

SERB FACT-FINDING
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
AND
ATHENS COUNTY COMMISSIONERS

SERB CASE: 2015-MED-10-1092
HEARING HELD ON THE ABOVE MATTER
MARCH 1, 2016

BEFORE JACK F. BUETTNER
SERB FACT-FINDER

PRINCIPAL ADVOCATE FOR THE OPBA

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PRESENT AT THE HEARING FOR THE UNION:

Mark Volcheck, OPBS Attorney
Teresa Fouts-Imler
Elizabeth McQuade

PRESENT AT THE HEARING FOR THE EMPLOYER:

Jeff Stankunas, Attorney for the Commissioners
Dan Pfeiffer, 911 Director
Lenny Eliason, Athens County Commissioner

INTRODUCTION

This Fact-finder was properly appointed to this case by the State Employment Relations Board on January 25, 2016. The parties agreed to a hearing date of March 1, 2016, at the 911 Call Center on 13 West Washington Street, Athens, Ohio.

The collective bargaining unit at issue is Full-Time Athens County 911 Dispatchers. There are approximately ten to twelve (10-12) members currently in the bargaining unit. The current contract between the Union and the County is for the term January 1, 2013 to December 31, 2015. Both Parties agreed to an extension agreement signed November 17, 2015 waiving the time limits for a fact-finding hearing and issuance of the report as well as waiving the limitation of the Conciliator's powers in accordance with 4117.14 (G) (11).

Through previous collective bargaining sessions, a number of tentative agreements have been reached. Remaining items of the predecessor agreement not proposed for change herein or subject to tentative agreement are proposed to be continued in the successor agreement.

BACKGROUND

Athens County has an estimated population of 64,713 with over 26,000 housing units. As of December 2015, the unemployment rate was 5.6% with the state average being 4.6%.

The 911 dispatchers in question are under the jurisdiction of the Athens County elected County Commissioners. They serve the Athens County Sheriff's Office and the police departments of Amesville, Albany, Coolville, Glouster, Jackson, Trimble, Nelsonville, Buchtel, and Hocking College (when needed). They serve the fire departments in Athens City, Amesville, Albany, Chauncey, Coolville, Glouster, Jacksonville, The Plains, Richland, Rome, York, Waterloo, Homer, and handle fire calls on the Ohio University campus as well as calls for the HASMAT Dive Teams and tornado sirens in Athens County. In 2011, Athens County pulled out of the three-county emergency services operation and formed its own emergency medical operation. This meant taking on numerous additional duties which, in turn, required additional training and certifications. The call volume handled by the 911 Dispatchers has increased by 5000 to 6000 calls per year as a result of the change.

OUTSTANDING ISSUES

The remaining issues after bargaining include:

1. Article 26: Insurance
2. Article 27: Wage Schedule, Articles 27.1, 27.1, 27.3, 27.6
3. Article 35: Duration of Agreement

CRITERIA
OHIO REVISED CODE

The Ohio Revised Code, Section 4117.14 (C) (4) (e), establishes the criteria that is to be used by the Fact-Finder. The criteria are listed below and were given weight by the Fact-Finder in making his recommendations for this matter. The criteria are:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit 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 interests and welfare of the public, the ability of the public employer to finance and administer the issues 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 above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

ISSUE
Article 26.1 –Insurance

Current Language:

The Employer shall contribute ninety (90%) percent and the Employee shall contribute ten (10%) of the total insurance premium for major medical, prescription, dental and vision for a single plan.

The Employer shall contribute eighty-five (85%) percent and the Employee shall contribute fifteen (15%) of the total insurance premium for major medical, prescription, dental and vision for a family plan. The County shall choose the carrier.

For the insurance plans described in this section, The Employer shall continue to provide benefits and coverage substantially equivalent to the level of benefits and coverage provided.

Employer Position:

The Employer shall contribute eighty (80%) percent and the Employee shall contribute twenty (20%) of the total insurance premium for major medical, prescription, dental and vision for a single plan.

The Employer shall contribute eighty (80%) percent and the Employee shall contribute twenty (20%) of the total insurance premium for major medical, prescription, dental and vision for a family plan. The County shall choose the carrier.

For the insurance plans described in this section, The Employer shall continue to provide benefits and coverage substantially equivalent to the level of benefits and coverage provided.

Union Position: The Union is proposing to maintain current contract language.

Discussion: Both parties presented information from the 2015 23rd Annual Report on the Cost of Health Insurance in Ohio's Public Sector. External comparable data for Ohio shows the average monthly medical/prescription premiums paid by employees to be 15.1% (\$77) contribution for single and a 15.8% (\$223) contribution for family. For counties less than 149,999 such as Athens, the percent of premium decreased to 13.4% (\$80) for single and 13.5% (\$216) for family. Further, in Southeast Ohio the percent of premium paid was 12.7% (\$79) for single and 14.4% (\$227) for family. The 2016 premium rate for the 911 Dispatchers, using current contract language, is 10% (\$73.16) for single and 15% (\$289.24) for family. Percent of premium and actual premium dollars is lower than the external comparables for single plans. Percent of premium and actual premium dollars for family, however, is higher when measured against external comparables.

