the same longevity premium of $175 per month. Secondly, the Union proposes that two additional longevity steps be added to the Agreement so that a firefighter will receive $275 per month longevity premium at twenty-five years and $400 per month longevity premium at thirty years.

After a discussion of this matter by the Panel in which your Chairman indicated his inclination to reject the Union's additional longevity steps proposal, the Panel agreed that the Chairman's determination should be current contract language with respect to both Union proposals.

DRIVER/ENGINEER PREMIUM

Presently firefighters performing the work of and classified as Driver/Engineers receive a $50 premium above the applicable firefighter pay. The Union wishes to increase this premium so that it will rise to $60 in 1990, $80 in 1991 and $100 per month in 1992. Additionally, firefighters assigned on per shift basis to work out of classification as a Driver/Engineer presently receive a premium of $2 per shift. The Union proposes to raise this premium to $3 per shift in 1990, $4 per shift in 1991 and $5 per shift in 1992.

The Union points to certain increased responsibilities of firefighter performing the work of a Driver/Engineer as well as the fact that the $50 premium has been eroded by increases in the cost of living since it was last adjusted in 1979.

The Employer opposes any increase in Driver/Engineer premium pointing out that the Driver/Engineer is not a civil service position but is a position which is awarded to firefighters on the basis of seniority rather than on the basis of a competitive examination or distinct set of qualifications. Furthermore, none of ten comparators provides a Driver/Engineer premium.

In view of the foregoing, I find that there is a insufficient basis upon which to recommend the Union's proposal and, therefore, it is rejected.

AMBULANCE DRIVER PREMIUM

Presently employees other than paramedics assigned to ambulance duty receive a premium of $2 per twelve hour shift. The Union proposes that those firefighters filling in as acting EMT drivers should receive $5 per twelve hour shift. Furthermore, the Union proposes that a firefighter who is regularly assigned as a firefighter EMT driver should receive a $100 per month premium pay. In support of its position, the Union points to the testimony Jerry Stougard who serves as a firefighter EMT driver. According to Stougard, an ambulance driver (EMT) in Bellingham is different from an ambulance driver in "other jurisdictions" in that in "most places medic units operate with two paramedics on board." (Transcript, p. 143.) As I understand the situation, since January 1, 1990, the Employer has determined to assign on a permanent basis particular firefighters to work alongside a paramedic on an ambulance because of an increase in workload and the difficulty the

Employer has had in recruiting paramedics. Prior to January 1, 1990, firefighters were assigned as ambulance drivers only on a temporary basis.

The Employer opposes any increase in the ambulance driver premium and also objects to the monthly premium for a firefighter regularly assigned as an ambulance driver since this proposal was not among those Union's proposals certified by the Public Employment Relations Commission for arbitration. In response, the Union points out that it did not learn that firefighters were being permanently assigned as ambulance driver until after mediation had concluded.

In opposing the Union proposal on its merits, the Employer points to the fact that firefighters who are regularly assigned as ambulance drivers will be provided with the same 47 hour work week as paramedics instead of the 51.5 hour work week assigned to firefighters and that firefighters who fill in for permanently assigned ambulance drivers will continue to receive compensatory time at one hour per twelve hour shift, which compensatory time is subject to a cash out at the end of the year. Furthermore, the Employer points to the fact that none of the ten comparators pays any premium for ambulance drivers.

I note that the extent to which ambulance drivers are required to accompany a paramedic in Bellingham vis-a-vis in other jurisdictions is not clear from the record. While your Chairman was very impressed with the testimony of Jerry Stougard regarding the importance of the work of the EMT, I do not feel that at the present time an additional premium structure or amount should be imposed. In this regard, I note in particular the fact that the assignment of fire-fighters on a permanent basis as ambulance drivers was only recently begun and a significant new benefit was provided, namely, a reduction in hours worked. However, if it turns out the Employer continues on a regular basis to operate its ambulances with one paramedic and one permanently assigned ambulance driver, then it would be appropriate for the parties to consider whether the nature of the work being performed warrants an addition premium.

Based on all the foregoing, the Union's proposal is rejected.

PARAMEDIC PREMIUM/LONGEVITY

The Union makes three proposals under this subject heading. First, that paramedics be allowed to retain their premium pay regardless of the position they are filling

after leaving that assignment as long as they maintain their certification. Secondly, that paramedics retain paramedic longevity pay after ten year certification regardless of the position they are filling or whether or not they retain their certification. Finally, the Union proposes various increases to the Article 31 Longevity Pay Schedule.

