

REPORT OF FACT-FINDER

LOUISE HODGSON

on

SERB Case No. 95-MED-02-0105

Issued July 13, 1995

SANDUSKY COUNTY SHERIFF EMERGENCY SERVICES
(The Employer)

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(The Union)

I. HEARING

A fact-finding hearing was held on June 23, 1995, in the Conference Room at the Sandusky County Jail, Countryside Drive, Fremont, Ohio. In attendance:

For the Union

S. Randall Weltman, Esq., OPBA
Attorney
Tom Buder, Negotiating Committee
Brenda J. Faist, Negotiating
Committee
Mark L. Finken, Director
Kevin Perrin, Director
Dave Souders, Negotiating Committee
Earl R. Townsend, Jr., Negotiating
Committee

For the Employer

Donald J. Binkley, Esq., Consultant
James L. Fischer, Administrator
Nancy Kaiser, Administrative Assistant
Mark Biggerman, Clemans, Nelson and
Associates, Inc.

II. MEDIATION

The parties reached tentative agreement on March 29, 1995, with the able assistance of SERB Mediator Ron Auteri. The Union membership rejected the tentative agreement, after which they met again with Mediator Auteri on May 11, 1995. Upon failing to resolve the issues raised by the Union and the Employer, the parties proceeded to Fact Finding.

Issues at Impasse

- 1) Article 15, Seniority: Employer proposal to extend length of probationary period from 120 days to one year.
- 2) Article 19, Hours and Overtime: Whether vacation leave should be counted as hours worked in the computation of overtime.

- 3) Article 22, Employee Attendance Bonus: Increased paid personal days for perfect attendance.
- 4) Article 29, Group Insurance: Whether to freeze Employer payments for the life of the contract.
- 5) Article 33, Wages: Amount of the general wage increase and the introduction of a step schedule.
- 6) Article 33, Wages: Amount of PERS pick-up.
- 7) New Article, Longevity: Union proposal for longevity pay after 5 years.
- 8) New Article, Injury Leave: Union proposal for paid leave which would in effect supplement Workers Comp pay to equal regular pay.
- 9) Article 37, Duration of Agreement: Whether 1995 Agreement should be effective at the expiration of 1992 Agreement or upon acceptance of 1995 Agreement.

III. CRITERIA

Consideration was given to all reliable information relevant to the issues, including:

1. The Collective Bargaining Agreement between the parties, effective April 13, 1992 through April 12, 1995, which was the initial Agreement between the parties. Prior representation had been with AFSCME.
2. Comparisons of unresolved issues relative to the employees in the Bargaining Unit (Paramedics) with those issues relative to employees in other Emergency Medical Service Units and to employees in other Sandusky County Sheriff's Units. Very few comparables could be found by either party that were as appropriate as desired.
3. The ability of the Sandusky County Sheriff's Department to finance and administer the proposed changes.
4. SERB reports on Health Insurance and Wage Increases.
5. Other material relative to the issues in dispute: From FLSA provisions; SERB Opinions; and the March 29, 1995 Tentative Agreement (rejected by the members).
6. The lawful authority of the Sandusky County Commissioners and the lawful rights of the OPBA.
7. Other factors normally considered in collective bargaining.

Joint Exhibit

- J-1 Agreement between the Sandusky County Sheriff's Emergency Medical Services and the Ohio Patrolmen's Benevolent Association, April 13, 1992 through April 12, 1995.

Union Exhibits

- U-1 EMT/Paramedic Overtime Comparison: Qualifying Hours.
- U-2 Vacations: Summary of Income Loss.
- U-3 Article 22, Employee Attendance Bonus, from 3/29/95 Tentative Agreement, which was not accepted.
- U-4 Union-proposed change in Article 29, Group Insurance.
- U-5 EMT/Paramedic total compensation for 5-year employees within Ohio labor market.
- U-6 Union-proposed new Article, Injury Leave, from 3/29/95 Tentative Agreement, which was not accepted.
- U-7 Sandusky County EMS/Paramedic internal labor market wage comparison.
- U-8 Pay ranges for various classifications, including Paramedic, in State of Ohio/AFSCME Master Contract.
- U-9 Appendix A, Wage Tables, from 1992 Montgomery County Sheriff/FOP Agreement.
- U-10 Article 34, Wages, Employer Counter-Proposal #2, in 1992 negotiations. (not signed)
- U-11 Employer's step-wage proposal in 1992 negotiations (not agreed to) and and Union 1995 modification.
- U-12 Agreement: Sandusky County Sheriff's Department/OPBA covering Sheriff's Deputies, 6/1/92 through 6/1/95.
- U-13 Ohio Sheriff's Departments wage increases for 1995 and 1996, reported to SERB as of 6/21/95 (Deputies).
- U-14 Agreement: Sandusky County Board of Commissioners/Countryside Continuing Care Center & District 1199, Health Care and Social Service Union, SEIU. 7/1/94 through 6/30/97.
- U-15 Agreement: Sandusky County Board of Commissioners/Sandusky County Dept. of Human Services & Local 3466, Ohio Council 8, AFSCME, 1/1/94 through 12/31/96.
- U-16 Agreement: Montgomery County Sheriff/FOP, 1992. (Articles 1 through 22)
- U-17 Agreement: Northwest Ambulance District/OPBA, 1/1/94 through 12/31/96.
- U-18 Agreement: City of Cleveland/C.A.R.E., 4/1/92 through 3/31/95.
- U-19 Agreement: Randolph Twp Board of Trustees/Firefighters, 2/14/94 through 12/5/96.
- U-20 Agreement: Firefighters and City of Dayton, Ohio, 8/1/92 through 10/31/95.

