IN THE MATTER OF

KING COUNTY

AND

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2595
(PARAMEDICS)

Date Issued: February 6, 1987
PERC No. 6299-I-86-143

INTEREST ARBITRATION
OPINION AND AWARD
OF
MICHAEL H. BECK

FOR

THE ARBITRATION PANEL

Michael H. Beck	Neutral Chairman
Randy Bellon	Union Representative
Albert G. Ross	Employer Representative

Appearances:

KING COUNTY	Daniel S. Smolen
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2595 (PARAMEDICS)	James H. Webster

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INTEREST ARBITRATION OPINION

PROCEDURAL MATTERS

RCW 41.56.450 provides for arbitration of disputes when collective bargaining negotiations involving uniformed personnel have resulted in impasse. In 1985 a new section was added to chapter 41.56 RCW which brought certain life support technicians within the arbitration procedures called for in RCW 41.56.450. The parties agree that the 32 paramedics employed by King County are now subject to the aforementioned arbitration procedures.

The undersigned was selected by the parties to serve as the Neutral Chairman of the tripartite arbitration panel. The Arbitrator selected by the Employer, King County, is Albert G. Ross, Personnel Manager. The Arbitrator selected by the Union, International Association of Firefighters, Local 2595, is Randy Bellon, Paramedic.

A hearing was held before the Arbitration Panel on July

29 and July 30, 1986 and continued on September 26, 1986 in Seattle, Washington. The Employer was represented by Daniel S. Smolen, Labor/Employee Relations Specialist. The Union was represented by James H. Webster of the law firm, Webster, Mrak & Blumberg.

At the hearing the testimony of witnesses was taken under oath and the parties presented documentary evidence. A court reporter was present and a verbatim transcript was prepared and provided to the Neutral Chairman (hereinafter Chairman) for his use in reaching a decision in this matter.

The parties agreed to file simultaneous posthearing briefs. Timely postmarked briefs were received by the Chairman on December 16 and December 18, 1986. At the request of the Chairman, the parties agreed to waive the statutory requirement that a decision issue within thirty days. On January 27, 1987, the Chairman met with the other members of the Arbitration Panel. A discussion of the issues occurred which was very helpful to the Chairman. In accordance with the statutory mandate, I set forth herein my findings of fact and determination of the issues.

ISSUES IN DISPUTE

On March 27, 1986, the Executive Director of the Public Employment Relations Commission certified five issues to be

submitted to interest arbitration. Those issues are:

WAGES
FURLOUGH (VACATION/HOLIDAY)
DURATION
HEALTH AND WELFARE PACKAGE
LONGEVITY

DISCUSSION

Comparables

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

> (c) Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States.
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> (d) The average consumer prices for goods and services, commonly known as the cost of living.
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> * * *
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> (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 parties involved here are civilian paramedics employed by a county. They provide service to a population base of approximately 384,000 people according to the Employer (Exhibit No. 57) or 430,000 people according to the

Union (Exhibit No. 15). Whichever population figure is used, the evidence presented at the hearing by the Employer indicated that there are no counties on the west coast of the United States that employ paramedics to serve a population of similar size. This evidence was unrebutted. The Union contends that the cities of Seattle, Everett and Bellevue, plus King County Fire Protection District No. 4 (Shoreline), and King County Public Hospital District No. 2 (Evergreen) should be considered comparable to King County because they are the only jurisdictions to employ paramedics specially trained at Harborview Medical Center. Thus, neither party is contending that there are comparables that fully meet the statutory criteria. However, the Union is contending that by limiting the comparables to jurisdictions where the paramedics are Harborview trained, those paramedics will at least constitute "like personnel" within the meaning of RCW 41.56.460(c) even if they cannot be said to be employed by "like employers of similar size".

Both parties agree, however, that pursuant to RCW 41.56.460(f) the Chairman can consider the wages, hours and conditions of employment which exist for similarly employed individuals in the relevant labor market. The Union urges the Arbitrator to consider only the jurisdictions noted above based on the common Harborview training. The

Employer, in addition to those jurisdictions offered by the Union, requests the Arbitrator include the city of Tacoma; Pierce County Fire Districts 2, 3, and 9; and Sno-Com.

