

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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In the Matter of The
Fact Finding Between:

Before Arbitrator
James E. Rimmel

Ohio Patrolmen's Benevolent Association
911 Telecommunicators

Case No. 05-MED-07-0768

And

Heard: 29 December 2005
New Philadelphia, Ohio

The Tuscarawas County Sheriff

Issued: 9 January 2006

APPEARANCES

For OPBA:

Joseph M. Hegedus, Esq.

For the Sheriff:

Michael L. Seyer, A.M.
Clemans, Nelson & Associates, Inc.

BACKGROUND

This matter comes on for fact finding following impasse in negotiations over a successor Collective Bargaining Agreement covering seventeen (17) 911 Telecommunicators for Tuscarawas County, Ohio. While the parties were quite successful in their good faith efforts to consummate a successor Collective Bargaining Agreement, there remains at impasse a single issue, to-wit: wages. Having reached impasse in accord with Ohio's 1983 Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, the matter was set down for hearing before the undersigned fact finder. At hearing, both parties were provided opportunity to proffer argument and evidence with both availing themselves to such.

This matter was taken under advisement wherein the respective arguments and proffered evidence were considered in conjunction with the following criteria:

1. Past collective bargaining agreements, if any;
2. Comparison of the unresolved issues submitted relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted through voluntary collective bargaining, mediation, fact finding, or other impasse resolution procedures in the public service or in private employment.

Now, under the Agreement that expired as of 11:59 p.m. on 1 October 2005, full time bargaining unit employees were compensated in accord with the following hourly rate(s) of pay:

Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
\$11.21	\$12.97	\$13.23	\$13.70

It is the issue of what the afore rate(s) should be over the term of a new three (3) year agreement which is at impasse and now before me as Fact Finder. Collateral to this issue is the question of whether the rate differences in Steps are appropriate so as to promote the underlining objective of employee retention.

OPBA POSITION

For the forthcoming contractual term, a term retroactive to 2 October 2005, OPBA proposes the following wage adjustments, adjustments representing a 4% annual increase or 12+% over the term:

ARTICLE 26 - WAGES

Section 1. Effective October 2, 2005, full-time bargaining unit employees shall be compensated in accordance with the following hourly rate(s) of pay:

Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
\$11.66	\$13.49	\$13.76	\$14.25

Effective October 2, 2006, full-time bargaining unit employees shall be compensated in accordance with the following hourly rate(s) of pay:

Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
\$12.12	\$14.03	\$14.31	\$14.82

Effective October 2, 2007, full-time bargaining unit employees shall be compensated in accordance with the following hourly rate(s) of pay:

Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
\$12.61	\$14.59	\$14.88	\$15.41"

OPBA argues this record cogently demonstrates there is no issue concerning this Employer's

ability to pay, referencing specifically general fund balances in excess of \$13 million, as well as cash fund balances of between \$4 and \$5 million. It emphasizes while this Employer has been apparently successful in managing taxpayers monies over the years, that which is being sought here is not significant in the overall picture of fiscal management. Likewise, it contends examination of comparable 911 Centers clearly show that local bargaining unit employees are paid, on average, less than their counterparts.

OPBA argues also that an examination of CPI data, reported economy news, etc., clearly indicate the requested 4% annually is not excessive and is designed to maintain a certain standard of living vis-a-vis the rate of inflation. As for that received by the Deputies and Corrections Officers, OPBA argues while such was equivalent to a 3% each year, that 3% represented an average increase of 51¢ per year as compared to the 42¢ or less being previously/now offered by the Employer. As such, it contends this unit simply would be falling further behind those they work with should the current proposals of Management be adopted. This, according to OPBA, is simply inappropriate and unfair, especially in light of the close working relationships that exist between the various units within the Sheriff's Department.

OPBA argues further there cannot be any question as to the sophistication of 911 personnel, the work demands placed upon them and their present ability to perform in a multitude of areas while dealing with multiplicity of problems and circumstances. It emphasizes that in addition to dispatching for twenty-one (21) fire departments, thirteen (13) police departments and three full-time EMS units 911 Center personnel are required to address paperwork demands associated with the processing of warrants and other matters, as well as provide medical assistance via the phone under an EMD program, a program that requires approximately six weeks of special training.

OPBA requests its wage demands be recommended by me to the parties.

