

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF  
THE FACT FINDING**

**Between**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Telecommunications Operators)**

**and**

**DELAWARE COUNTY COMMISSIONERS  
(911 Center)**

**SERB No. 2017-MED-10-1280**

**Before:**

**CHRISTOPHER E. MILES, ESQUIRE  
Fact Finder**

**APPEARANCES:**

**Joseph M. Hegedus, Esquire  
Representing the Union**

**Marc A. Fishel, Esquire  
Fishel Hass Kim Albrecht Downey, LLP  
Representing the County**

**BACKGROUND**

This case concerns the fact finding proceedings between the Ohio Patrolmen's Benevolent Association – Telecommunications Operators (hereinafter referred to as the "Union") and the Delaware County, Ohio Commissioners - 911 Center (hereinafter referred to as the "County"). By letter dated November 8, 2017, the undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB). The fact finding proceedings were conducted pursuant to the Ohio Administrative Code Rule 4117 and the rules and regulations of SERB, as amended. The Union and the County mutually agreed to extend the period of fact finding.

The parties are currently operating under the provisions of their collective bargaining agreement, effective January 1, 2015 through December 31, 2017 (hereinafter referred to as the "Agreement"). The Union was represented by Joseph M. Hegedus, Esquire, and the County was represented by Marc A. Fishel, Esquire. Prior to the appointment of the Fact Finder, the parties engaged in negotiations and were able to resolve several provisions for the new collective bargaining agreement. A mediation session with the Fact finder was conducted on January 9, 2018, at the County Commissioner's Building in Delaware, Ohio. Subsequent to the mediation session, the following issues remained unresolved:

Article 14	Hours of Work
Article 16	Holidays
Article 17	Vacations
Article 19	Wages, Benefits
Addendum A	Wages

A fact finding hearing was conducted on March 5, 2018, at the County Commissioner's Building in Delaware, Ohio. At the hearing, the parties resolved the issues concerning Article 14, Hours of Work, and the Union withdrew two of its proposals; i.e., a proposal for a new benefit in Article 19, Wages, Benefits, for a lump sum salary payment for post-high school degrees and a proposal to increase the hourly amount of the pay adjustment for a Lead Telecommunicator in Addendum A Wages. With regard to the issues that remain unresolved, the Fact Finder makes the Findings and Recommendations set forth below.

**FINDINGS AND RECOMMENDATIONS**

After consideration and a thorough review of the financial information, the documentation supplied by the parties, as well as their positions and arguments, the Fact Finder makes the following recommendations:

## ARTICLE 16 - HOLIDAYS

The Union proposes to add two (2) paid personal days to Article 16, to be utilized in the same manner as vacation leave, pursuant to Section 17.3 of the Agreement. The County proposes to add two (2) personal leave days on the same basis as other County employees under the jurisdiction of the Commissioners. According to the County, the days would be deducted from sick leave and be available if the employee has a balance of at least 120 hours of sick leave at the time the personal day is used. If either of the parties' proposals is included in the new Agreement, the provision would represent a new benefit for the bargaining unit employees.

### Recommendation

Based upon the comparable data submitted by the parties, it is my recommendation that one personal day be provided annually to the employees, to be used in the same manner as vacation leave. The bargaining unit employees currently have no personal leave days available for utilization. The 911 Center Telecommunication Operators in this bargaining unit have 11.5 holidays. The Union's comparable data reveals that the average number of holidays and personal leave days for County 911 Telecommunication Operators is 13 and the Delaware County Sheriff Dispatchers have 14, albeit, the personal days are tied to the use of accrued sick leave.

The recommended new provision for Section 16.4 shall read as follows:

**Section 16.4. All employees with at least one year of continuous service with Delaware County shall be entitled to one (1) paid personal leave day, annually. The personal leave day shall be utilized by the employee in the same manner as vacation leave, pursuant to Section 17.3 of the Agreement.**

## ARTICLE 17 - VACATIONS

The Union proposes to reduce the number of years it takes to reach the three week and five week levels of vacation leave. Currently, full-time employees earn vacation leave as follows:

<u>40-Hour Per Week Employees</u>	
<u>Service Time</u>	<u>Vacation Earned</u>
1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

The Union proposes to reduce the years of service from 8 to 6 to receive 120 hours or 3 weeks of vacation and from 25 to 20 to receive 200 hours or 5 weeks of vacation.

The County proposes to maintain the current language. It points out that all of the other employees under the jurisdiction of the Commissioners have the same vacation schedule.