It is the Employer's position that in order to properly compare the wages, hours and conditions of employment among these labor market jurisdictions, an adjustment must be made for the fact that in most of the jurisdictions, the paramedics also function as firefighters. This was referred to as being "dual function" employees. According to the Employer, because the paramedics employed by King County do not have dual function skills, their wages cannot be directly compared to the wages of a dual function firefighter/paramedic in other jurisdictions. In order to account for the lack of dual function skills, the Employer proposes using reduced wage rates for the labor market jurisdictions employing dual function employees. According to the Employer, the appropriate reduction is that amount (generally about 10%) which is paid as a wage premium to firefighters when they are assigned to work as paramedics.

I have carefully considered the Employer's position regarding its dual function employee adjustment and find that it would be inappropriate to make the adjustment urged by the Employer. First, here we are seeking to compare King County paramedics' wages, hours and conditions of employment

with those of other individuals employed as paramedics in other relevant jurisdictions. By eliminating from comparison the premium paid by these jurisdictions to firefighters while working as paramedics, the Employer's proposal would essentially result in a comparison of King County paramedics wages to the wages received by firefighters, rather than paramedics. The job of a paramedic is a very different job involving very different skills and training than that of a firefighter. Additionally, the Employer's proposal does not address the fact that by paying firefighters a premium for working as paramedics, the relevant jurisdictions are recognizing that the job of paramedic should be compensated at a higher level than that of firefighters. In view of all of the foregoing, I must find that to reduce the wages in the comparable jurisdictions by the amount of the paramedic premium as the Employer suggests, does not result in a meaningful comparison.

In submitting evidence regarding the labor market comparators it selected, the Employer provided wage rates adjusted to reflect the dual function argument discussed and rejected above. The Employer did not provide the actual paramedic wage rates for these proposed labor market comparators. According to the Employer, the paramedic premium was generally about 10%. I have compared the actual wage rates

supplied by the Union for Seattle, Bellevue, Everett, Shoreline and Evergreen, with those rates set forth by the Employer. Evergreen provides only paramedic services. Of the four remaining, only Seattle and Everett match the Union provided paramedic salary figure when one adds 10% to the Employer figure. The figures for Bellevue and Shoreline come out above those provided by the Union. The differences are in the one to 1.4 percent range.

Since it is not possible to determine from the evidence in the record exactly how much the wages for Tacoma and Pierce County Fire Districts 2, 3 and 9 were adjusted by the Employer, I have decided not to include them in the labor market comparators. As has already been discussed an adjustment of 10% would, at best, be an approximation. Here, where a difference of even one percentage point could mean thousands of dollars over the term of the collective bargaining agreement, it would be inappropriate to engage in such guesswork.

Sno-Com and Evergreen are civilian paramedic providers that do not employ firefighters. Thus, no adjustment has been made in their wage rates by the Employer. Because accurate wage rates can be determined for both jurisdictions, they will be included as labor market comparators along with Seattle, Everett, Bellevue and Shoreline.

Selecting these six jurisdictions to use as comparators will insure that accurate wage rates are used. Further, using these comparators is also consistent with the consumer price index employed by the parties in their negotiations to evaluate the cost of living, namely the CPI-W calculated based on the Seattle-Everett area. Thus, the six jurisdictions I have selected include all the paramedic service providers suggested by either party located in Snohomish and King Counties. Further, Sno-Com is a public provider of paramedic services which includes the area adjacent to Shoreline to the south and Everett to the north.

The evidence does not support the Union's contention that only Harborview trained paramedics are appropriate comparators. In this regard, Dr. Michael Copass, founder and presently Director of Training for the Harborview Medical Center Paramedic Program, testified that although Sno-Com uses paramedics trained in a variety of different programs, that organization has "done a very good job of molding a variety of people into a common theme" and their paramedics are "all well trained". (Tr. pages 24-25.) Although the Harborview program is clearly an excellent program, the evidence presented was not sufficient to justify excluding a jurisdiction which, although not employing only Harborview trained paramedics, did ensure that all its para-

medics were well trained. Further, Sno-Com is a "like employer" to King County in the sense that it is also a civilian provider of paramedic services. The only other civilian provider, Evergreen, is also included. Finally Sno-Com's relatively low net total hourly wage will offset the disproportionately high net total hourly wage paid by Everett, thereby providing a more balanced range of wages and benefits among the comparators.