The Union presented internal comparable groups within the county. (Exhibit 7) As such, the County Engineer would pay 8% in 2016 and 10% in 2017. Athens County Sheriff (Deputies) would pay 10% for single plan coverage and 20% for family plan coverage in 2016 through 2018. The other departments/sub divisions under the jurisdiction of the county commissioners are not currently at an 80%/20% premium sharing. As an example, Athens City premiums were significantly less than 911 Dispatchers. (Exhibit 9) Other groups cited did not have 2016 information so it would be difficult to make an accurate comparison.

Single plan premiums for 911 Dispatchers have historically been less than external single premiums across the region, state, and within the county. It wasn't until the last contract, effective from 2013 to 2015, that 911 Dispatchers started to make any contribution towards single health care coverage. Family plan health insurance premiums for 911 Dispatchers at the current 15% of the premium have been equal to or higher than premiums across the state and

within the county. My recommendation would be to bring parity to the percentage of premiums between single and family plans while still keeping within a reasonable range of cost for both the employer and the employee's contributions.

The Employer proposed an equal percentage of premium for single and family health insurance plans at an 80%/20% premium sharing. This would, however, significantly increase the employee contribution above internal and external comparable data cited.

Recommendation:

Effective January of 2016, the current contract language would remain unchanged.

Effective January of 2017, the Employer shall contribute eighty-five (85%) percent and the Employee shall contribute fifteen (15%) of the total insurance premium for the single plan. Family plan coverage will remain at 85% employer and 15% employee.

Effective January 2018, the health insurance premiums would remain the same as in 2017 with an 85%/15%, for both single and family health insurance plans. This would bring parity to the percentage of premium costs for single versus family plans. It would also create some savings as the single plan contribution would increase over the last two years of the contract. The language is as follows:

Article 26.1

Effective for the year 2016, the Employer shall contribute ninety (90%) percent and the Employee shall contribute ten (10%) of the total insurance premium for major medical, prescription, dental and vision for a single plan.

Effective for the year 2016, The Employer shall contribute eighty-five (85%) percent and the Employee shall contribute fifteen (15%) of the total insurance premium for major medical, prescription, dental and vision for a family plan.

Effective for the year 2017, the Employer shall contribute eighty-five (85%) percent and the Employee shall contribute fifteen (15%) of the total insurance premium for major medical, prescription, dental and vision for single and family plans.

Effective for the year 2018, the Employer shall contribute eighty-five (85%) percent and the Employee shall contribute fifteen (15%) of the total insurance premium for major medical, prescription, dental and vision for single and family plans.

The County shall choose the carrier.

For the insurance plans described in this section, The Employer shall continue to provide benefits and coverage substantially equivalent to the level of benefits and coverage provided

**ISSUE
ARTICLE 27- WAGE SCHEDULE**

Current Contract Language:

Section 27.1 - Effective the first full pay period following December 31, 2012, the following wage and pay steps shall be effective (2.0%)...

Section 27.2 - Effective the first full pay period following December 31, 2013, the following wage and pay steps shall be effective (2.0%)...

Section 27.3 - Effective the first full pay period following December 31, 2014, the following wage and pay steps shall be effective (3.0%)...

Employer's Position: The Employer is proposing wage increases as follows:

3% for 2016, 2.5 % for 2017 and 2.5 % for 2018.

Union's Position: The union is proposing wage increases as follows:

3.5% for 2016, 3.5% for 2017, and 3.5% for 2018.

Discussion:

In considering wages, one must also consider the unique characteristics of the 911 Dispatchers. This bargaining unit serves more political subdivisions and more offices/departments of safety services than any other dispatching center in the surrounding area. Jurisdictions served include:

Dispatching Services

Police/Law enforcement Agencies:

Athens Co. Sheriff's Office

Amesville P.D.

Albany P.D.

Coolville P.D.

Gloucester P.D.

Jackson P.D.

Trimble P.D.
Nelsonville P.D.
Buchtel P.D.
Hocking College (when needed)

Fire Departments:

Athens City
Amesville
Albany
Chauncey
Coolville
Gloucester
Jacksonville
Nelsonville
The Plains
Richland
Rome
York
Waterloo
Fire calls on OU campus
HASMAT Dive Teams and Tornado Sirens in Athens County
Homer Coolville P.D.
Gloucester P.D.
Jackson P.D.

911 Call Center:

Emergency Medical Dispatching / Emergency medical Service
All of Athens County
Homer Twp.
Ohio University campus
Hocking College Campus

Increased turnover over recent years has occurred. A comparable wage is needed in order to attract and retain members.