Recommendation

The Factfinder recommends that the Union's proposal be added to the parties' new Agreement. Almost all of the comparable bargaining units at 911 call centers receive three weeks of vacation after five years of service and five weeks after 20 years of service. Moreover, the Delaware County Sheriff Dispatchers, who share the Telecommunications center with this bargaining unit have the same vacation schedule as proposed by the Union. None of the current employees will reach 20 years of service during the new Agreement. Five employees will earn one additional week of vacation earlier than the current provision.

The recommended provision for Section 17.1 shall read as follows:

**Section 17.1 Vacation Earned.** Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates.

**40-Hour Per Week Employees**

<u>Service Time</u>	<u>Vacation Earned</u>
1 to less than 6 years' service	80 hours (2 weeks)
6 to less than 15 years' service	120 hours (3 weeks)
15 to less than 20 years' service	160 hours (4 weeks)
20 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

**ARTICLE 19 – WAGES, BENEFITS**

The Union proposes to incorporate wage steps into the Agreement for the first time. The Union also proposes to add new benefits in the form of longevity pay and shift differential.

Wage Step Schedule

The Union proposes a new wage step schedule for Section 19.1. It asserts that there is no uniformity with regard to the Telecommunication Operators' current hourly wages. The Union's proposal is as follows:

**Section 19.1 Wage Schedule.** The wage schedule for the classifications in the bargaining unit shall be as follows:

Effective January 1, 2018

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
upon hire	after 1 yr.	after 2 yrs.	after 3 yrs.	after 4 yrs.	after 5 yrs.
\$18.13	\$19.17	\$20.09	\$22.34	\$23.46	\$24.64

The County rejects the Union's Step proposal and instead proposes a 3% wage increase for the first year of the Agreement and a 2.5% increase in each of the second and third years of the Agreement, or, the County proposes the same wage increase for the second and third years as approved by the Delaware County Commissioners for non-bargaining unit employees under its jurisdiction, whichever is greater.

Recommendation

After review and consideration of the financial documents, comparables, and other information provided by the parties concerning the County's finances, the Fact Finder cannot recommend the Wage Step Schedule as proposed by the Union. According to the County's analysis, the projected cost is unreasonable and prohibitive. In the first year, the Union's wage proposal with steps amounts to a 12.6% increase, 6.2% in the second year, and 5.2% in the third year. The dollar amounts associated with these percentage increases is \$128,231 in the first year, \$72,090 in the second year; and \$64,701 in the third year of the Agreement. Some employees would receive as much as a 26.9% wage increase in 2018. On the other hand, the cost of the County's proposal would be \$30,483 in 2018, \$26,166 in 2019, and \$26,820 in 2020.

It is noted, however, that the current hourly wages received by the Telecommunication Operators are not consistent and some employees with the same years of service are paid at different rates. In my view, a wage step schedule could be implemented by the parties for a slightly greater cost than the County's proposal if the schedule is extended with regard to the years of service to reach the top step. My recommendation for a Wage Step Schedule is set forth below. Based upon the schedule, the increased cost amounts to \$34,124 or an average of 4% in the first year of the Agreement (2018) for the bargaining unit wages. For the second and third years, the Fact Finder recommends a 2.5% increase at each step. In 2019, the increased cost would amount to \$24,487 or an average of 2.8% for the bargaining unit wages and in 2020, the increased cost would amount to \$50,498 or an average of 5.6%, which is mainly due to the advancement of bargaining unit employees to higher steps. In addition, in order to assure that each bargaining unit employee receives some wage increase in each year of the new three-year Agreement, it is necessary to "red circle" or move certain employees to a higher step even though they have not yet completed the number of years of service required for that higher step. This, in turn, necessitates that they will remain on that step until such time as they have met the

years of service to move to the next step. Based upon my analysis, the County is financially able to afford this wage increase for the bargaining unit.

The record reveals that the Delaware County 911 Center is primarily funded by a property tax levy and most recently the County has been able to eliminate any of the funding for the 911 operation from its General Fund. In addition, the County has the highest per capita income in the State of Ohio and it is also the fastest growing county in the State. The County's last audit reveals that it has a more than sufficient unencumbered fund balance and its bond rating is at the highest level. Consequently, based upon the above and in order to provide consistency going forward with regard to the hourly rates paid to the employees, the Fact Finder recommends the following Wage Step Schedule for Section 19.1:<sup>1</sup>

**ARTICLE 19 – WAGES, BENEFITS**

**Section 19.1. Wage Schedule.** The wage schedule for the employees in the bargaining unit is based upon the years of service as of January 1 of each year and shall be as follows:

Effective January 1, 2018

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
hire to 2 years	years 2 & 3	years 4 & 5	years 6 & 7	years 8 & 9	years 10 +
\$18.13	\$19.17	\$20.09	\$22.34	\$23.46	\$24.64

Effective January 1, 2019<sup>a</sup>

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
hire to 2 years	years 2 & 3	years 4 & 5	years 6 & 7	years 8 & 9	years 10 +
\$18.58	\$19.65	\$20.59	\$22.90	\$24.05	\$25.26

Effective January 1, 2020<sup>b</sup>

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
hire to 2 years	years 2 & 3	years 4 & 5	years 6 & 7	years 8 & 9	years 10 +
\$19.05	\$20.14	\$21.11	\$23.47	\$24.65	\$25.89

<sup>a</sup> The hourly rates represent a 2.5% increase for each Step.

<sup>b</sup> The hourly rates represent a 2.5% increase for each Step.

Longevity

The Union proposes to add a new provision to Article 19, as follows:

Section 19.4. [New] The County agrees to the payment of longevity pay commencing January 1, 2018. For the duration of this contract, longevity pay will be paid at the following rates.

<sup>1</sup> Attached is an exhibit identifying those employees who are “red circled” and the calculations for the estimated wages to be paid each year.

A. 5 to 9 years	-	\$ 500.00
B. 10 to 14 years	-	\$1,000.00
C. 15 to 19 years	-	\$1,500.00
D. 20 to 24 years	-	\$2,000.00
E. 25 years or more	-	\$2,500.00

The County will provide the longevity payments in a separate check in the first full pay period of November, annually.

The County opposes the proposal for longevity pay. It points out that no other employees under the jurisdiction of the Commissioners receive longevity pay since the EMS bargaining unit received longevity until 2017 when it was eliminated in a recently negotiated agreement. According to the County, the Union's proposal would cost nearly \$36,000 during the term of the Agreement, or more than a 3% across the board increase.

#### Recommendation

The Fact Finder does not recommend that the Union's proposal for longevity pay be added to the parties' new Agreement. Although the Delaware County Sheriff's Dispatchers have the same longevity provisions as proposed and seven of the 13 comparable units relied upon by the Union have longevity pay, the cost of this new provision is not warranted given the Factfinder's recommendation for a wage Step Schedule set forth above. As noted by the County, the inclusion of longevity pay would, by itself, represent an increase in pay of more than 3% for the bargaining unit.

#### Shift Differential

The Union proposes a new benefit of \$.50/hour shift differential for employees working on the afternoon or midnight shifts. The new provision would state that:

Section 19.5 [New] All employees working the afternoon or midnight shifts shall be paid a shift differential of fifty cents (\$.50) per hour for all hours worked on either of those shifts.

The County requests that this proposal be rejected. It points out that the proposal would cost approximately \$9,400 in each year of the Agreement, which is equivalent to a 1% pay increase per year.

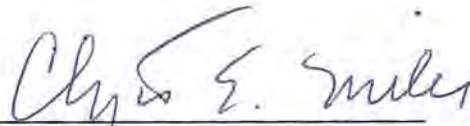
#### Recommendation

The Fact Finder does not recommend the Union's proposal of a new benefit in the form of shift differential for the parties' new Agreement. Although over half of the employees at 911

call centers statewide receive shift differential, only four of the 13 comparable units relied upon by the Union have shift differential pay. In addition, it is noted that the bargaining unit employees bid on their shifts based upon seniority. In view of the Factfinder's wage step schedule recommended above, the cost of this new provision is not warranted.

**CONCLUSION**

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein. The Fact Finder also recommends that the tentative agreements entered into by the parties during negotiations be included in the new Agreement. The tentative agreements entered into by the parties are incorporated in this report as if set forth. In the event there may be an unresolved issue not addressed by the Fact Finder, it shall be deemed not recommended.