Health and Welfare

Turning first to the issue of Health and Welfare, it is my understanding that the Union is agreeable to language which would permit the Employer, "to incorporate changes to employee insurance benefits agreed on by the Joint Labor-Management Insurance Committee to the extent that no benefit is in any way diminished." (Union Brief at page 43.) The Employer's proposal is to retain language requiring it "to maintain the level of benefits currently provided by [its group medical, dental and life insurance plans] for the duration of this Agreement." In addition, the Employer seeks to incorporate changes in employee insurance benefits agreed on by the Joint Labor-Management Insurance Committee.

It does appear that by adding the language sought by the Employer regarding the Joint Labor-Management Insurance

Committee while retaining the maintenance of benefits provision, both parties will substantially achieve their objectives. Additionally, as I understand the Union's position, it is currently satisfied with the revised mental health coverage described in the October 3, 1986 letter from Employer Labor Relations Specialist Stephen Robinson to Union Counsel Jim Webster, copied to the Chairman. In view of all of the foregoing, I find that Article X of the Agreement should be modified to read as proposed by the Employer as follows:

> King County presently participates in group medical, dental and life insurance programs. The County agrees to maintain the level of benefits currently provided by these plans for the duration of this Agreement, provided that the Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

Duration

The Union proposes a two year term for the Agreement beginning January 1, 1986 and ending December 31, 1987. The Employer proposes a three year term to begin January 1, 1986 and end December 31, 1988. In addition, the Employer would retain the language in the present Agreement requiring that written notice of a party's desire to modify the Agreement be served on the other party no later than October 31 of the

year in which the Agreement expires.

I have carefully considered the arguments of the parties with regard to the duration of the Agreement. I am persuaded for the following reasons that the term of the Agreement should be three years as set forth in the Employer's proposal. A two year term would cause the Agreement to expire less than eleven months from the date of this Arbitration Award. Thus, with virtually no experience under the new terms of the Agreement and only a few months after Interest Arbitration, the parties would be required to begin negotiations for a new collective bargaining agreement. It will better serve the negotiating process and thus the interests of the parties to accord them a reasonable period of time under the new Agreement before requiring them to begin negotiations. Setting the term at three years would provide such a reasonable period.

Additionally, a three year term would be consistent with the new provisions of the Health and Welfare plan agreed to by the Joint Labor-Management Insurance Committee. According to the information on the plan which was provided to the Arbitrator by copy of a letter dated August 25, 1986, from Personnel Manager, Al Ross to Union Counsel Jim Webster, the plan provisions are effective through December 31, 1988, and thereafter they are subject to negotiations. Setting the

term of the Agreement at three years would permit the parties to negotiate wages and other benefits contemporaneously with negotiations concerning health and welfare benefits.

Based on the foregoing I find that the language of Article XX: Duration should read as proposed by the Employer as follows:

> This agreement shall become effective January 1, 1986 and shall continue in effect through and including December 31, 1988. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 1988.

Wage Issues - Wages and Longevity

The Union proposes to increase wage rates by 6% for 1986 and an additional 4% for 1987. Because the Union sought only a two year term, it did not make a proposal for 1988. In addition, the Union proposes to add longevity pay of 1% for each year of service after five years up to a maximum of 10%. The Employer proposes a 2% increase in wage rates for 1986, and an increase of 90% of the September 1985 to September 1986 increase in the CPI-W, Seattle-Everett area, for 1987 up to a maximum of 5%. For 1988, the Employer proposes an increase of 90% of the July 1986 to July 1987 increase in the CPI-W, Seattle-Everett area, up to a maximum

of 6%. The Employer opposes any longevity pay.

The parties are in general agreement regarding the appropriate basis for comparing the wage rates of the comparators selected by the Chairman to the wage rates of King County. In all of their calculations, the parties have used a hypothetical paramedic with six years of seniority, an Associate of Arts degree, and who is married with two dependents. Each party calculated the net monthly hours worked by subtracting annual holiday and vacation hours earned from annual hours scheduled and then dividing by twelve. The next calculation required was to find the total monthly wage by multiplying the current contractual hourly rate times the number of scheduled monthly hours and then adding to that figure the monthly cost of benefits for the hypothetical paramedic. Next, the net total hourly wage was computed by dividing the total monthly wage by the net monthly hours worked. Thus, each party produced a figure I have called the net hourly wage rate, which reflects the value per hour worked of all wages and benefits for each of its comparators.