U-21 Agreement: State of Ohio and Ohio Civil Service Employees Association and AFSCME Local 11, 3/1/94 through 2/28/97.

Employer Exhibits

- E-1 Tab B: Paramedic Job Description, Sandusky County Sheriff's EMS.
- E-2 Tab C: Seniority provisions in Sandusky County Sheriff's contracts for Deputies (OPBA) and Police Officers (FOP).
- E-3 Tab D: Cost of Longevity proposal.
- E-4 Tab E: Cost of additional 2% PERS pick-up.
- E-5 Tab F: SERB Research: Settlements Negotiated in 1994.
- E-6 Tab G: CPI Increase.
- E-7 Tab H: 1994 W2's for Bargaining Unit members.
- E-8 Tab I: Annualized payroll and related costs for each Bargaining Unit member.
- E-9 Tab J: Cost of Employer wage proposal.
- E-10 Tab K: Cost of Union 5/11/95 wage proposal. (See E-20)
- E-11 Tab L: Sandusky County EMS wage comparisons with Suburban Ambulance, Ottawa Ambulance, and Bellevue 4 County.
- E-12 Tab M: Cost of Union's Vacation proposal.
- E-13 Tab N, pp 1-2: Sandusky County Personnel Policy Manual, Section 3.1, D, Overtime.
- E-14 Tab N, pp 3-4: FLSA Interpretive Bulletin, p. 27, §778.218, Pay for certain idle hours.
- E-15 Tab O: Group Insurance Rates: Sandusky County Employees.
- E-16 Tab P: Group Insurance Provisions in Sandusky County Sheriff contracts: pp.1-2 EMS Unit; pp. 3-5 Police Officers; pp. 6-8 Deputies; pp. 9-10 Human Services.
- E-17 Tab Q: 1994 SERB report on health insurance costs in Ohio's public sector.
- E-18 Tab R: How EMS is funded.
- E-19 (was E-1A): Newspaper item about Fremont teachers' wage increase.
- E-20 (was E-2A): Cost of Union's latest revised wage proposal, computed 6/23/95.

IV. ISSUES AND RECOMMENDATIONSARTICLE 15, SENIORITYFINDINGS OF FACT

The contract presently provides for a probationary period of 120 days. The Employer is proposing increasing it to one year.

The Paramedic job is highly technical (E-1, Tab B). Before being hired, a Paramedic must have completed Paramedic School (equivalent to a 2-year Associate's degree) and must have special certification by the State of Ohio. In addition, Update Training is required each year.

The Montgomery County Sheriff's contract (FOP), which includes Paramedics (U-9), has a one-year probationary period (U-16).

In Randolph Twp. some of the Fire Fighters also function as Paramedics. Their probationary period is one year (U-19).

In Sandusky County the Sheriff's Deputies (OPBA) and the Police Officers (FOP) have a one-year probationary period (E-2, Tab C).

The Dayton Fire Fighters who function as Paramedics have a 2-month training period followed by a 6-month probationary period for what amounts to a total probationary period of 8 months (U-20).

Paramedics employed by the State of Ohio in the Civil Service (AFSCME) have a probationary period of 180 days, which is approximately 6 months (U-21).

The City of Cleveland contract for Emergency Medical Technicians (C.A.R.E.) has a probationary period of 120 days (U-18).

The Northwest Ambulance District (OPBA) has a probationary period of 120 days (U-17).

The contract between the Sandusky County Board of Commissioners and the Dept. of Human Services (AFSCME) has a 120-day probationary period (U-15).

