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FACTFINDING

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STATE EMPLOYMENT RELATIONS BOARD (OHIO) (SERB)

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UNITED MINE WORKERS OF AMERICA	)	CASE NO.- 01-MED-10-1001
DISTRICT 6	)	HEARING: OCTOBER 3, 2002
AND	)	REPORT: OCTOBER 15, 2002
GALLIA COUNTY EMERGENCY MEDICAL	)	
SERVICES	)	

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APPEARANCES

UNION

H. BABE ERDOS, INTERNATIONAL EXECUTIVE BOARD MEMBER, UNITED  
MINE WORKERS OF AMERICA (UMWA), DISTRICT 6, PRESENTING  
ORLEY VORE, STAFF REPRESENTATIVE, UMWA, DISTRICT 6, ASSISTING  
FRANCIS A. WAUGH, JR., LOCAL PRESIDENT

IN ATTENDANCE BY REQUEST

LARRY M. BETZ, AUDITOR, GALLIA COUNTY  
KAREN BROWNELL, DEPUTY AUDITOR

EMPLOYER

KENNETH L. EDSALL, ATTORNEY, CLEMANS NELSON & ASSOCIATES,  
PRESENTING  
TERRY L. REED, DIRECTOR, GALLIA COUNTY EMERGENCY MEDICAL  
SERVICES  
KAREN SPRAGUE, ADMINISTRATOR, GALLIA COUNTY

## BACKGROUND

Gallia County is located in southeastern Ohio on the west bank of the Ohio River. It is bordered on the northeast by Meigs County; on the south by Lawrence County; on the west by Jackson County and on the northwest by Vinton County. The City of Gallipolis is the County seat.

The County and the United Mine Workers of America International Union (UMWA) and its District 6 are Parties to a COLLECTIVE BARGAINING AGREEMENT (CBA) covering the period January 1, 1999 - December 31, 2001. The bargaining unit is comprised of Nine (9) Medics; two (2) Emergency Medical Technicians (EMT); one (1) Office Clerk; and thirty (30) Part Time employees.

Under the Ohio Revised Code (ORC), Section 4117.14 (C)(3) the Undersigned was notified by Letter from Bureau of Mediation Administrator Dale A. Zimmer, dated November 30, 2001, that he had been selected as the Factfinder. Both Parties were contacted promptly. Initially the Parties agreed to an extension of thirty (30) days. Subsequently they agreed to a series of extensions. under Section 4117.9-05 (G) of the Ohio Revised Code. In late September, 2002 the Factfinder was contacted and was advised the Parties desired to set a Hearing. On September 20, 2002 the Hearing was scheduled for Thursday, October 3, 2002, at the EMS Offices, 1255 State Route 160, Gallipolis, Ohio. Mediation was unsuccessful. The Parties were advised the Factfinding Report would be issued consistent with the requirements of the ORC.

The Mine Workers and Management began meeting November 11, 2001 to attempt to negotiate their LABOR AGREEMENT. Between November 11, 2001 and March 25, 2002 they met on eleven occasions, to include March 25. Two of these meetings involved mediation with a State Mediator. On November 25, 2001 they agreed there would be no changes in Articles 1, 3, 5, 6, 7, 9, 13, 16, 18, 19, 20, 21, 22, 23, 26, 27, 29, 30, 31, 32, 33, 39, and 45. Proposals and counter proposals were made. On November 20, 2001 tentative agreement was reached on Articles 2, 4, 8, 11, 12, 14 and 15. On November 29, 2001 the Parties reached tentative agreement on the remainder of the Articles. The Local Union voted April 5, 2002 and rejected the CONTRACT.

From April 5, 2002 forward the Parties met and communicated by telephone. In spite of extended efforts no agreement could be reached on Article 43, WAGES.

#### DISCUSSION

Through discussions with the Parties prior to the Hearing the Factfinder was aware WAGES remained the only issue. Background information was provided prior to the Hearing. By mutual agreement the Employer proceeded. Counselor Edsall gave an opening statement. Pursuant to the ORC, Section 4117-9-05(F) Management submitted a number of Documents to include:

AGREEMENT between UNITED MINE WORKERS OF AMERICA and GALLIA COUNTY EMERGENCY MEDICAL SERVICE and the COUNTY of GALLIA, OHIO, January 1, 1999-December 31, 2001

"TENTATIVE AGREEMENTS" /s/ Ken Edsall (FOR THE EMPLOYER): Babe Erdos (FOR THE UNION)

The Articles in which tentative agreement was reached appear supra, p. 3, and need not be repeated. In addition, the Parties signed-off on a NEW ARTICLE entitled APPLICATION OF CIVIL SERVICE.

Tab 7 of the Employer's Submissions is entitled Financial Documentation. It includes two Documents; "EMS ANALYSIS 2002" and "EMS RECEIPTS & EXPENDITURES FROM 1/1/02 thru 9/30/02." Karen Sprague, County Administrator, explained the Documents thoroughly.

Tab 8 is entitled "Supporting Documentation." It includes a Statement (8-1) which reviews financial Data, authored by Terry Reed. Tab 8-2 is entitled, "Gallia County Emergency Medical Service Run Breakdown for the year End 1999." Tab 8-3 carries the same title for the year 2000, and Tab 8-4 has the same title for the year 2001. Tab 8-5 covers the Run Breakdown by month for 2002. Tab 8-6 is entitled Run Volume for year by Month for the years 1999, 2000, 2001 and 2002. Tab 8-7 shows the Runs for 1999, 2000, 2001 and 2002 graphically. EMS Director Terry Reed explained the Documents.

