

IN THE MATTER OF ARBITRATION)
)
 BETWEEN)
)
 SKAGIT COUNTY EMERGENCY)
)
 MEDICAL SERVICE COMMISSION)
)
 v.)
)
 INTERNATIONAL ASSOCIATION OF)
)
 FIREFIGHTERS, LOCAL 3427)

OPINION AND AWARD
OF
GEORGE LEHLEITNER
NEUTRAL ARBITRATOR

RECEIVED
OLYMPIA, WA
FEB 27 2006
PUBLIC EMPLOYMENT
RELATIONS COMMISSION

HEARING: August 9, 2005
BRIEFS RECEIVED: October 26, 2005
NEUTRAL ARBITRATOR: George Lehleitner
4702 S.W. Scholls Ferry Rd., #334
Portland, Oregon 97225
PARTISAN ARBITRATORS: Douglas Ferguson for Skagit County Emergency
Medical Service Commission
Paul Harvey for International Association of
Firefighters, Local 3427

5

I. INTRODUCTION

This case involves an interest arbitration dispute submitted by the parties to a tripartite panel consisting of Neutral Arbitrator George Lehleitner and Partisan Arbitrators Douglas Ferguson appointed by Skagit County Emergency Medical Service Commission (EMS) and Paul Harvey appointed by the International Association of Firefighters, Local 3427 (Union).

A hearing was held before the panel in Mt. Vernon, Washington on August 9, 2005. At hearing both sides were afforded an opportunity to present documentary and testimonial evidence and to cross-examine witnesses, as necessary.

The parties agreed to submit simultaneous post-hearing briefs to the arbitration panel. Briefs were received by the Neutral Arbitrator on October 26, 2005. Thereafter, I received supplemental arguments from the parties. The last such argument was received on November 4, 2005 and the hearing was closed on that date.

II. ISSUES IN DISPUTE

The issues presented to the arbitration panel are:

- Wages
- Part-time annual leave
- Part-time sick leave use

- Sick leave accumulation, and
- Duration

III. STATUTORY CRITERIA

The arbitration panel was selected in accordance with RCW 41.56, et seq.

The criteria for making a decision is set forth in RCW 41.56.465 as follows:

41.56.465 Uniformed personnel—Interest arbitration panel—Determinations—Factors to be considered. (1) In making its determination, the 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;

* * * * *

(ii) For employees listed in RCW 41.56.030(7)(e) through (h), 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 may not be considered;

(d) The average consumer prices for good and services, commonly known as the cost of living;

(e) Changes in any of the circumstances under (a) through (d) of this subsection during the pendency of the proceedings; and

(f) Such other factors, not confined to the factors under (a) through (e) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. For those employees listed in RCW 41.56.030(7)(a) who are employed by the governing body of a city or town with a population of less than fifteen thousand, or a county with a population of less than seventy thousand, consideration must also be given to regional differences in the cost of living.

IV. BACKGROUND

Skagit County (County) is a largely rural county in the State of Washington located approximately halfway between Seattle and the Canadian border. The EMS is an agency established by Skagit County to provide emergency medical services in the central part of the County. Advanced Life Support (ALS) and Basic Life Support (BLS) services in the far western and eastern portions of the county are generally provided by the Anacortes Fire Department and Aero-Skagit Emergency Services (Exhibit U-8).

EMS is a public employer. It employs approximately 34 certified, full-time and part-time paramedics. EMS does not employ any firefighters. All paramedics employed by EMS are trained and certified to provide ALS services.

The paramedics employed by EMS operate out of four (4) stations located at Sedro Wooley, Burlington, Mt. Vernon and McLean/Beaver Marsh. They work a schedule of 24-hour shifts commencing at 9 a.m. and ending the same time the following day. As a result, they work 15 hours the first day of each shift and 9 hours the second day. This schedule, before time off for

earned leave, results in approximately nine (9) 24-hour shifts a month (Exhibit U-11). Since EMS does not employ firefighters, it is not eligible for the FLSA exemption. Consequently, paramedics routinely accumulate overtime under this schedule.

Paramedics employed by EMS are dispatched to provide BLS and ALS services, including transport, in accordance with established protocols. The paramedics are trained to provide ALS services in life threatening situations and do so on an ongoing basis. Approximately twenty percent of the calls they respond to involve ALS services. The remainder involve BLS services.

Prior to 2003, the City had contracted with Affiliated Health Services (AHS) to provide paramedic services to the central portion of the county. However, effective January 2003, the City began providing these services directly and the present EMS structure was created (Exhibit EMS 3-3). Most of the paramedics previously employed by AHS transferred to employment with EMS and an initial collective bargaining agreement covering the period from January 1, 2003 to June 30, 2004 was negotiated.

The operations of the ambulance services provided by EMS are funded primarily by fees for service, i.e., 87%, with a 13% supplement from a voter approved levy that expires on December 31, 2006.

The issues before the arbitration panel were discussed by the parties during the mediation process. More specifically, the parties exchanged “what if” package proposals through the mediator in November 2004. More specifically, a review of the “what if” package proposals made during mediation reveal that on November 5, 2004 the Union made a “what if” package proposal that included the following elements: a 30-month contract with annual 3% wage adjustments and current contract language with respect to sick leave accumulation and part-time sick leave use. The Union proposed further under part-time annual leave that paramedics could use paid time off up to 40 hours per week (EMS Exhibit 4-2).¹ The November 25, 2004 “what if” package response of EMS accepted the Union’s proposal on all items except part-time annual leave accrual. On that issue EMS proposed allowing up to 48 hours of annual leave per week as long as the paramedic was scheduled for 48 hours that week and had the appropriate amount of vacation leave accrued (EMS Exhibits 4-2 and 4-3).

ISSUE #1 — WAGES

The predecessor collective bargaining agreement between the parties expired on June 30, 2004. The salary schedule is set forth in Appendix B. It consists of eleven (11) steps based on experience. Effective July 1, 2003, the base salary (0 - 12 months experience) for a paramedic is \$18.06 per hour. The top step of 20 (242+ months of experience) earns \$24.40 per hour (EMS Exhibits 2-2 and 2-3).

A. The Union

The Union is proposing a three (3) year agreement with wage adjustments as follows:

- (1) Effective July 1, 2004 - 100% of the increase in the CPI-U (Seattle-Tacoma-Bremerton – January 2003 - January 2004) plus 3%.
- (2) Effective July 1, 2005 - 100% of the CPI-U (Seattle-Tacoma-Bremerton – January 2004 - January 2005), plus 3%
- (3) Effective July 1, 2006 - 100% of the CPI-U (Seattle-Tacoma-Bremerton – January 2005 - January 2006), plus 3%.