There are some differences in the parties calculations. The Union included in its calculation of the cost of benefits, the contribution paid by the State of Washington to the retirement system for uniformed personnel. According to the parties, at the hearing, this was the only difference of

any consequence between the Union and Employer benefit figures. However, my analysis of the Union's retirement benefits figures reveals that subtracting the additional 2.97% of salary which the Union included as the state's contribution does not result in the figures reported by the Employer. At the meeting with the other members of the Arbitration Panel, I indicated that due to these disparities I had decided to use the Employer's benefit figures. However, I have subsequently determined that the disparity between the Union and Employer retirement figures results from the Employer's calculating the retirement on the firefighter wage absent the paramedic premium.

In view of the foregoing, I have decided to use the Union's benefits figures less the 2.97% retirement contributions made by the state. Although these contributions do represent a benefit to the worker, they are not payments made by the comparator jurisdictions. If I were to include these payments, I would, in effect, be requiring a civilian employer of paramedics to provide monies not provided by or required of fire department employers of paramedics. This would be particularly unfair in the circumstances here where the retirement system in question is not even open to civilian paramedics. There are a few other small unexplainable differences in benefit amounts provided by the Employer and

the Union. However they do not involve amounts of significance. Therefore, for the sake of consistency, I have resolved these differences by using the Union's figures. The Employer's figures were used for Sno-Com.

The following chart sets forth the results of my analysis of the comparative wages and benefits for King County and the selected comparators.

NET WAGE RATE ANALYSIS

Jurisdiction	Net Monthly Hrs.	Wages	Benefits	Total	Net Hrly Wage
Everett	168.00	3089.00	571.74	3660.74	21.7901
Shoreline	190.66	2909.00	491.60	3400.60	17.8359
Evergreen	196.00	2864.16	606.50	3470.66	17.7074
Seattle	179.50	2761.00	415.97	3176.97	17.6990
Bellevue	196.75	2740.00	652.70	3392.70	17.2437
KING CO.	**186.00**	**2641.26**	**541.72**	**3182.98**	**17.1128**
Sno-Com	196.00	2379.99	517.19	2897.18	14.7815
Total Average Hourly Net Wage of Comparators (Excluding King Co.)					17.8429
King County Rank: 6th of 7					
Percent Difference Between King Co. and Average Hourly Net Wage					4.27%

This chart illustrates the position of King County with respect to the wages and benefits paid by the comparators in total net hourly wage. Although the Employer serves the second largest population base, its total compensation is 4.27% behind the average paid by the comparators and it is sixth of seven based on 1986 compensation.

The Employer takes the position that no increase beyond what it offers is warranted because a comparison of the Consumer Price Index increases with the wage increases provided by King County indicates that from 1979 to 1985 wages increased 87.3% while the CPI-W increased approximately 37.8% or 39.8%, depending on what months are used in the calculations. (Employer brief, page 6.)

The Employer's calculations of the wage increase for paramedics is based on the top step average wage paid in 1979 by the individual paramedic service providers prior to King County assuming responsibility for the service and prior to existence of a collective bargaining agreement between the parties. This wage was then compared to the top step wage paid in 1985 pursuant to the 1984-1985 Agreement between the parties. It is simply not appropriate to compare current wage rates with the wages paid by other employers prior to a collective bargaining relationship between the parties here. A more appropriate comparison is that

between the initial top step wage of $8.87 per hr. agreed upon by the Employer effective July 1, 1979 in the first collective bargaining agreement and the top step wage of $12.6984 effective January 1, 1985 under the last collective bargaining agreement, the 1984-1985 Agreement. The wage increase between July 1, 1979 and December 31, 1985 was a total of $3.8284 which is a 43.16% increase. The CPI-W increased during the same period of time from 215.9 to 313.5 for a total of 97.6 points. This represents an increase of 45.21%. Thus, the wage increases negotiated under the parties' collective bargaining agreements stood at slightly less than the increases in the cost of living as of January 1986, immediately following the expiration of the last collective bargaining agreement.

Based on the foregoing discussion, I have concluded that the King County paramedics should be brought up to the average of the comparators. The average is based on 1986 figures. The Seattle agreement expired August 31, 1986. The Shoreline agreement has wage re-opener clauses for 1987 and 1988. The agreements for the other comparators were not placed in evidence. The foregoing indicates that at least several of the comparators may negotiate increases for 1987. The King County paramedics have been receiving 1985 wage rates all through 1986. In view of the foregoing, I deem it

appropriate to give them a 4.27% increase for 1986. For the 1987 term of the Agreement, wages shall be increased by the actual cost of living increase from September 1985 to September 1986. During this period the CPI-W, Seattle-Everett area, increased from 308.9 to 312.3 for a total increase of 3.4 points or 1.1%. The result is a wage increase of 5.37% over two years.