The Employer opposes any change in paramedic premium or longevity as none of the comparators provide a separate paramedic longevity schedule or provide that a paramedic may retain premium pay after reassignment. However, the Employer admits that paramedics are busier during their duty shifts than fire suppression personnel, but the Employer contends that paramedics are sufficiently compensated for this difference. The Employer does admit that it is had difficulty recruiting paramedics, but points out that it has recently hired eight new people and placed them in the paramedic program with the hope that at least four of the eight will complete training and become paramedics.

Chief Gunsauls testified that he believes some middle ground could be worked out with respect to the Union's longevity benefit increase proposal provided that the employee continues to perform paramedic work and is not

returned to firefighter status. While Chief Gunsauls made clear, as he had in connection with several other Union proposals, that any middle ground had to be taken in the context of an overall proposal, it is my view that although a substantial increase was provided fire suppression people by this Award, the Employer would be well served to provide paramedics with an increased longevity premium in order to encourage both recruitment of paramedics and paramedic longevity. As the Employer recognizes, paramedics have been performing a large volume of work with significant stress.

I have determined to provide an increase in the paramedic longevity schedule equal to one fifth of that proposed by the Union with respect to each longevity step included in the Union's proposal. The Union made no specific request for a separate increase to the longevity step "after 8 years." I have left this step at $60, which fits appropriately between the $41 figure for "after 5 years" and the $91 figure for "after 10 years." While I realize that the setting of this wage rate is somewhat arbitrary, I do believe that the Union has presented suffi

cient evidence to require some increase in the paramedic compensation. A chart setting forth the new paramedic longevity schedule is set forth below:

AFTER	FROM	TO
2 years	$16	$18
3 years	$26	$29
4 years	$32	$37
5 years	$32	$41
8 years	$60	$60
10 years	$82	$91
15 years	$82	$101

The Union's retention of premium and longevity proposals are rejected.

EDUCATION INCENTIVE

This issue relates to the Union's request for a premium of 1% of base pay for employees who are certified to perform cardiac defibrillation. The Union also proposes a premium of 2% of base pay for employees holding intravenous airway certification. At the time of the hearing, The Employer had not implemented either a cardiac defibrillation program or an intravenous airway certification program, and, therefore, it appears premature to consider these premiums at this time. The Union proposal is rejected.

PARENTAL LEAVE

The current Agreement does not contain a parental leave provision. The City's policy regarding parental leave permits six weeks disability leave in the postpartum period plus three calendar months leave using accrued vacation leave, compensatory time and then leave without pay for a total of four and one-half months leave. As I understand the Employer's policy, any additional leave is discretionary. The four and one-half months of leave is also available for paternity leave as well as maternity leave, but the sick leave usage is limited to one week.

The Union requests that female firefighters be allowed the use of sick leave, vacation leave and compensatory time followed by a ninety day unpaid leave of absence with the right to an immediate return to work. The Union also asks that the parental leave provision provide that a female firefighter be allowed up to two years of unpaid leave of absence with the right to return to duty when there is a vacancy.

Although the Union initially made its proposal in terms of female firefighters, it has expanded its proposal to include male firefighters because of the Employer's position which, as I understand it, is that the City is prohibited by

law from allowing parental leave for females only. Clearly, the impact on the department would be much greater if a parental leave provision of the type suggested by the Union were applied to male firefighters as well as female firefighters. I note that the evidence presented indicates that the parties engaged in very little collective bargaining regarding the subject of parental leave. A review of the comparators provided by the Employer reveals a myriad of parental leave provisions.

In my view, the concerns of the Union regarding the ability of female firefighters to choose to have children and resume their career as firefighters are significant. Furthermore, the concerns of the Employer regarding scheduling if the Union's provision were applied to male firefighters is also a legitimate concern. I also note the testimony of Personnel Director Kathryn Hanowell which revealed that there are ambiguities related to the application of the Employer parental leave policy.

In view of all of the foregoing and the fact that the Union has not contended that it has encountered any problems to date regarding the pregnancy leave provision, I have determined to order the following:

1. A rejection of the Union proposal; and

2. The establishment of a high level joint labor-management committee to review parental leave policy and devise recommendations for appropriate contract language for inclusion in the agreement which will commence January 1, 1993.

RESCHEDULING OF HOLIDAYS

Presently Article 24 of the Agreement provides that holiday time off will be rescheduled if an employee becomes sick or injured while off on holiday time and that holiday time off will also be rescheduled for sickness and injuries which occur before and extend into previously scheduled holiday time off. The Employer proposes to remove these provisions from the Agreement and have the Agreement provide instead that holiday time off shall not be rescheduled for sickness or injury. The Union objects to the Employer's proposed change.