The Union's arguments are summarized as follows:

(1) The Union's analysis of the issues before the arbitration panel are based on the statutory criteria set forth in RCW 41.56.465(1).

(2) Arbitration must be viewed as a continuum of the collective bargaining process: Its primary purpose is to promote uninterrupted and dedicated service of uniformed personnel without having to resort to strikes as a vehicle of dispute resolution. Clearly, dedicated service suffers when a public employer fails to pay competitive wage rates. The Union's proposals are designed to promote morale and mitigate the ills the legislature sought to cure when it enacted the impasse resolution statutes.

(3) Sub paragraph (1)(a), "the constitutional and statutory authority of the employer" supports the Union's wage proposal for several reasons. First, EMS has identified no statutory or constitutional objections. More importantly, EMS by its Executive Director's own admission has abundant fiscal resources and is easily capable of covering the cost of the Union's proposal.

(4) Subparagraph (1)(b) does not apply because the parties have not entered into any stipulations except that they are both proposing a three (3) year agreement.

(5) Subparagraph (a)(c)(ii) pertaining to comparisons with public fire departments of similar size goes to the crux of the Union's case. This sub section requires the arbitration panel to compare "wages, hours and conditions of employment of like personnel of public fire departments of similar size . . . within the state of Washington" (Emphasis Added). Both sides have properly based their analysis on other fire departments in Washington with the notable exception of Whidbey General Hospital in Island City, which is clearly a comparable employer. A problem arises, however, because EMS has chosen to focus entirely on geographic proximity using an arbitrary radius of 25 miles from its headquarters. The approach of EMS is fatally flawed because it ignores the statutory criteria of "like personnel" of fire departments of "similar size." The results oriented comparators selected by EMS are smaller departments that in many instances did not even employ paramedics at the time the comparables were selected.

(6) The Union's comparators, unlike those proposed by EMS, fully conform to the statutory criteria and established arbitral precedent. In this regard, the Union has used the widely accepted standard of population and assessed valuation to determine size. The Union has also used geographic proximity by staying within an established labor market. The Union's comparability analysis, unlike the results-oriented approach put forward by EMS, provides an understandable and thoughtful approach that can be carried over in future negotiations.

(7) In selecting comparable jurisdictions, the Union examined all public ALS transport agencies in Skagit, Whatcom, Island, Snohomish and King Counties, thereby coming up with a list of 16 potential employers. The Union then pruned that list by selecting those employers with a service population of 50% to 200% of the EMS. The end result of this process produced the following comparators:

Agency	Assessed Value	Service Population
Whidbey	5,199,906,530	71,558
Marysville	4,148,555,129	60,870
Sno. Co. 8	5,062,652,996	70,542
Sno. Co. 7	5,307,339,409	66,970
Sno. Co. 1	9,609,908,397	150,000
Monroe	4,696,789,000	46,616
Everett	8,424,812,456	95,990
Shoreline	4,898,966,081	52,730
Redmond	11,667,932,627	69,900
Average	6,557,429,181	76,131
Skagit	6,737,655,220	76,514

The foregoing constitutes a suitable list of comparators that should be adopted by the arbitration panel. All nine (9) public employers on the list employ paramedics, all but one mutually agreed upon entity (Whidbey General Hospital) are fire departments, all are located within the same general labor market and, most importantly, all satisfy the statutory criteria of "like personnel" and "similar size."

(8) Alternatively, the panel could eliminate the two (2) King County departments, Shoreline and Redmond, from this grouping and still have enough comparators to make meaningful wage and benefit comparisons. As will be demonstrated below, comparisons of EMS wages and benefits with either of these groups will fully support the Union's wage proposals.

(9) The Union's approach to selecting geographically proximate departments within 50% to 200% of the size of the department has been adopted by other arbitrators. For instance, Arbitrator Janet Gaunt in City of Bellevue and Bellevue Firefighters Local 1604, PERC No. 6811-87-162 (Gaunt, 1987) expressly endorsed this standard.

(10) As previously indicated, the EMS approach to selecting comparators is fatally flawed for a multitude of reasons. First, EMS wants the arbitration panel to disregard the statutory criteria and focus instead on the relatively low population density of Skagit County. What EMS conveniently ignores is the fact that the sparsely populated mountainous region of the county is served by a different ALS service. Second, the arbitrary 25-mile radius proposed by EMS excludes comparable departments such as Everett and Snohomish Fire Districts Nos. 1, 7 and 9, all of which operate in the same labor market and are an easy commute from Mt. Vernon. Third, the inclusion of departments such as Mt. Vernon and Camano Island are clearly inappropriate because Camano Island still provides no

paramedic service and Mt. Vernon still does not transport patients. Finally, the EMS methodology of using operating budget and number of uniformed personnel to determine size is not appropriate because it screens out most public employers with comparable service populations and assessed valuation.

(11) Any argument that county wide demographics somehow justify the EMS approach to comparability should be rejected. First, EMS simply ignores the statutory mandate by including employers in its comparability list that employ few, if any, paramedics. Second, as previously discussed, EMS fails to utilize the widely accepted standards of assessed value and population to determine size. Finally, it is apparent that the EMS approach to comparability is “results driven” as opposed to being consistent with objective standards that conform to the statutory criteria.

(12) The Union’s approach to comparability is preferable to that suggested by EMS for a different reason. In this regard, the Union’s approach of comparing a 12-year paramedic, who is married with two children makes sense because it conforms to the average profile of a paramedic employed by EMS. More importantly, the Union’s comparability data are preferable to those of EMS because they include evidence of total compensation not just hourly wage rates. To make a truly meaningful comparison that conforms to the statutory criteria, it

is necessary to also include benefits such as vacations, holidays, health insurance, supplemental retirement benefits and longevity pay.

(13) The Union's proposed wage adjustments of 3% per year over the term of the new agreement plus the cost of living as measured by the Seattle area CPI-U is reasonable and should be awarded. The Union estimates its proposed wage increases over the term of the new agreement would amount to 15.5%. Even with such increases, bargaining unit paramedics would earn significantly less than the average of any reasonable comparator group. Moreover, in fashioning an award, the arbitration panel should ignore the "what if" settlement proposals offered by EMS. This is so because consideration of settlement offers is destructive of the collective bargaining process.

(14) The Union's comparability data is summarized in Exhibit U-35. As previously discussed, this list of comparators is based on employers with service population and assessed value between 50% and 200% of the EMS. Moreover, the Union's comparability data unlike the information offered by EMS, shows overall compensation not just hourly wages (see, Exhibit U-35).