Assuming that the Employer's contribution to retirement and social security will continue in the same proportion as is represented by the figures on Union Exhibit No. 28(G), a wage increase of 4.27% in 1986 and an additional wage increase of 1.1% in 1987, with a corresponding increase in retirement benefits, should result in a net hourly wage rate of $17.9980. In making this calculation I have increased the wage rate by 4.27% for 1986 and taken 7.15% of that increased figure for social security and 7.92% of that increased figure for retirement. In calculating the increase for 1987, I used the 1986 wage rate (increased by 4.27%) and increased it by 1.1%. I have then taken 7.15% of that increased figure for social security and 7.92% for retirement. I have not increased any other benefit figure for either 1986 or 1987.

The foregoing raise will place King County in second place in total compensation in 1987 in comparison to the

1986 net wage rate of the comparators. However, as indicated above, the wage rates of at least some of the comparators are open for negotiation in 1987 and thus subject to increase. Whether such increases will occur and their amount, if any, cannot be predicted. However, my calculations indicate that only a 2% increase (an amount the Employer here was willing to give in 1986) in the comparators wages in 1987 would result in King County dropping back to fifth place even with the present increase. The foregoing demonstrates that the increase I have provided is necessary to make King County paramedic wages comparable to those of the comparators selected and to retain a level of comparability throughout the term of this Agreement. On the other hand, no additional increase for 1986 and 1987 appears appropriate. Thus, although a 2% increase in the comparators for 1987 would place King County in fifth place among the comparators, King County would be considerably closer to the second ranked jurisdiction, Shoreline, than it is now. My calculations indicate that King County would only be about $.16 per hour behind Shoreline, while presently it is about $.72 behind Shoreline. Furthermore, King County would be less than one percent behind the average of the comparators instead of its present 4.27% behind the average of the comparators. Thus, for 1988, it would appear that an

increase based on the CPI would be sufficient to keep King County's paramedics within an appropriate range of the comparables. Therefore, I shall order that 1988 wages be increased over 1987 wages by the percentage increase in the CPI-W for the Seattle-Everett area from September 1986 to September 1987.

The Union contends that longevity pay is appropriate for several reasons. First, the Union argues that longevity pay is necessary to compensate for the lack of opportunities for career advancement available to civilian paramedics as opposed to paramedics who work within fire departments. A firefighter/paramedic has opportunities to advance within the fire department. Secondly, the Union argues that its evidence suggests that the Employer is overly optimistic in its view that it can sustain its low turnover rate without longevity pay.

In response to these contentions, I note that in calculating the net hourly wage rates of the comparators, longevity pay was included. Thus, to the extent that the payment of a longevity rate has increased the average wage of the comparators, the wage increase granted here includes a factor which effectively compensates for the lack of longevity pay. To add a separate longevity premium would provide duplicate compensation. Further, while the evidence estab-

lished that at least one other comparator has experienced some problems with employee retention and there is some evidence such problems might similarly affect the Employer at some time, clearly no such problem presently exists. Finally, only two of the six comparators provide longevity pay similar to that proposed by the Union and only three of the six provide any longevity pay. In view of all of the foregoing, no longevity pay is appropriate at this time.

Furlough

The Union's position is that there should be no changes in the furlough provisions contained in the 1984-1985 Agreement. Further, the Union has objected to the Arbitrator considering on the merits the Employer's proposal on furlough. However, if the Employer's proposal is addressed on the merits, the Union set forth, at the hearing, an alternative proposal to reduce the maximum number of furloughs granted per shift from three to two during the period between Memorial Day and Labor Day.

The Employer's proposal on furlough is set forth in Exhibit No. 70. It would make major changes in the way furlough is scheduled and granted to employees. Essentially, the Employer proposes establishing fixed trimesters. Employees would then be assigned by lot to one of the trimesters. Each employee would be required to take all of his

or her furlough during the assigned trimester. Each year thereafter the employee would rotate to the next trimester. Theoretically this would allow each employee to take furlough in the popular summer months once every three years. Under the Employer's plan, furlough use would be evenly distributed throughout the year rather than having a peak furlough period in the summer months. The purpose of the Employer's proposal is to reduce the overtime costs associated with having peak furlough use in the summer.