During the presentations Ms. Sprague and Mr. Reed responded to questions from Mr. Erdos and the Factfinder. Both were receptive to questions and gave clear and detailed explanations of the data.

Mr. Erdos opened for the Union. He discussed the history of the 2001-02 bargaining. He noted \$11,000.00 had been placed in the EMS Budget for wage increases for the Bargaining Unit. The Union entered as its Exhibit No. 1 a copy of the January 10, 2002 minutes of the Gallia County Commission. The minutes state in pertinent part:

RESOLUTION FOR SALARY INCREASES FOR 2002

"Skip Meadows entertained the following motion with regard to salary increases for 2002:

To give county employees, under the employ of County as if 1/1/2002, except employees under a collective bargaining agreement or having a certified exclusive representative under ORC 4117.1, a \$0.25 per hour raise retroactive to the first pay in January, 2002.

For those departments outside of county general, if the allocation of raises to your office/department employees depends on what is done by the County Commission, and if you have adequate funds available in your budget to cover the above approved raise, you may do so at your discretion at this time. Please be sure to consider the salary related line items, Worker's Comp., Medicare, PERS, when making this decision.

However, the ultimate decision regarding distribution of the above approved raises to all county employees, under both County General and other funds, is at the discretion of each elected official.

The amounts to be appropriated to departments salary and salary related line items for this raise will be included in the Final 2002 Annual Appropriation Resolution. Total amount of this raise equals \$29,917 for the County General Fund and \$11,000 for the EMS Fund.

Shirley Angel made and Bill Davis seconded this motion. Upon roll call votes were as follows: Skip Meadows, yea; Bill Davis, yea; Shirley Angel, yea." at

The Union emphasized the need for an increase, noting that in 1999 the Local gave up a fifty cents (50¢) per increase in exchange for a new scheduling system.

Auditor Betz reviewed financial data and compared the EMS financial data. He found no discrepancies and validated the credibility of the data. Deputy Brownell also made observations and responded to questions, along with Auditor Betz. She explained in detail that appropriations are "paper money" and are not budgeted funds.

#### FINAL WAGE OFFER

EMPLOYER (FROM TAB 6, WAGES, QUOTED AS WRITTEN, Tentatively agreed-to March 25, 2002 by Babe Erdos (FOR THE UNION) and Ken Edsall (FOR THE EMPLOYER)

"Wages 25¢ across the board effective 4/1/02

effective Jan. 1, 2003 - implement a 2% PERS fringe benefit pickup

effective Jan. 1, 2004, implement a 1½% PERS fringe benefit pickup

effective July 1, 2004 - implement a 1½% PERS fringe benefit pickup

UNION Wages 25¢ per hour for each member of the bargaining unit, effective January 1, 2002.

Wage re-opener for the years 2002 and 2004.

(THE MINE WORKERS AND MANAGEMENT AGREED UPON THE DURATION OF THE LABOR AGREEMENT; January 1, 2002 - December 31, 2002.)

## SUMMARY

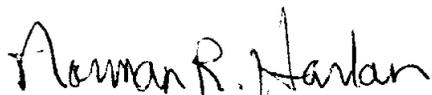
Management argued inability to pay. It presented financial data showing its income has fallen short of projections by \$181,486.80 (one hundred eighty one thousand four hundred thirty six dollars and eighty cents). This shortfall is due to the drastic decrease in revenue generated by Runs. The financial data supplied by EMS is consistent with the financial information developed by the Auditor's office. Because of the drastic decrease in Run Fees, the Service was required to use the \$11,000.00 (eleven thousand dollars) budgeted by the County Commission at its January 20, 2002 meeting. See supra, p. 5. An in-depth discussion took place during the Hearing to determine if the Service had within its means a way to add dollars to its budget. The Factfinder explored increasing the Fees. The Service does not have the authority to increase Run Fees. Fees are established/controlled by Statute and/or the Gallia County Commission. The specific shortfall of \$181,000+ is consistent with the EMS Data and the Auditor's Data. It is understandable that the Union sought confirmation of the EMS Data. However, Management's evidence is conclusive it could not afford the luxury of holding the \$11,000 budgeted by the County Commission in escrow. The evidence is also conclusive it could not simply transfer money from some line item account. Management's argument that it cannot make its Wage offer retroactive without making severe cuts elsewhere is credible; i. e., retroactive prior to its offer of April 1, 2002.

RECOMMENDATIONS

The Employer supported its inability-to-pay defense with unrefuted testimony and documentary evidence. Management's FINAL OFFER, made at the Hearing October 3, 2002, is the same as the Offer made March 25, 2002, supra, p. 6. It is repeated below.

**Wages 25¢ across the board effective 4/1/02**  
**effective Jan. 1, 2003 - implement a 2% PERS**  
**fringe benefit pickup**  
**effective Jan. 1, 2004 - implement a 1½ PERS**  
**fringe benefit pickup**  
**effective July 1, 2004 - implement a 1½% PERS**  
**fringe benefit pickup**

The Factfinder strongly recommends that the above offer by the Service be accepted since the evidence clearly shows the Gallia County Emergency Medical Service does not have the ability to increase its offer.



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Norman R. Harlan, Factfinder

Steubenville, Ohio

October 15, 2002