SHERIFF'S POSITION

The Sheriff argues that appropriate comparable data taken from contiguous counties to Tuscarawas, save for Stark County which is much larger in population and activity, cogently demonstrate that being offered by Management in the way of a three, two and two percent increase over a term of a new successive collective bargaining agreement is reasonable and appropriate. It

contends the Union's reference to what was recently allegedly negotiated with the Deputies and COs is simply not properly before me, having not been approved by the County's legislative authority. It emphasizes that my report would become public record and the publication of these data within this report would be contrary to negotiation restrictions under the Act.

The Sheriff argues further while the management of this department and county affairs has yielded certain surpluses not typically available within counties throughout the State of Ohio such stewardship should not serve to penalize Management. It emphasizes that further example of appropriate stewardship has been this Employer's ability to refrain from increasing health insurance co-payments provided for under various collective bargaining agreements. It notes these agreements call for co-payments of up to \$60 per month, the rate has been maintained over the years notwithstanding this ceiling at \$7.92 until this past year when it was increased to \$35 per month, still considerably under the \$60 cap. As for the population comparables proffered by OPBA, the Sheriff contends such simply are not a proper measure of what is available to those in and about Tuscarawas County seeking other employment opportunities while residing within the county. As such, it contends the comparisons it proffered are far more relevant.

Turning to the observations of OPBA relative to the status of certain 911 Units in surrounding counties, the Employer contends such were merely opinion and not premised upon any factual evidence. In any event, it contends that proffered by the Sheriff at this fact finding with respect to wages over the term of this successor collective bargaining agreement is reasonable, appropriate and should be adopted by me.

RECOMMENDATION

Effective October 2, 2005, full-time bargaining unit employees shall be given an increase in their hourly rate(s) under Article 26 of the parties' Agreement three percent (3%).

Effective October 2, 2006, full-time bargaining unit employees shall be given an increase in their hourly rate(s) under Article 26 of the parties' Agreement of three percent (3%).

Effective October 2, 2007, full-time bargaining unit employees shall be given an increase in their hourly rate(s) under Article 26 of the parties' Agreement of three percent (3%).

Additionally, the listed hourly rates for full-time bargaining unit employees with two and three years of service shall be increased effective October 2, 2005 by twelve and one-half (12 1/2) and twenty-five (25) cents respectively

RATIONALE

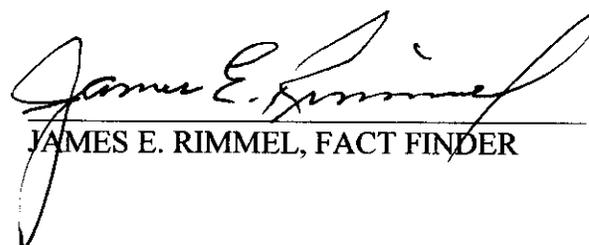
While it is true this County is somewhat unique with its positive fund balances, that reality does not, per se, statutorily require employees to receive a wage increase, even employees apparently as competent as these 911 Telecommunicators. Put simply, an Employer's ability to pay and deal with the "effect of the adjustments on the normal standards of public service" is but one of the criteria that must be weighed in these matters.

Now, both parties proffered at hearing what they believed were appropriate comparisons for my consideration, the Union exhibit being premised upon population and the Sheriff on location. While these proffers were considered they simply do not allow for any conclusion as to which may be viewed as similar to the Tuscarawas Sheriff's 911 Center. No comparative call data, equipment analysis, organizational structure or similar information was provided by either party. Simply put, I cannot just assume that all who are called 911 Telecommunicators have the same responsibilities/demands or their surrounding conditions are the same.

Now, this record does demonstrate a recent history of other bargaining unit personnel being awarded annual increases of three percent (3%) over multiple year agreements both in and outside of the Sheriff's Department. And, while the Employer contends any reference to negotiated increases for deputies and correction officers is premature and inappropriate, the fact of the matter is such has already appeared in local media and what is on the table. In any event, in making the afore recommendations a percentage parity is maintained. It also keeps these employees at an earnings level above the per capita personal income level for Tuscarawas County.

It is true, as the Union argued, recent CPI data indicates an upward trend in consumer costs, but that being recommended here exceeds, on average, actual CPI increases for 2002, 2003 and 2004, i.e., 1.6, 2.4 and 3.3 percent. In any event, neither the Sheriff nor the Union should object to the

recommended parity increases. As for the recommended step increases they are intended to promote employee retention and are akin to the equity adjustment award under the Sheriff's recently negotiated agreement with Correction Officers.


JAMES E. RIMMEL, FACT FINDER