Christopher E. Miles, Esquire  
Fact Finder

April 11, 2018



Current Employees by Years of Service

Employee	Hire Date	Years of Service	Hourly	Annual salary	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Didyk, Katherine	8/18/2003	14 yrs, 2 mos, 13 days	\$ 23.80	\$ 49,504.00	6	\$ 24.64	\$ 51,251.20	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
McMunn, Tricia	10/22/2003	14 yrs, 0 mos, 9 days	\$ 23.80	\$ 49,504.00	6	\$ 24.64	\$ 51,251.20	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
Wright, Amy	4/19/2004	13 yrs, 6 mos, 12 days	\$ 23.80	\$ 49,504.00	6	\$ 24.64	\$ 51,251.20	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
Romero Curren, Kimberly	1/11/2006	11 yrs, 9 mos, 20 days	\$ 23.80	\$ 49,504.00	6	\$ 24.64	\$ 51,251.20	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
Oflaherty, Peter*	12/26/2007	9 yrs, 10 mos, 5 days	\$ 23.80	\$ 49,504.00	6	\$ 24.64	\$ 51,251.20	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
Robbins, Aaron	4/28/2008	9 yrs, 6 mos, 3 days	\$ 23.33	\$ 48,526.40	5	\$ 23.46	\$ 48,796.80	6	\$ 25.26	\$ 52,540.80	6	\$ 25.89	\$ 53,851.20			
Parker, Kathleen	11/17/2008	8 yrs, 11 mos, 14 days	\$ 23.33	\$ 48,526.40	5	\$ 23.46	\$ 48,796.80	5	\$ 24.05	\$ 50,024.00	6	\$ 25.89	\$ 53,851.20			
Heading, Kaylyn	8/22/2011	6 yrs, 2 mos, 9 days	\$ 20.19	\$ 41,995.20	4	\$ 22.34	\$ 46,467.20	4	\$ 22.90	\$ 47,632.00	5	\$ 24.65	\$ 51,272.00			
Losey, Miranda	6/22/2013	4 yrs, 4 mos, 9 days	\$ 19.42	\$ 40,393.60	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	4	\$ 23.47	\$ 48,817.60			
Low, Katrina	8/31/2013	4 yrs, 2 mos, 0 days	\$ 19.42	\$ 40,393.60	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	4	\$ 23.47	\$ 48,817.60			
Rand, Bryan	8/31/2013	4 yrs, 2 mos, 0 days	\$ 19.42	\$ 40,393.60	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	4	\$ 23.47	\$ 48,817.60			
Dobyns, Catharine**	1/20/2014	3 yrs, 9 mos, 11 days	\$ 19.34	\$ 40,227.20	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	3	\$ 21.11	\$ 43,908.80			
Scheeler, Kadi**	11/24/2014	2 yrs, 11 mos, 7 days	\$ 19.19	\$ 39,915.20	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	3	\$ 21.11	\$ 43,908.80			
Cavinee, Bailey**	7/13/2015	2 yrs, 3 mos, 18 days	\$ 19.17	\$ 39,873.60	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	3	\$ 21.11	\$ 43,908.80			
Neighbarger, Bethani**	1/19/2016	1 yrs, 9 mos, 12 days	\$ 19.45	\$ 40,456.00	3	\$ 20.09	\$ 41,787.20	3	\$ 20.59	\$ 42,827.20	3	\$ 21.11	\$ 43,908.80			
Mason, David	7/5/2016	1 yrs, 3 mos, 26 days	\$ 18.13	\$ 37,710.40	2	\$ 19.17	\$ 39,873.60	2	\$ 19.65	\$ 40,872.00	2	\$ 20.14	\$ 41,891.20			
Riley, Ashley	7/5/2016	1 yrs, 3 mos, 26 days	\$ 18.20	\$ 37,856.00	2	\$ 19.17	\$ 39,873.60	2	\$ 19.65	\$ 40,872.00	2	\$ 20.14	\$ 41,891.20			
Lyle, Chelsea	4/3/2017	0 yrs, 6 mos, 28 days	\$ 17.09	\$ 35,547.20	1	\$ 18.13	\$ 37,710.40	1	\$ 18.58	\$ 38,646.40	2	\$ 20.14	\$ 41,891.20			
Pierson, Connor	4/3/2017	0 yrs, 6 mos, 28 days	\$ 17.09	\$ 35,547.20	1	\$ 18.13	\$ 37,710.40	1	\$ 18.58	\$ 38,646.40	2	\$ 20.14	\$ 41,891.20			
Part Time																
Chapman, Marcus	5/27/2013	4 yrs, 5 mos, 4 days	\$ 19.42	\$ 29,285.36	3	\$ 20.09	\$ 30,295.72	3	\$ 20.59	\$ 31,049.72	4	\$ 23.47	\$ 35,392.76			
Totals			2017	\$ 844,166.96	4%	2018	\$ 878,290.92	2.8%	2019	\$ 902,777.72	5.6%	2020	\$ 953,275.96			
Increase over prior year							\$ 34,123.96			\$ 24,486.80			\$ 50,498.24			

\* Red-circled to Step 6 for 2018

\*\* Red-circled to Step 3 for 2018

Wed, 04/11/2018 09:08:27 AM SERB