The Union contends that the Arbitrator should not consider the Employer's proposal because it represents an impermissible regression of the Employer's position from the close of mediation. The Union relies on WAC 391-55-220 (Exhibit No. 75) which provides:

> WAC 391-55-220 UNIFORMED PERSONNEL — SUBMISSION OF PROPOSALS FOR ARBITRATION. At least seven days before the date of the hearing, each party shall submit to the members of the panel and to the other party written proposals on all of the issues it intends to submit to arbitration. Parties shall not be entitled to submit issues which were not among the issues before the mediator under WAC 391-55-070 and before the executive director under WAC 391-55-200. (Emphasis Added)

The Employer contends that whether or not its proposal is a regression from the issue before the mediator and

refers to each parties' final position on each issue at the time of certification of impasse by the Executive Director. According to the Union, the Executive Director does not permit parties to regress from a position taken in mediation.

The Union has not cited any document indicating that the policy of the Executive Director is as the Union contends. However, if it is, in fact, the policy of the Executive Director to prohibit parties from expanding the scope of the issues as discussed in mediation and certified as impasse issues, violation of such policy is more properly addressed to the Executive Director or the Commission. Thus, I cannot find that I am precluded by the WAC provision cited by the Union from considering the Employer's proposal on furlough.

There are currently 32 paramedics in the bargaining unit. One has been detailed by the Employer to an administrative position. Pursuant to the terms of the 1984-1985 Agreement, each paramedic is required to work four extra shifts in addition to their regularly scheduled shifts during each 18 week rotation. This results in 124 extra shifts available to be scheduled each 18 week period. Out of those 124 shifts, 32 are used to cover open shifts which result because of the paramedic detailed to administrative duties.

executive director, the Union has waived its right to object pursuant to WAC 391-55-215 (Exhibit No. 75) which provides as follows:

> WAC 391-55-215 UNIFORMED PERSONNEL -- CONDUCT OF INTEREST ARBITRATION PROCEEDINGS. Proceedings shall be conducted as provided in WAC 391-55-200 through 391-55-260. The neutral chairman shall interpret and apply these rules insofar as they relate to the powers and duties of the neutral chairman. Any party who proceeds with arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state its objection thereto in writing, shall be deemed to have waived its right to object. (Emphasis added.)

The Union contends that its failure to object to the Employer's proposal prior to the arbitration hearing only waives its right to object to the Employer's proposal before the Commission. According to the Union, the Arbitrator may still consider whether the Employer's proposal is an improper expansion of the issues that were before the mediator.

The evidence is clear that the issues certified for arbitration included, "Furlough (Vacation/Holiday)." The Employer's proposal directly addresses the issue of furlough. Thus, on its face, the Employer's proposal would not appear to be contrary to WAC 391-55-220. The Union maintains, however, that the word "issue" in the WAC refers to more than the general issue, such as, furlough, rather it

This leaves 92 shifts available to cover for furlough in each 18 week period.

During the period from July 11, 1986 to November 13, 1986, there were 171 furlough shifts which were requested and the Employer was required to grant. Under the terms of the agreement, as interpreted by the parties, the Employer is required to grant three furlough requests per shift if requested. In addition, due to the complexities of the scheduling process, the Employer was also unable to effectively utilize four of the available extra shifts. The result, as can be seen from Exhibit No. 71, is that 83 furlough shifts had to be covered by scheduling overtime. The total cost to the Employer was $45,150.

I have carefully reviewed the proposals of both parties with regard to furlough. For the reasons set forth below I have decided to adopt the Union's proposal to reduce from three to two the number of furlough shifts the Employer is required to grant during the peak period from Memorial Day to Labor Day.

At the hearing, the Union introduced substantial evidence of the high level of stress which can be produced by the paramedic job. The paramedics who testified made clear that one way each handles this stress is to take time off from the job when needed. The flexibility to schedule time

off was very important to these paramedics. The Employer's proposal would substantially restrict the ability of employees to schedule time off. In fact, employees would be unable to schedule any furlough days for two-thirds of each year and would be required to take all of their furlough in the remaining one-third. The employees' choice is even further restricted by the following language of the Employer's proposal at Section 3.D, "To meet operational needs and avoid overtime, individual furlough dates may be assigned at the sole discretion of management."