Agency	Annual Hours	Vacation Hours	Holiday Hours	Net Annual Hours	Avg. Monthly Hours	Base Monthly Pay	Scheduled OT Pay
Whidbey	2,880	480	0	2,400	200	\$6,094	\$0
Marysville	2,645	180	120	2,345	195	\$4,825	\$0
Sno. Co. 8	2,608	195	0	2,413	201	\$5,081	\$0
Sno. Co. 7	2,503	216	104	2,183	182	\$5,267	\$0
Sno. Co. 1	2,466	192	127	2,147	179	\$5,254	\$0
Monroe	2,624	360	0	2,264	189	\$5,234	\$0
Everett	2,190	180	0	2,010	168	\$5,725	\$0
Shoreline	2,496	216	144	2,136	178	\$5,135	\$0
Redmond	2,536	216	132	2,188	182	\$5,271	\$0
Average	2,550	248	70	2,232	186	\$5,310	\$0
Skagit EMS	2,503	278	0	2,225	185	\$3,998	\$1,199
Average as % of Skagit				100.3%	100.3%	132.8%	

Agency	Paramedic Premium	Longevity 12 year	Pay in Lieu of Holidays	Total Monthly Pay	Medical/Dental Premium	Total Comp. Monthly	Total Comp. Hourly
Whidbey	\$0	\$0	\$0	\$6,094	\$451	\$6,545	\$32.72
Marysville	\$482	\$120	\$0	\$5,427	\$1,388	\$6,815	\$34.88
Sno. Co. 8	\$508	\$50	\$234	\$5,873	\$1,141	\$7,014	\$34.88
Sno. Co. 7	\$632	\$105	\$0	\$6,004	\$1,388	\$7,392	\$40.64
Sno. Co. 1	\$721	\$206	\$0	\$6,081	\$951	\$7,032	\$39.31
Monroe	\$550	\$105	\$0	\$5,889	\$771	\$6,660	\$35.30
Everett	\$0	\$315	\$286	\$6,326	\$1,188	\$7,514	\$44.86
Shoreline	\$770	\$0	\$0	\$5,905	\$1,096	\$7,001	\$39.33
Redmond	\$738	\$211	\$0	\$6,220	\$1,296	\$7,516	\$41.22
Average	\$489	\$124	\$58	\$5,980	\$1,074	\$7,054	\$38.13
Skagit EMS	\$0	\$0	\$0	\$5,197	\$329	\$5,526	\$29.80
Average as % of Skagit				115.1%	326.6%	127.7%	127.9%

A review of the comparability data provided in this table shows that EMS paramedics are 27% below average.

(15) Even if the King County jurisdictions (i.e., Shoreline and Redmond) are removed from the comparability analysis, EMS paramedics are still 25.9% below average with the disparity increasing in the second and third years of the new agreement.

(16) Arguments made by EMS in its post hearing brief pertaining to deferred compensation, FICA contributions and Medicare contributions should not be considered by the arbitration panel because this evidence was not presented during the arbitration hearing. Moreover, much of this new information offered by EMS at pages 28 and 29 and Attachment S of its post hearing brief is erroneous. First, all municipal employees pay the 1.45% tax for Medicare. Second, the social security exemption is not automatic. Third, if retirement contributions are considered, so too must LEOFF2 contributions. Fourth, EMS fails to mention the 6.5% retirement contribution paid by Whidbey General Hospital. Fifth, the Union erroneously fails to take medical premiums paid into account in its comparative analysis. The fact that EMS provides medical insurance to so called part-time paramedics, who actually work full time, is irrelevant. Finally, if Union Exhibit 35 is revised to take into account the County's belated total compensation

arguments, the evidence reveals that EMS paramedics are still 18.9% to 20.9% behind their counterparts.

B. EMS

EMS proposes a three (3) year agreement with 3% wage increases effective July 1, 2004, July 1, 2005, and July 1, 2006.

EMS' arguments are summarized as follows:

(1) In assessing the proposals and particularly the wage proposals it is important for the arbitration panel to keep in mind what happened during the negotiations process. More specifically, during mediation the Union expressed a willingness to accept a 3-year agreement with annual wage increases of 3% each year. Now the Union is "moving the ball" and asking the arbitration panel to award more than 3% per year.

(2) The wage proposal of EMS is based on the statutory criteria set out in RCW 41.56.456 and the history of negotiations with this bargaining unit. To better understand the wage proposal of the EMS it is important to keep in mind the overall structure of the organization. EMS is a local emergency services and trauma care council established by Skagit County to provide among other things

ambulance service within the central valley area of the county. Significantly, EMS does not have a fire department and does not employ any firefighters.

However, the paramedics employed by EMS enjoy substantial benefits including deferred compensation, social security payments and Medicare contributions. It is also important to recognize that the ambulance service provided by EMS is 87% funded by fees for service with the remaining 13% coming from a voter approved excess property tax levy. Unlike the typical municipal fire department or county fire district, no subsidies are received from the county's general fund.

(4) As the Union's counsel observes, the intent of the parties in negotiating the transition from AHS to EMS was to maintain the "status quo." The proposal of EMS more than accomplishes this objective. By contrast, the Union's proposal reflects an intent to disconnect from the history of bargaining between the parties and "build Rome in a day."

(5) The constitutional and statutory authority of EMS is limited to operating an emergency and non emergency medical/ambulance service. This authority is different and more limited than that of a typical fire department. It is important to recognize that when medical emergencies arise in the central valley, the first responders, more often than not, are the local fire departments, i.e., Mt. Vernon, Burlington and Sedro Wooley. The important point is that while EMS paramedics may provide the assessment and transport in ALS situations, there is a sharing of

workload such that the area serviced by EMS paramedics is smaller than the 76,000 population count for Skagit County. Finally, the fees that can be charged by EMS are limited by statute. This, coupled with the fact that the supplemental levy will run out in December 2006 militates in favor of holding the line on costs.

(6) The only relevant stipulation of the parties is that the agreement will expire on December 31, 2006.

(7) The statute calls for comparisons with "public fire departments" of similar size. There are enough "public fire departments" of similar size in the local labor market where most of the paramedics reside to do an appropriate comparative analysis. Since there are more than enough wage comparators locally, it is neither appropriate nor necessary to go outside the local labor market and bring in comparators from King and South Snohomish Counties. EMS has satisfied the statutory criteria of "similar size" by selecting similarly sized departments with a similarly sized budget and has been able to do so while staying within a 25-mile radius of Mt. Vernon. The comparators developed by EMS are as follows:

<u>Public Agency</u>	<u>Uniformed Personnel Size</u>	<u>Operating Budget Size</u>
Skagit EMS	34	\$3.1 Million

Mt. Vernon Fire Dept.	33	\$3.8 Million
Anacortes Fire Dept.	18	\$1.6 Million
Arlington Fire Dept.	25	\$2.6 Million
Island Fire Dist. 1	15	\$3.1 Million
Snohomish Fire Dist. 12	60	\$4.6 Million
Average	30	\$3.1 Million

Whidbey Hospital Dist.	25	\$2.9 Million

As discussed above, all of these comparators employ approximately the same number of uniformed personnel as the EMS and all are within a relatively narrow range in terms of operating budget size.