The external comparisons present a varied picture of wages. According to the SERB Clearinghouse Benchmark Report of December 16, 2015, the 911 Dispatchers earn above the average wages cited for dispatchers in similar sized counties in Ohio who are parties to a collective bargaining agreement.

In comparison to the City of Athens and Ohio University, the 911 Dispatchers make significantly less. While it can be argued that these entities generate revenue differently, the duties performed are similar.

Internal comparisons can be made to other groups within the Athens County government. While these other entities do not perform dispatching services, the Commissioner's other employees received a wage increase of 3% for 2016. The Athens County Sheriffs (Deputies) received wage increases of 3.5%, 3.5% and 3.5 %. Collective bargaining history between the OPBA and the Athens County Commissioners over the last four (4) contract cycles shows an average general wage increase of 2.8%.

All in all, the comparables presented by both sides do not compel a result in either side's favor as a solitary factor. Hence, a number of other factors must go into calculating a general wage agreement. One factor is the uniqueness of the job as mentioned above. Another factor is the recommended increase in the cost of health care premiums for single plans. The increase in per hour pay for the LEAD/TAC officer (which will be addressed below) also must be considered in a total wage package. The ability of the county to pay negotiated salaries is a factor but the County itself proposed a 3% increase in the first year. Subsequent years were at 2.5% and 2.5%. The interest and welfare of the public would be yet another factor, but no evidence was presented to support or deny its effect.

Recommendation: My recommendation is for a 3% increase in each contract year. The language is as follows:

Section 27.1 - Effective the first full pay period following December 31, 2015, the following wage and pay steps shall be effective (3.0%)...

Section 27.2 - Effective the first full pay period following December 31, 2016, the following wage and pay steps shall be effective (3.0%)...

Section 27.3 - Effective the first full pay period following December 31, 2017, the following wage and pay steps shall be effective (3.0%)...

Current Contract Language:

Section 27.6 - Any person designated by the Chief to act in the capacity of L.E.A.D./TAC Officer shall be compensated at an additional fifty cents (\$0.50) per hour for all hours worked in such capacity.

Employer's Position: The Employer presented no formal proposal with regards to this section.

Union's Position:

Section 27.6 – A member or members of the bargaining unit shall be designated as the LEAD/TAC Officer(s). These member(s) shall receive an additional \$1.00 per hour added to his/her base hourly rate. Any other person required to act in the capacity of the LEAD/TAC Officer(s) shall be compensated an additional \$1.00 per hour for all time worked in such capacity, such to be added to that employee's base hourly wage.

Discussion: A review of several contracts between the County Commissioners and the OPBA and FOP has shown a clause related to additional compensation for either training officers or lead/tech officers when performing said duties. They also receive additional compensation for performing the duties of sergeant, lieutenant, and captain. There has not been an increase since 2011 with the per hour additional compensation being \$.50. The 911 Dispatchers, however, have been given extra duties that have required additional training and certifications.

Recommendation: Effective for 2017, the additional compensation for LEAD/TAC Office will increase to \$0.75 per hour. Effective for 2018, the additional compensation for LEAD/TAC Office will increase to \$1.00 per hour. The contract language is as follows:

Section 27.6 - A member or members of the bargaining unit designated by the Chief to act as the LEAD/TAC Officer(s) shall receive additional compensation. In 2016, \$0.50 per hour shall be paid for acting in the capacity of LEADS/TAC Officer for all hours worked in such capacity.

In 2017, \$0.75 per hour shall be paid for acting in the capacity of LEADS/TAC Officer for all hours worked in such capacity.

In 2018, \$1.00 per hour shall be paid for acting in the capacity of LEADS/TAC Officer for all hours worked in such capacity.

Any other person required to act in the capacity of the LEAD/TAC Officer(s) shall be compensated as stated above for all time worked in such capacity.

ISSUE

Article 35 – Duration of Agreement

Employer's Position: The Employer presented no formal proposal with regards to this section.

Union's Position: The Union is proposing a three (3) year agreement effective January 1, 2016-December 31, 2018.

Discussion: I believe it is in the best interest of both parties to have a three (3) year agreement. A review of the collective bargaining history has shown a tendency toward contracts of a three (3) year length. This duration of time lends stability to the bargaining unit and the Employer. Also, the Employer had no formal proposal with regard to duration of the agreement so I will assume they were not in opposition.

Recommendation: I recommend a three (3) year contract. The language is as follows:

Section 35.1

- A. Except as otherwise provided herein, this Agreement shall be effective January 1, 2016 and shall remain in effect until 12:00 Midnight, December 31, 2018. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration date of the Agreement. Such notice shall be by regular U.S. mail. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.**

CERTIFICATE OF SERVICE

The foregoing fact finding report was delivered via email on this the 21st day of March, 2016, to Mark J. Volcheck, Esquire, Jeffrey A. Stankunas, Esquire, and the Ohio State Employment Relations Board.

Jack Buettner

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