The Employer contends that its proposal would benefit employees by insuring that they had the opportunity to take furlough in the popular summer months at least once every three years. I have carefully examined the Employer's proposed furlough schedule as set forth in Exhibit No. 70. It does appear possible, pursuant to this schedule, for an employee to be required to take furlough in Year No. 1, Trimester No. 1 in March or April; Year No. 2, Trimester No. 2 in November or December; Year No. 3, Trimester No. 3 in January or February; and Year No. 4, Trimester No. 1 in April or May. Thus, it is entirely possible for an employee not to receive a furlough during the summer months. This possibility does not appear unlikely when one examines the specifics of the Employer's proposal carefully. In this

regard, I note that employees are assigned to a particular trimester by lot without regard for seniority. Then, as I understand it, the employees would rotate as a group from one trimester to the next annually. Furlough schedules within each trimester would be done on the basis of seniority. Thus, the employees in each trimester grouping with the lowest seniority would always have lowest priority for furlough in every trimester period. Thus, the possibility that an employee might never get to take vacation in the summer is made more likely by the Employer's system.

Additionally the Employer's proposal could result in a situation were an employee with only moderate seniority could be assigned to a trimester group where he or she ranked relatively high in priority for vacation due to generally lower seniority levels in the trimester grouping as a whole. Similarly an employee with relatively high seniority could be assigned to a trimester group with other employees having even greater seniority and thus the employee would have low priority for furlough within his or her trimester group. The result is that a mid-level seniority employee could have consistently superior choices for vacation than an employee with higher seniority in another trimester grouping. This is simply an inequitable result.

The Employer maintains, however, that this system is

similar to ones used by Seattle, Bellevue and Shoreline. However, the Bellevue and Seattle vacation provisions were not put in evidence. I have carefully reviewed the copy of the current Agreement in effect at Shoreline which was introduced at the hearing. It simply provides that scheduling of vacations "shall be based upon the needs of the work force and will be done in an equitable manner for the employees concerned." (See Exhibit No. 53, Article XVI.) No similar system to that proposed by the Employer appears to be established in the Shoreline Agreement.

The Union's proposal addresses the legitimate concern of the Employer to reduce overtime costs without the major impact on the ability of the employees to schedule and use furlough contained in the Employer's proposal. Exhibit No. 36 indicates that reducing the number of furloughs the Employer is required to grant from three to two during the 18 week period from July 11 through November 12, 1986, would save 31 shifts of overtime. Using the Employer's estimate of $526 per shift overtime cost, that comes to a savings of $16,306. That amount represent a 36% reduction in overtime costs to the Employer. Although the Union proposal does not include the same period of time as is outlined on Exhibit No. 36, an examination of Exhibit No. 69 indicates that the peak period for furlough shifts is between Memorial Day and

Labor Day. Thus, it appears that a 31 shift savings is representative of the number of overtime shifts likely to be saved by the Union's proposal.

In view of all of the foregoing, I shall order that Article IV.5.b of the 1984-85 Agreement be amended to read as set forth below:

> Section 5. Furlough requests shall be approved on the following basis:
>
> * * *
>
> b. There shall be a maximum limit of three (3) furlough shifts granted for the same work shift, provided, however, that during the period from Memorial Day to Labor Day, there shall be a maximum limit of two (2) furlough shifts granted for the same work shift. Individual requests shall be granted on a first choice basis provided the requests do not exceed the limits set forth herein.

AWARD OF THE CHAIRMAN

I. It is the Award of your Chairman that the parties' 1986-1988 Collective Bargaining Agreement shall contain the following language:

   A. Article X, Medical, Dental and Life Insurance Programs, shall read as set forth on page 10 of the attached Opinion.

   B. Article XX, Duration, shall read as set forth on

page 12 of the attached Opinion.

C. Article IV, Furlough Day, shall read at Section 5.b as set forth on page 29 of the attached Opinion.

II. It is further the Award of your Chairman that:

A. The 1986-1988 Collective Bargaining Agreement shall not contain a longevity pay provision.

B. Article VII, Wage Rates, of the 1984-1985 Agreement shall be amended so as to provide each paramedic with a 4.27% wage rate increase, effective January 1, 1986, and an additional increase of 1.1% above 1986 wage rates effective January 1, 1987. Article VII shall be further amended to provide, effective January 1, 1988, for an additional increase in wage rates above 1987 wage rates which shall be equal to the percentage increase in the CPI-W, Seattle-Everett area, from September 1986 to September 1987.

Dated: February 6, 1987

Seattle, Washington

s/ Michael H. Beck
Michael H. Beck, Neutral Chairman