(8) By contrast, the Union's proposed comparators are dominated by a large list of much bigger and more metropolitan areas, many of which are located in the Seattle-Bellevue-Everett metroplex. For obvious reasons, it is unfair to compare the EMS to these departments. In this regard, a review of economic data establishes that median family incomes are significantly higher in Whatcom, Snohomish, Island and King Counties than in Skagit County. The same is true of population density.

(9) EMS methodology for selecting comparator departments is consistent with arbitral precedent and the statutory criteria. First, it is well established that, if

possible, the comparators selected should be in the same labor market. City of Camas and IAFF Local 2444 (1996, Abernathy), see also, City of Bellevue and IAFF Local 1604 (Block, 1982), City of Longview and IAFF Local 828 (Lehleitner, 1987) and King County and IAFF Local 2595 (Beck, 1987). Clearly, public employers that employ paramedics in the Mt. Vernon area are more appropriate than departments located in the Seattle-Bellevue-Everett area.

(10) Turning to the statutory criterion of "like personnel," EMS had to use fire departments employing firefighter/paramedics because there were not enough agencies in the local area employing paramedics only.

(11) In applying the "similar size" requirement of the statute, EMS has used the number of uniformed personnel employed by comparator department and size of each department's operating budget. Other criteria sometimes used in interest arbitration such as population and assessed value don't work in this case because fire departments servicing similarly sized populations are much larger than the EMS and have far more extensive taxing authority. This approach conforms to the stated preference of interest arbitrators to compare similarly sized departments. City of Camas and IAFF Local 2444 (Wilkinson, 2003).

(12) The Union's comparability analysis is fatally flawed for a number of reasons. First, the Union treats the EMS paramedics as if they were firefighters. They are

not. Second, the Union improperly seeks to compare EMS with large fire departments employing firefighter/paramedics. These firefighters are different from the EMS paramedics in a number of particulars, including without limitation, eligibility for LEOFF retirement benefits and exemption from FLSA overtime requirements. The eligibility of EMS paramedics for overtime adds an average of 1.7% to their normal pay. Third, the Union looked no further than population and assessed valuation to develop a list of comparables. This type of analysis doesn't work under the unique circumstances of this case because even though the EMS serves a resident population of 76,000, it is nowhere near the size of a municipal or fire district department that serves a similar population. Moreover, as a practical matter, the assessed values of the Union's proposed comparators are approximately twice as large as the assessed values of the EMS service area. Fourth, by ignoring the size of the comparator departments as evidenced by the number of uniformed personnel and the size of their operating budgets, the Union has violated the size requirement of the statute. Finally, the Union's approach to comparability is flawed because it ignores the fact that most of its proposed comparators do not operate in the same labor market as the EMS.

(13) The Union's comparability data is flawed for another reason. The Union bases its comparisons on "total comp hourly" data by including in its comparisons such factors as vacation hours, holiday hours, longevity, medical premiums, etc. One intractable problem with this approach is that the Union omits significant

compensation items paid by EMS to its paramedics such as deferred compensation, and FICA contributions. Moreover, the Union's holiday pay comparisons are incomplete because it ignores premium pay for holidays worked. The Union also deflates the contractual hourly rate in its charts by using 2503 hours rather than the correct figure of 2496. Finally, health insurance premiums should not be included in the comparative data because health insurance premiums are not at issue in this proceeding and also because the EMS, unlike other departments, pays 100% of the health insurance for part-time paramedics. If the Union's comparative analysis as reflected in Exhibit U-35 is corrected to account for the 8.5% deferred compensation contributions and the 6.2% social security contributions while removing the "apples to oranges" health insurance comparisons, the offer made by EMS would be \$32.42 per hour compared to the \$33.00 per hour average of the Union's proposed comparators!

(14) The comparisons made by the EMS, unlike those proposed by the Union, satisfy the statutory criteria of "like personnel" and same size "within the same geographic area." Moreover, the EMS has compared hourly wage rates at every step on the schedule rather than limiting its comparisons to a paramedic with 12 years experience. The EMS comparisons as shown in the table below clearly establish that its proposal is very competitive with the comparator group.

Skagit Current Wage Steps	IAFF Mt. Vernon	UFCS Whidbey Island	IAFF City of Anac.	IAFF City of Ailing.	IAFF Island Fire #1	IAFF Marysvl. Fire #12	Comps 2005 Avg.	Skagit -EMS- Central Valley 7/1/05
0-12 mos.	19.12	19.152	19.60	19.26	18.37	17.28	18.80	\$21.05
13-24 mos.	21.31	19.678	20.13	20.47	19.52	19.75	20.14	\$22.36
25-36 mos.	24.33	20.219	20.65	21.67	20.66	22.22	21.62	\$23.67
37-48 mos.	24.33	20.776	21.20	22.87	21.81	23.45	22.41	24.99
49-60 mos.	24.33	21.348	21.76	24.08	22.96	24.69	23.19	\$26.31
61-84 mos.	24.39	21.934	21.81	24.19	22.96	24.69	23.33	\$26.43
85-120 mos.	24.50	23.157	21.89	24.23	23.54	25.06	23.73	\$26.48
121-144 mos.	24.66	25.121	22.03	24.30	24.11	25.43	24.27	26.55
145-181 mos.	24.77	25.811	22.11	24.34	24.11	25.43	24.43	26.60
182-241 mos.	24.93	27.250	22.24	24.41	24.68	25.43	24.82	\$26.67
242+ mos.	25.20	28.770	22.46	24.52	25.49	25.43	25.31	\$26.80

Note: The Whidbey Hospital contractual rates on page 21 include overtime pay. The above Whidbey rates have been adjusted by 2.56% to exclude overtime pay based on the same proportional amount of compensation the Union has identified as "scheduled" overtime compensation in U-0035 for Skagit EMS Paramedics. Calculation: \$1199 annual scheduled overtime as a percentage of \$3899 per month, multiplied by 12 months equals 2.56%. Er. 11-7, p. 21. See Er. 6-4. Er. 6-5 shows the market average without Whidbey Hospital rates. Tr. 156.