The contract between the Sandusky County Board of Commissioners and the Countryside Continuing Care Center (Health Care and Social Service Union-SEIU) has a 120-day probationary period (U-14).

No instances were cited where the 120-day probation period was insufficient.

RECOMMENDATION

Retain present language. Comparables are about equally divided between a 120-day and a 1-year probationary period, plus one for 6 months and one for 8 months. Although the Paramedic job is highly technical and not quickly learned, a year of on-the-job training and evaluation before achieving seniority is unnecessary. Paramedics are fully trained and State-certified prior to hire.

ARTICLE 19, HOURS AND OVERTIMEFINDINGS OF FACT

The Union seeks to include vacation leave as hours worked in the computation of overtime.

Paramedics work 24 hours a day, alternating 2 days work and 3 days off. Their workweek begins at 7:01 a.m. Sunday and ends at 7:00 a.m. the following Sunday. This results in a 5-day cycle of uneven workweeks.

Prior to October 1994, Paramedics were paid overtime after they had worked in excess of 106 hours in a 14-day period. On October 12, 1994, Article 19, Section 19.2 was modified to pay overtime when a Paramedic worked in excess of 40 hours in a 7-day period. Only hours actually worked are counted; vacation time, sick leave, holidays, etc., are not counted.

Because of their "2-days-on and 3-days-off" scheduling, Paramedics normally work 2916 hours a year, of which 2080 hours are at straight time and 836 are at 1½X. The half-time premium for the 836 hours is 418 hours, making a total of 3334 annual hours paid. Built-in overtime falls in this 5-week cycle:

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>Days</u>	<u>x</u>	<u>Hrs</u>	<u>=</u>	<u>Total:</u>	<u>Straight Time</u>	<u>+</u>	<u>Overtime</u>	<u>=</u>	<u>Paid Hours</u>
Week 1	W	W	-	-	-	W	W	4	x	24	=	96 hrs:	40 @ 1X	+	56 @ 1½X	=	124
Week 2	-	-	-	W	W	-	-	2	x	24	=	48 hrs:	40 @ 1X	+	8 @ 1½X	=	52
Week 3	-	W	W	-	-	-	W	3	x	24	=	72 hrs:	40 @ 1X	+	32 @ 1½X	=	88
Week 4	W	-	-	-	W	W	-	3	x	24	=	72 hrs:	40 @ 1X	+	32 @ 1½X	=	88
Week 5	-	-	W	W	-	-	-	2	x	24	=	48 hrs:	40 @ 1X	+	8 @ 1½X	=	52

If a vacation day is taken in a 2-day or a 3-day workweek:

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>Days</u>	<u>Hours</u>	<u>Pay for Hrs Worked</u>	<u>+</u>	<u>VT</u>	<u>Pay</u>	<u>=</u>	<u>Hrs</u>	<u>Hrs</u>	<u>Lost</u>
2-day wk	-	-	-	W	V	-	-	1W,1V	(24W+24V)	24 (no overtime)	=	24	+	24	=	48	4
3-day wk	-	W	V	-	-	-	W	2W,1V	(48W+24V)	40@1X + 8@1½X (12)	=	52	+	24	=	76	12

More time is lost if more than one vacation day is taken in a single week.

Because of this built-in overtime, the effective hourly rate is higher than the contractual hourly rate.

The Fair Labor Standards Act permits, but does not require, paid "idle time" (such as paid vacation time) to be counted toward hours worked for the computation of overtime. (E-14, Tab N, pp. 3-4).

Each time an employee takes a vacation day to which he is contractually entitled he loses some of the pay he would have received had he worked that day. Depending on an employee's vacation entitlement, hourly rate, and whether the vacation day is taken in a 2-day or 3-day week, over 3 years the loss could range from a minimum of \$335.80 to a maximum of \$2,736, with an average minimum loss of \$491.34 and an average maximum loss of \$1,474.03. (U-2).

The following Units count vacation time as time worked in computing overtime:

- . City of Cleveland/C.A.R.E (U-1; U-18).
- . City of Dayton/Firefighters (U-20).
- . State of Ohio/AFSCME (U-1; U-21).
- . Sandusky County Human Services/AFSCME (U-15).

The following Units do not count vacation time as time worked in computing overtime:

- . Montgomery County Sheriff's Deputies/FOP (U-1; U-12)
- . Sandusky County Countryside/SEIU (U-1; U-14).

Contracts for these Units are ambiguous:

- . Randolph Twp/Firefighters (U-19): All hours worked plus comp time count. Contract silent as to paid time that does not count.
- . Northwest Ambulance District/OPEA ((U-1; U-17): Computation in accordance with FLSA. (FLSA permits but does not mandate vacation time to be counted as time worked for computation of overtime.)
- . Sandusky County Sheriff (Deputies)/OPBA (U-1; U-12): Contract is silent. Union testimony, not rebutted by Employer, is that by practice vacation time counts in the computation of overtime.

