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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

MADISON COUNTY EMERGENCY MEDICAL DISTRICT,

Employer,

-and-

Case No. 13-MED-09-0949

MADISON COUNTY EMERGENCY MEDICAL PROFESSIONALS,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 4532,

Employee Organization.

FACT-FINDING

Philip H. Sheridan, Jr., Fact-finder

Issued: June 30, 2014

Bill Long, Vice President
Madison County Emergency Medical District
40 E. Center St.
London, Ohio 43140
longsrp@aol.com

For The Employer

Russell E. Carnahan, Esq.
Hunter, Carnahan, Shoub, Byard & Harshman
3360 Tremont Road, 2nd Floor
Columbus, Ohio 43221
rcarnahan@hcands.com

For The Employee Organization

STATEMENT OF THE CASE

The parties, the Madison County Emergency Medical District, represented by Bill Long, Vice President, and the bargaining unit, the Madison County Emergency Medical Professionals, IAFF, Local 4532, including 9 Emergency Medical Technician-Paramedics (Medics), represented by Russell E. Carnahan, Esq., have entered into negotiations for a successor contract to the contract that expired December 31, 2013.

The parties met and bargained in good faith with a number of meetings between the parties. The parties without dispute, or through negotiation, reached tentative agreement on current language or changes in the collective bargaining agreement. Issues remain in two articles of the agreement.

Pursuant to R.C. §4117.14 and Admin. R. 4117-9-05, the State Employment Relations Board appointed Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, as fact-finder.

The parties agreed to a fact-finding hearing on June 3, 2014, and the meeting was convened at 10:00 a.m. at the Madison County Emergency Medical District's office. In addition to the representative, Jim Moran, Committee Chairman, and Robert Olwin, Chief, appeared at the hearing on behalf of the district. In addition to their representative, Joshua Carney, Dustin McCoy and Zachary Antle appeared on behalf of the bargaining unit. The parties and the fact-finder discussed the procedure to be followed by the parties. The parties agreed to issuance of the fact-finding on June 30, 2014.

After an attempt at mediation the parties agreed that the remaining issues were not amenable to additional mediation. The parties submitted the matter upon testimony, statements, documents, and arguments presented to the fact-finder.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current (expired) contract, the articles that are unchanged or have been resolved, the unresolved articles, and each party's proposal on the unresolved issues.

In issuing this fact-finding report, I have given consideration to the provisions of R.C. Chapter 4117 and, in particular, the criteria contained within Admin. R. 4117-9-05(I).

THE POSITION OF THE PARTIES AND RECOMMENDATIONS

Article 17 Wages, Section 17.2 Wages

The District's position: The District proposes no wage increases for 2014, 2015 or 2016. The employer argues that the doubtful financial condition of the local economy, coupled with its generous seven and one half percent increase over the course of the last collective bargaining agreement makes an increase unsustainable. Comparables from the surrounding community show other bargaining units receiving substantially less in that period. The District must control and limit costs in wages, the largest portion of its budget, by far. Compared to other medic only operations, the District pays more than the other three contained in the bargaining unit's comparables.

The bargaining unit's position: The bargaining unit proposes a "market adjustment" wage increase of 6%, effective January 1, 2014, a wage increase of 3% effective January 1, 2015, and a wage increase of 3% effective January 1, 2016. The bargaining unit members have historically served as a training ground for other higher paying medic positions with

surrounding communities. The continuous loss of capable, experienced and ambitious employees is not good for morale or for the operation of the District as a whole. It appears that the trend toward increased medic runs will continue with the contracts bid by the District. The District was able to pay \$450,000 for new equipment from its operating budget in 2013, and has significant fund balances beyond that required for prudent operation of the district. The District's revenues are increasing, and its budget shows a decrease in expenditures.

Discussion and recommendation: The parties have been closer to settling their differences and reaching an agreement during these negotiations, and their positions were closer to one another than their current fact finding positions. However, it appears that the employer has the ability to fund a pay increase, and despite the hard times experienced by the area, my recommendations are consistent with historic raises and the apparent trend upward in the area and the state's economy. Most persuasive is the size of the carry over balance enjoyed by the District. Whether it is 75% or 90% of the annual operating expenses, it is substantially higher than the 16% recommended for prudent budgeting. However, I am not in favor of "market adjustment" or "catch-up" provisions because there are too many variables in what the parties might or might not have done in the past to bring them to their current positions.

In addition to the comments above, I considered the information provided to me by both parties and am making my recommendation after consideration of the statutory and administrative requirements provided in Chapter 4117 of the Revised Code.

I recommend a 3% across the board wage increase effective upon the ratification of the contract retroactive to January 1, 2014, a 3% across the board wage increase effective January 1, 2015, and a 3% across the board wage increase effective January 1, 2016.

Article 17 Wages, Section 17.3 Longevity

The District's position: The employer proposes elimination of the longevity provision in the collective bargaining agreement. The provision could amount to a significant increase in expenditures for the District in its current form, which provides a 1% addition to the base wage for each year of service after the 5th year. Current management believes it is too generous, the City of London has eliminated it in one of its collective bargaining agreements, and the bargaining unit has been unresponsive to the employer's proposals to cap it and not offer it to new hires.

The bargaining unit's position: The bargaining unit proposes current contract language. Longevity is one of the few benefits in the collective bargaining agreement that might support increased retention.

Discussion and recommendation: According to the parties, the longevity provision has been in the collective bargaining agreement since its inception. The bargaining unit provided a list of bargaining unit members who have left the District's employ to seek other employment, and provided testimony, without dispute, that the pay and benefits are better in many surrounding communities that offer EMS services. The most senior medic has 12-years' service. I do not see an immediate problem in need of correction through the fact finding and conciliation process. I recommend current contract language.

Article 28, Insurance, section 28.1 Medical

The District's position: The District proposes increasing the bargaining members' share of the premiums for the managed care medical insurance it offers to them to 20% from the current 10%. The District argues that medical insurance premiums are volatile and have consistently increased with the exception of the most recent contract in which the Chief was able to negotiate a substantial decrease in rates. The 20% co-pay is consistent with the amount paid by similar employees in comparable communities.

The bargaining unit's position: The bargaining unit proposes decreasing the 10% co-pay to zero. The employer already supplies substandard medical insurance for its employees by not offering family coverage. The members would be more likely to consider some increase if the District offered the additional coverage.

Discussion and recommendation: There is some support still in safety force contracts for health insurance to be completely borne by the employer, and there are current agreements that support 20% co-pay, but again, this issue does not appear to be supported on either side by a specific problem in need of correction. I recommend current contract language.

CONCLUSION

I recommend that the parties adopt the unchanged articles and the tentative agreements reached by them. The parties cooperated in presenting their positions to me and in dealing with one another. The courtesy and professional behavior was evidence of the good relations between the parties. Good faith bargaining does not necessarily lead to agreement, but I encourage the parties to continue to bargain in good faith even if they are unable to agree on my recommendations.

Respectfully submitted,

PHILIP H. SHERIDAN, JR.
Fact-finder
S.C. #0006486
915 South High Street
Columbus, Ohio 43206-2523
614-445-0733
philsheridan@ameritech.net

CERTIFICATE OF SERVICE

A copy of the foregoing Fact-Finding Report was served by email this 30th day of June, 2014, to the principal representatives of the parties, and to the State Employment Relations Board.

PHILIP H. SHERIDAN, JR.