(15) The 3% wage adjustments in each year of the new agreement offered by EMS exceeds the cost of living as measured by the Consumer Price Index (CPI). In this regard the annual average for Seattle for the last two (2) years available (2003 and 2004) was 1.8% and 1.2%. Moreover, the 3% adjustments offered by EMS meets or exceeds wage settlements of other fire departments in the area.

(16) With respect to the statutory criterion of other factors traditionally considered by interest arbitrators it is appropriate to consider internal parity. EMS' offer is generous compared to the 2% for 2004 and 3% for 2005 given to office and management staff. And while it is true that call volumes have been increasing, the

reality is that they remain moderate and more paramedics have been hired to cover the workload.

C. Discussion

The neutral arbitrator's analysis is based on an application of the statutory criteria to the facts of this case. What follows is a summary of the focal points in that analysis.

(1) The Washington statute does not specifically identify ability to pay as one of the statutory criteria to be considered by interest arbitrators. However, as a practical matter, most, if not all, interest arbitrators take this factor into account. Consequently, it can be viewed as one of the factors normally or traditionally considered in these types of proceedings.

That being said, ability to pay is not a critical factor in this case because by all credible accounts the fiscal condition of EMS is sound. Under these circumstances, it is in the best interest of the public to pay competitive wages to its employees. What constitutes a competitive wage can best be determined by assessing the factors of comparability and cost of living.

(2) Comparability.

Without question, the crucial wage determinant in this case is comparability. Pursuant to the Washington statute this means, "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 or similar size . . ." (Emphasis Added).

Unfortunately, the parties have come up with widely divergent lists of comparable departments and have utilized very different methodologies for arriving at comparators and then analyzing the comparative data. This being so, the first task of the arbitration panel is to come up with a workable list of comparator departments that can serve as a guideline for the parties in these negotiations and in the future.

As will be discussed below, developing an appropriate set of comparator departments is particularly difficult in this case because EMS is not a fire department and does not employ any firefighters. This creates something of a problem because with one (1) exception, the departments EMS is being compared to are fire departments that employ firefighters and paramedics.

In my view, there are some problems with the comparators proposed by both sides. In its post hearing brief, the Union commenced its analysis by examining all ALS transport agencies in Skagit, Whatcom, Island, Snohomish and King

Counties and then pared down that list by selecting employers with a paramedic service population of 50% to 200% of the EMS. Based on this analysis, the Union came up with the following comparators; Whidbey General Hospital, Marysville (Snohomish Fire District No. 12), Snohomish Fire District No. 8, Snohomish Fire District No. 7, Snohomish Fire District No. 1 (Everett), Monroe (Snohomish Fire District No. 3), Everett Fire District, Shoreline Fire District and Redmond Fire District. According to the Union, either this grouping of nine (9) departments or a smaller grouping without the two (2) King County departments (Shoreline and Redmond) would be valid comparators based on assessed value, service population and geographic proximity. The Union contends valid comparisons with either of these groups would support its wage proposal.

Some but not all of the Union's proposed comparators are appropriate. The two (2) King County departments (Redmond and Shoreline) are not appropriate because they are part of the Seattle-Bellevue-Everett metroplex and thus do not operate in the same labor market as the EMS. Moreover, both are more than twice as large as the EMS in terms of number of uniformed personnel (EMS Exhibit 5-12). I have a similar problem with using the City of Everett and Snohomish County Fire District No. 1 (South Everett) as comparators. Both are significantly larger than the EMS in terms of uniformed personnel and both are part of the Seattle-Bellevue-Everett metroplex. Stated a little differently, both are urban departments as distinguished from the EMS and most of the other proposed

comparators, which are more rural. Finally, I am inclined to agree with the argument made by EMS that in view of its unique makeup (i.e., paramedic service) and funding mechanism, it is not appropriate to have comparisons based exclusively on assessed value and population. To the contrary, a more appropriate criterion for developing comparator departments is the size of each department. See, City of Camas v. IAFF, Local 2444 (Wilkinson, 2003).

In my view, the remainder of the departments suggested by the Union in its post hearing brief, i.e., Whidbey General Hospital, Snohomish Fire District No. 7 (Clearview), Snohomish Fire District No. 12 (Marysville), Snohomish Fire District No. 12 (Monroe) and Snohomish Fire District #8 (Lake Stevens) are appropriate as comparators because they are all relatively rural departments, they are all closer to the EMS in size and they are all geographically proximate. However, as will be discussed below, there is an issue of relative ranking with these departments because all but one are located in Snohomish County where the cost of living tends to be higher because of proximity to the Seattle labor market. Similarly, the cost of living tends to be higher in Island County than in Skagit County.

Not surprisingly, the methodology used by the EMS and the resulting set of comparables is very different than that of the Union. The EMS stayed within a 25-mile radius of Mt. Vernon because in its view there are more than enough

comparator departments in this area. Using department size and budget size as the relevant criteria, the EMS arrived at the following set of comparators; Snohomish Fire District No. 12 (Marysville), City of Mt. Vernon, Island Fire District No. 1 (Camano Island), City of Arlington, Whidbey Island General Hospital and City of Anacortes.

Two (2) of the comparators proposed by the EMS are also on the Union's list, i.e., Snohomish County Fire District No. 12 (Marysville) and Whidbey Island General Hospital. Clearly, these are appropriate comparators. As to the rest of the comparators proposed by EMS, I do not disagree generally with the proposition that given the unique structure of the EMS, department size is the most appropriate criterion for developing a set of comparator departments. However, a careful reading of the statute reveals that "department size" is not the only criterion the arbitration panel must consider. The statute also requires the arbitration panel to compare "like personnel." The "like personnel" requirement creates a problem in this case because many of the firefighters employed by the proposed comparators are not EMTs with ALS skills equivalent to those of the paramedics employed by the EMS. For instance, in 2004, the starting point for the new agreement, several of EMS' proposed comparators, i.e., Island Fire District No. 1 and Mt. Vernon, were not providing ALS transport services. Moreover, while the parties did not provide evidence with respect to the proportion of EMTs in other fire departments with ALS skills, it can be

reasonably assumed that Anacortes and Arlington have significantly fewer paramedics with these types of skills than the EMS. This makes for an apples and oranges comparison between departments in terms of department size.