In support of its provision, the Employer points to the fact that no other employees working for Bellingham have the opportunity to reschedule their holidays if they are sick or injured on a holiday including police officers. The Employer also contends that a review of the comparators will

support its position. However, my review of the Employer Exhibit entitled, "Department Policies: Rescheduling of Holidays for Illness" leads me to conclude that with respect to the ten comparators I have selected, four comparators do not have applicable holiday provisions, three have provisions somewhat similar to the current provision in Bellingham, and three do not provide for rescheduling of holidays.

Additionally, there was disputed testimony regarding the cost to the Employer of rescheduling holidays, particularly as to whether the Employer is required to pay overtime as a result of holiday rescheduling. In any event, it is clear that some cost either in time off or money, or both results from the holiday rescheduling provision.

In the view of your Chairman, it simply does not make sense to allow employees the opportunity to reschedule holidays off due to illness or injury, particularly in view of the fact that no other employees at the Employer have such a privilege.

Based on all of the foregoing, I see no basis upon which to continue the holiday rescheduling provision, and, therefore, the Employer's proposal shall be adopted.

PERSONNEL REDUCTION

Presently Article 19 provides that in the event the City decides to reduce fire department personnel, the employee with the least seniority shall be laid off first or reduced in rank first in accordance with civil service procedures. The Employer proposes to change Article 19 to provide an exception, "that the City shall be allowed to retain, out of seniority order, sufficient numbers of paramedics to meet the needs of its emergency medical services program."

The Employer also takes the position that prior to the Washington Supreme Court's ruling in Rose v. Erickson, 106 Wn.2d 420 (1986) it in effect could lay off out of seniority order to protect paramedics in accordance with Civil Service Rules pursuant to the language of Article 19.

The Employer admits that it has not found a situation where it was required to layoff paramedics pursuant to Article 19. Furthermore, the Employer admits that a review of the comparators does not support its position. Should a situation arise where layoffs become necessary, there is nothing in the record to suggest that the Union would not work collaboratively with the Employer to ensure the

continuing operation of the paramedic program. In this regard, the evidence indicated that the Union has cooperated with the Employer during bad economic times, most recently accepting a wage freeze in 1987 rather than facing layoffs.

Based on all of the foregoing, I find that the Employer has not established a sufficient basis upon which its proposal should be adopted, and, therefore, it is rejected.

PARAMEDIC REASSIGNMENT

Presently the Agreement does not contain any language regarding paramedic reassignment. The Employer proposes the following language:

> Except for emergency situations involving serious medical condition or other circumstances deemed appropriate by the Chief, employees must give six months notice of intent to request reassignment out of paramedic duties.

The Employer states that under present practice paramedics have no contractual obligation to give advance notice of reassignment requests. However, neither party has pointed to any provision in the Agreement which requires the Employer to reassign paramedics to fire suppression upon request. Furthermore, the Employer has not submitted any

evidence indicating that the absence of the type of provision it here proposes has caused it any problem in the past.

A review of provisions regarding paramedic request for reassignment at the comparators is inconclusive as there are a variety of provisions.

Based on all of the foregoing, your Chairman finds that the Employer has not established a sufficient basis upon which its proposal should be granted, and, therefore, it is rejected.

INTEREST ARBITRATION AWARD

It is the award of your Chairman that:

I. Wages

A. Effective January 1, 1990, firefighters shall receive an eight percent (8%) increase in monthly base salary. Such increase to be applied to Steps A through E for firefighters and to Steps A through E for Captain, Inspector, and Paramedic Supervisor.

B. Effective January 1, 1991, firefighters shall receive a four percent (4%) increase in monthly base salary to be applied in the manner as described in Subparagraph A, above.

C. Effective January 1, 1992, firefighters shall receive a four percent (4%) increase in monthly base salary to be applied as described in Subparagraph A, above.

II. Paramedic Premium/Longevity

A. Paramedic longevity increases shall be granted as reflected at page 48 of the attached Opinion.

B. The Union's retention of premium and longevity proposals are rejected.

III. Parental Leave

A. The Union's proposal is rejected.

B. The parties shall establish a high level joint labor-management committee to review parental leave policy and devise recommendations for appropriate contract language for inclusion in the Agreement to commence January 1, 1993.

IV. Union Proposals Rejected

The Union's proposals in connection with the following four issues are rejected:

a. Ambulance Driver Premium;

b. Driver/Engineer Premium;

c. Education Incentive; and

d. Longevity.

V. Rescheduling of Holidays

The Employer's proposal to remove from the Agreement the provisions of the Article 24 relating to the rescheduling of holidays when an employee is sick or injured during holiday time off is accepted.

VI. Employer Proposals Rejected

The Employer proposals in connection with the following two issues are hereby rejected.

a. Personnel Reduction; and

b. Paramedic Reassignment.

Dated: June 17, 1991

Seattle, Washington

Michael H. Beck
Neutral Chairman