Based on the foregoing, my approach will be to exclude the smaller departments, i.e., Island Fire District No. 1 and Anacortes with either no ALS capabilities or less ALS capability than the EMS. Consequently, from the comparators proposed by the EMS, I will use Snohomish Fire District No. 12 (Marysville) and Whidbey Island General Hospital, both of which are also on the Union's list as well as Arlington and Mt. Vernon. With respect to Mt. Vernon, I recognize that this department only recently hired several paramedics and became capable of providing ALS assistance. I also recognize that Mt. Vernon does not, except in unusual circumstances, transport patients requiring ALS assistance. On the other side of the coin, the reality is that Mt. Vernon is very comparable to the EMS in terms of department size, it is headquartered in the same community, it frequently responds to the same emergencies and it is subject to the same protocols. Under these circumstances, it is appropriate to use Mt. Vernon as a comparable department.

Based on the foregoing, the comparator departments I will use are; Snohomish Fire District No. 7 (Clearview), Snohomish Fire District No. 12 (Marysville),

Snohomish Fire District No. 3 (Monroe), Snohomish Fire District No. 8 (Lake Stevens), Whidbey Island General Hospital, Arlington and Mt. Vernon.

Having selected the comparator departments, a question remains as to the appropriate methodology for making wage comparisons. Suffice it to say, the methodologies suggested by the parties was as different as their choice of comparator departments. More specifically, the Union using a 12-year paramedic as a benchmark used an overall compensation approach comparing factors such as vacation hours, holiday hours, holiday pay and health insurance premiums to arrive at a total compensation figure. Conversely, the EMS, at least initially, limited its comparability data to hourly wage rates at each step of the salary schedule. Subsequently, the EMS submitted rebuttal data designed to show the amount it expended for such items as deferred compensation and social security contributions.

I understand and do not necessarily disagree with the Union's overall compensation approach to comparability. The problem, however, is that when performing an overall compensation analysis it is critical to make "apples to apples" comparisons. This is particularly difficult in a case like this, because the structure of the EMS is different than that of the fire departments it is being compared to. In my view some of the overall compensation comparisons in the Union data may be problematical to the extent they do not include items such as

premiums for holidays worked and deferred compensation. Under these circumstances, I will limit my comparisons to monthly wage rates for a twelve (12) year paramedic, including overtime pay, paramedic premiums and longevity pay. I will also consider health insurance premiums, but in the context of "other factors" traditionally taken into account in interest arbitration proceedings.

Using this approach to comparability, my comparisons reveal the following:

Agency	Base Monthly Pay - 12 Year Paramedic	Overtime	Paramedic Premium	Longevity 12 Years	Total Monthly Pay
Whidbey	\$6094.00	-	-	-	\$6094.00
Snohomish No. 7	\$5267.00	-	\$632.00	\$105.00	\$6004.00
Snohomish No. 12	\$4825.00	-	\$482.00	\$120.00	\$5427.00
Snohomish No. 3	\$5234.00	-	\$550.00	\$105.00	\$5889.00
Snohomish No. 8	\$5081.00	-	\$508.00	\$50.00	\$5639.00
Arlington	\$4745.00	-	\$474.00	\$60.00	\$5279.00
Mt. Vernon	\$4456.00	-	\$455.00	\$120.00	\$5031.00
Average					\$5623.00
Skagit EMS	\$4131.00*	\$1199.00	-	-	\$5330.00
					- 5.5%

*The 4131.00 base monthly pay for an EMS paramedic is calculated by taking the hourly salary of a Step 10 paramedic effective July 1, 2003 and multiplying by the average monthly hours of 185 as shown on Exhibit U-35. Under the current salary schedule - Appendix B, Step 10 paramedics (121-144 months) earn \$22.33 per hour. Step 12 paramedics (145-181 months) earn \$23.00 per hour.

The foregoing analysis reveals that in 2004, before any adjustments are made to the EMS salary schedule, bargaining unit paramedics are 5.5% below the average

of the comparator departments. This differential should not come as much of a surprise given the fact that at least three (3) of the comparator departments (Snohomish No. 8 - Lake Stevens, Snohomish No. 3 - Monroe and Snohomish No. 7 - Clearview) are influenced by the Seattle-Bellevue-Everett labor market and the higher cost of living in that area. Similarly, a fourth agency, Whidbey General Hospital, is located in an area with higher per capita incomes than Skagit County. What this means as a practical matter is that it is not necessarily appropriate for EMS wage rates to be on par with the average of the comparator departments. To the contrary, what is appropriate is for EMS paramedics to maintain a reasonable relative ranking among the comparator departments based on its size and location. In my view, this can be accomplished by awarding 3% wage adjustments in each year of the new agreement coupled with a modest amount of "catch up" in the first year.

(3) Cost of Living.

The cost of living as measured by the consumer price Index (CPI) is another of the statutory criteria routinely considered by interest arbitrators.

A review of available CPI figures using the Seattle-Tacoma-Bremerton CPI-U index shows that the 3% wage adjustments offered by the EMS meet or exceed available data. More specifically, the annual average for this index come in at

1.6% for 2003 and 1.2% for 2004. Moreover, the first half of 2005 came in at 2.7%. Consequently, even if 2005-2006 figures come in somewhat higher, the EMS offer of 3% per year easily satisfies this criterion. Moreover, it appears that the EMS offer meets or exceeds settlements among the comparator departments to the extent evidence of this information was presented to the arbitration panel.

On the other side of the coin, where, as here, the Union is contending that bargaining unit employees lag behind and “catch up” is needed, the cost of living should not be used as the only wage determinant. Stated a little differently, “catch up” based on the factor of comparability is the amount needed to bring bargaining unit wages up to the point they should be.

(4) Other Factors.

The statute specifically authorizes the arbitration panel to consider “other factors” traditionally relied upon as wage determinants in interest arbitration proceedings.

I will focus briefly on several other factors that are worthy of consideration.

The first such factor involves overall compensation and more specifically, health insurance. As previously indicated, I did not include overall compensation components in my comparative analysis at least in part because doing so would have resulted in “oranges and apples” comparisons. However, as the Union’s

counsel correctly observes, fringe benefits such as health insurance are most assuredly a portion of the total compensation received by bargaining unit paramedics. Consequently, even though it is true that health insurance is not at issue in this proceeding, it may nonetheless be considered in assessing the overall compensation package received by bargaining unit paramedics. Clearly, the EMS contributes less toward health insurance premiums than most, if not all, of the comparator departments. To be candid, I am not so much interested in what the EMS contributes toward health insurance as I am to what employees receive and what they have to pay out of pocket for full family coverage. Suffice it to say, the EMS provides a low cost plan with employee-only coverage. I will take this factor into consideration in making a wage award.

Another factor traditionally taken into consideration by interest arbitrators is the ability to recruit and retain employees based on conditions in the labor market. By all accounts, the EMS has been able to retain an experienced work force and has had no trouble hiring qualified applicants. This suggests that the EMS is paying a competitive wage in the local labor market.

One last issue involves the history of negotiations and more specifically, the “what if” package proposals that were exchanged during the mediation process. This evidence creates a dilemma for the arbitration panel because as the Union’s counsel correctly observes, after the fact consideration of settlement discussions

by an interest arbitrator tends to be destructive of the collective bargaining process. On the other side of the coin, as both parties correctly point out, the decision of the arbitration panel should reflect as much as possible the bargain the parties themselves would arrive at through negotiations. This being so, it would be inappropriate for the arbitration panel to completely ignore the "what if" package proposals that were exchanged during mediations both as to wages and other issues in dispute. However, in the final analysis the arbitration panel must base its decision on an application of the statutory criteria to the facts of this case even if the result is not the same as what was proposed during mediation.

(5) Summary

I have no intention of repeating what has already been discussed in considerable detail in the foregoing paragraphs.

Suffice it to say, as to ability to pay, while the funding resources of the EMS are somewhat limited and prudence dictates a conservative approach, it is in a position to pay competitive wage rates.

Without question, the most important criterion in this case is comparability.

Based on the comparators selected by the neutral arbitrator and the methodology for making wage comparisons, the evidence establishes that as of 2004 EMS

paramedics were approximately 5.5% below average. This disparity is exacerbated to some extent because the EMS provides a lower level of health insurance benefits to its paramedics than do other departments. On the other side of the coin, the disparity is not particularly surprising given the fact that some of the comparator departments are influenced by the higher income Seattle-Bellevue-Everett labor market.

In my view, the 3% annual wage adjustments offered by the EMS plus a “catch up” adjustment of 1.5% is sufficient to provide the EMS paramedics a reasonable relative ranking among the comparator group. This is particularly true in view of the fact that the 3% adjustments meet or exceed the cost of living and area settlements during the relevant time period.

D. Award.

(1) Effective July 1, 2004 increase all bargaining unit salaries by 4.5%.

(2) Effective July 1, 2005 increased all bargaining unit salaries by 3.0%.

(3) Effective July 1, 2006 increased all bargaining unit salaries by 3.0%.

ISSUE #2 - SICK LEAVE ACCUMULATION (SECTION 10.1)

Under the predecessor agreement, full-time paramedics accumulate sick leave at the rate of .0461 hours for each paid hour.

A. The Union

The Union proposes to increase the sick leave accumulator to a rate of 0.1154 hours for each paid hour.

Based on a 48-hour work week, the current rate of accrual is 9.6 hours per month. Under the Union's proposal, the accrual rate based on a 48-hour work week would increased to 12.9 hours per month.

The increase in the accrual proposed by the Union is supported by the factor of comparability. More specifically, for area employers with population and assessed valuation between 50% and 200% of the EMS, the average accrual rate is 14.5 hours per month or 51% above the EMS. Even if the King County departments, i.e., Shoreline and Redmond, are excluded, the average of the comparators is still 13.3 hours per month or 39% above the EMS.

B. EMS

EMS' proposes to retain current contract language with respect to sick leave accrual rates.

EMS proposal to retain the sick leave accrual rate embodied in Section 10.1 of the predecessor collective bargaining agreement is more than fair to bargaining unit paramedics. Significantly, this language, which was negotiated by the parties only three (3) years ago, increased sick leave accruals from 48 hours to 115 hours per year. It was acceptable to the Union in mediation and should still be acceptable today because it fulfills the stated intent of the parties to retain benefits the paramedics enjoyed when they were employed by AHS. Moreover, paramedics employed by EMS already have ample time off through the work schedule (5-24 hour periods of scheduled time off in each work week, 11.6, 24 hour shifts off a year for annual leave coupled with other leaves such as family medical leave, military leave, bereavement leave and jury leave. Moreover, as a practical matter, bargaining unit paramedics are not using all of the sick leave they accrue. Providing more sick leave accrual will result in more overtime costs for the EMS and it will create coverage problems. The comparability data provided by the Union is fatally flawed because it compares firefighters to EMS paramedics when they work completely different schedules. Interestingly, the only two (2) comparators proposed by the Union that employ only paramedics, i.e., Whidbey General Hospital and King County, actually support EMS' argument. Finally, the fact that EMS paramedics unlike

firefighters accrue overtime when they are on sick leave make this an extremely costly benefit.

C. Discussion

The Union's proposal to increase the sick leave accrual rate of bargaining unit paramedics will not be awarded.

The evidence established that the parties already negotiated a generous increase in sick leave accrual rates that improves the benefit they previously received as employees of AHS. Moreover, I concur with EMS' argument to the effect that the Union's comparability data are flawed to the extent paramedics who work 48-hour shifts with 8 hours of overtime per shift are being compared to firefighters who are exempt from overtime. Significantly, the two (2) comparators that employ paramedics only, i.e., King County and Whidbey General Hospital, actually support the position of EMS.

D. Award

Reject the Union's proposal.

ISSUE #3 - PART-TIME ANNUAL LEAVE (SECTION 9.3)

Under the terms of the predecessor agreement, “annual leave pay shall be the amount which the paramedic would have earned had the paramedic worked his/her regularly scheduled hours during the annual leave period.”

A. The Union

The Union proposes to amend Section 9.3 to read as follows:

“Part-time annual leave pay shall be the amount which
The paramedic would have earned had the paramedic worked
his/her average hours worked during the annual leave period.”

According to the Union, the present system is unfair and should be modified as the Union proposes. More specifically, the EMS expects part-time paramedics to work additional unscheduled shifts, typically two (2) each week, so that they normally work an average of 40 hours or more per week. However, since these so called part-time paramedics are only pre scheduled for one (1) shift per week, EMS is refusing to permit them to use vacation and sick leave benefits in amounts greater than their pre scheduled hours in any week. Moreover, past practice supports the Union’s position. In this regard, under AHS, part-time paramedics were permitted to use their accrued leave benefits as if they were scheduled for 48 hours a week. To deny them this same benefit now is a

violation of the understanding between the parties to bring all bargaining paramedics, including part-timers, over “whole” from AHS. Specifically, the Union seeks an award whereby part-time paramedics are permitted to use their annual leave benefits in the same amount as their average paid hours in weeks in which they performed work during the prior 12 months. Thus, for example, if a part-time paramedic performed work in 39 weeks during the past 12 months and was paid for an average of 42 hours in those 39 weeks, that paramedic would be permitted to use up to 42 hours of accrued vacation in a week.

B. The EMS

EMS opposes the Union’s proposal to amend current contract language.

As Union witness Moser candidly acknowledges, the Union’s proposal is a contract interpretation issue that is being presented in an interest arbitration proceeding. More specifically, the Union insists that past practice from the time the paramedics were employees of AHS supports its interpretation of current contract language, i.e., that annual leave for part-time paramedics should not be based on the number of hours they are scheduled to work in a particular week. The Union’s proposal flies in the face of current contract language defining a part-time paramedic as someone “who is regularly scheduled to work less than forty-eight (48) hour within a seven (7) day period” - Article 5.3. It is also clearly contrary to current contract language whereby annual leave is based

on the number of hours a paramedic is “regularly scheduled” to work - Section 9.3. If this is a legitimate contract interpretation issue as the Union contends, it should be resolved through the grievance arbitration process, not in interest arbitration.

There are other problems with the Union’s proposal. First, the proposal, if adopted would create a windfall for full time paramedics under the guise of a proposal benefitting part-time paramedics by increasing the amount of vacation leave they could take. Second, it is at least unclear how the Union’s proposal is supposed to work and how it could be implemented. In this regard, the Union noted for the first time during the arbitration hearing that its proposal was to be administered on an individual basis, but did not offer a clue as to how the term “average hours” is supposed to be measured.

C. Discussion

The Union’s proposal with respect to part-time annual leave will not be awarded. As EMS correctly observes, the crux of the Union’s argument is based on an alleged past practice, i.e., a contention that while employed by AHS part-time paramedics were permitted to take annual leave and sick leave in a manner consistent with what it is now proposing. Thus, according to the Union, the contract language should be interpreted in accordance with this alleged past practice. The obvious problem with this argument is that it is an attempt to litigate a grievance arbitration dispute in an interest arbitration proceeding.

On the merits of the Union's proposal, I concur with several points made by EMS. First, even assuming the past practice was as the Union contends, the fact remains that when the transition was made from AHS to EMS, the negotiating parties made a conscious decision to place Section 9.3 in the new agreement. This suggests to me that they intended to limit part-time annual leave hours to conform to "regularly scheduled" hours. Second, it is far from clear to me how the Union's proposal would be applied in terms of measuring "average hours worked." At a minimum the parties should negotiate as to how such hours would be measured if such is their mutual intent.

D. Award

Reject the Union's proposal

ISSUE #4 – PART-TIME SICK LEAVE USE (SECTION 10.4)

The last sentence of Section 10.4 of the predecessor agreement ties sick leave pay to regularly scheduled hours.

A. The Union and EMS

The Union makes the same proposal with respect to part-time sick leave use that it did for part-time annual leave.

EMS proposes to retain current contract language.

The arguments of the parties with respect to this proposal are the same as they were for part-time annual leave.

C. Award

Reject the Union's proposal.

ISSUE #5 – DURATION AND RENEWAL (SECTION 22.1)

Section 22.1 of the predecessor agreement is as follows:

“22.1 Duration and Renewal. This Agreement shall become effective on the first day after all parties have signed this Agreement, or upon the termination of the Agreement between IAFF and EMS, whichever occurs later, and shall continue in full force and effect through and including June 30, 2004. The parties specifically acknowledge and agree that none of the provisions of this Agreement nor their obligations upon impasse shall be covered by RCW 41.56.123(1).”

A. EMS

EMS proposes to retain current contract language intact but change the ending date to December 31, 2006.

The Union’s proposal presented 14 days prior to the arbitration hearing is incomplete as to contract language except to propose a 36 month agreement, which it amended at hearing to a 30 month agreement. Since there is no stated intent on the Union’s part to amend current contract language, the Union cannot raise this issue after the fact. Consequently, the Union cannot now raise the issue of retroactivity for anything other than agreed upon retroactive wage adjustments.

B. The Union

The Union agreed at hearing to a 30 month agreement expiring on December 31, 2006. The Union wants full retroactivity for all economic provisions but it did not propose specific contract language.

According to the Union, the current contract language proposed by EMS should be rejected for several reasons. The Union contends that EMS is proposing to penalize its members for delays in the bargaining process by objecting to full retroactivity for economic proposals such as increased accruals on sick leave and annual leave. Moreover, the arbitration panel should delete language from the duration provision that no one, including EMS, can understand. More specifically, no one understands the phrase "or upon the termination of the agreement between the IAFF and EMS, whichever occurs later." Consequently, this wording should be deleted. The same can be said for the last sentence of the "Duration" provision.

C. Discussion

I concur with the Union's contention that some of the language contained in the existing "Duration and Renewal" provision is ambiguous, at best. I will rewrite the provision to make it more clear.

Leaving aside the technical arguments of EMS, the overriding difference between the parties appears to involve the Union's contention that its economic proposals, i.e., sick leave accruals, part-time sick leave use and part-time annual leave accruals should be made retroactive. Since none of these proposals were awarded, this is a non issue. However, I will draft language making the contract effective upon signing that will take care of the retroactivity issue as to all economic benefits except those specifically made retroactive, i.e., wages, in the new agreement.

D. Award

Amend Section 22.1 – "Duration and Renewal" to read as follows:

"22.1. Duration and Renewal. This Agreement shall on the first day after all parties have signed and shall continue in full force and effect through and including December 31, 2006. It shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing, at least 90 days prior, that it desires to modify the Agreement."

Respectfully submitted this day of December, 2006.

George Lehleitner
Neutral Arbitrator

Arbitrator Douglas Ferguson

I concur

I dissent

Arbitrator Paul Harvey

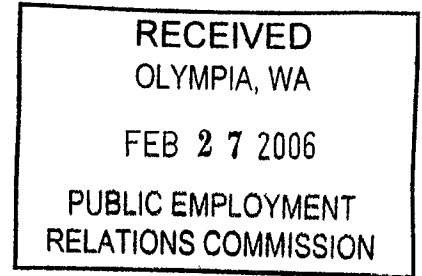
I concur

I dissent

FOOTNOTES

1. Several other items were included in the Union's "what if" package proposal of November 5, 2004 and the response of EMS. These items involved Uniforms, Posting, Past Practices, Management Rights and Continuing Education. All of these issues were subsequently resolved and are not before the arbitration panel.

George Lehleitner - Arbitrator
4702 S.W. Scholls Ferry Road, #334
Portland, Oregon 97225
(503) 292-1419



February 23, 2006

Ken Latsch
Washington Employee Relations Commission
P.O. Box 40919
Olympia, WA 98504

Ken,

Enclosed a copy of my award in the Skagit County case.

I apologize for neglecting to send it at the time it was first issued.

Very truly yours,

A handwritten signature in cursive script that reads "George Lehleitner". The signature is written in black ink and has a long, sweeping tail that extends to the right.

George Lehleitner
Arbitrator

Enclosure