The cost of this proposal over the 3-year contract would be \$30,080.68, which equates to a 7.2% increase over 3 years for an average annual increase of 2.4%. (E-12; E-20).

RECOMMENDATION

Grant this proposal. An employee should not be penalized for taking a contractual entitlement.

CONTRACT LANGUAGE: ARTICLE 19

Section 19.2, First Paragraph

The work period for all full-time paramedics covered by the terms of this Agreement shall begin at 7:01 a.m. on Sunday and continue for seven consecutive calendar days (one hundred sixty-eight consecutive hours) ending at 7:00 a.m. the following Sunday. When a paramedic is required to perform work in excess of forty hours during the seven-day work period, he shall be paid overtime pay for such time over forty hours at the rate of one and one-half times the employee's regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For the purpose of determining an employee's eligibility for overtime, only actual hours worked and hours of vacation leave shall be used in the computation. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

*
*

No other change in Article 19.

ARTICLE 22: EMPLOYEE ATTENDANCE BONUSFINDINGS OF FACT

The present Collective Bargaining Agreement between the parties (J-1) as well as previous Agreements when the Unit was represented by a different Union contains provisions for a bonus of time off for accumulated unused sick leave. These provisions are difficult to meet. It would take 17 years of perfect attendance for an employee to earn a day off.

The Sandusky County Sheriff's contract with the Deputies contains an Attendance Bonus with more liberal provisions, making bonus days easier to earn (U-12). A modification of this provision was proposed by the Union in 1995 negotiations (U-3) and at that time was agreed to by the Employer in the 3/29/95 Tentative Agreement. Upon the members' rejection of the Tentative Agreement, the Employer put this proposal back on the table, explaining that it had reluctantly agreed only in the interest of getting a contract. The Employer now wishes to retain the present Article 22 language (J-1).

No comparables were submitted regarding EMS Units with attendance bonuses nor any Sandusky County Units other than the Sheriff's Deputies. No testimony was offered as to abuse of sick leave.

RECOMMENDATION

Retain present Article 22, Employee Attendance Bonus. There are no compelling reasons for change. Parity with the Sandusky County Sheriff's Deputies is not as important as parity with other Paramedics doing the same work under the same working conditions.

Although the present language does little or nothing to encourage employees not to use sick leave when they can make it in to work, it may deter employees from taking their accumulated sick leave just prior to retirement when they are not sick rather than lose a large part of it. If acceptance of the Union's proposal should result in employees coming in to work whenever they can drag themselves in, it could cause problems. Employees who are not well may be less alert and less productive and in some instances may spread germs to patients and fellow workers.

It makes little sense to give time off as a reward for not taking time off. Moreover, Paramedics, with three days off after every two days worked, have ample time to attend to personal business and take short vacations. Finally, any increased costs resulting from the implementation of this proposal, no matter how minimal, might be better directed to more critical issues.

ARTICLE 29, GROUP INSURANCEFINDINGS OF FACT

Sandusky County's Group Health Insurance Plan is self-insured. It includes Life Insurance and 90% coverage of medical expenses after deductibles. It does not include dental or visual care.

The 1995 Group Insurance monthly contributions currently in effect for all Sandusky County employees including Paramedics are: (E-15, Tab O).

	<u>Employee</u>	<u>County (Capped)</u>	<u>Total Premium</u>	<u>Employee</u>	<u>County</u>
Single Plan	\$26.17	\$175.17	\$201.34	13%	87%
Family Plan	\$66.65	\$438.52	\$505.17	13%	87%

Contracts for the Sandusky County Units provide that if the premium costs exceed the contribution amounts the increase will be borne by the employee through payroll deduction. They also provide that if the Commissioners increase or decrease their contribution cap for non-represented employees the increase or decrease will be extended to employees in the Bargaining Units. (J-1; E-16, Tab P).

The Employer contribution has been unchanged since 1994. In 1995, upon a recommendation by the actuaries to build up the Fund's reserve, the Commissioners increased contributions into the Fund and the County absorbed the increase.

The Union is proposing a cap on present employee contributions for the life of the Agreement. If the premium amount exceeds the monthly amounts, the excess is to be borne by the Employer.

The Employer is proposing a cap on present Employer contributions for the life of the Agreement. If the premium amount exceeds the monthly amounts, the excess is to be borne by the employee through payroll deduction.

The majority of employees in the Unit have the Family Plan.

Employees in the City of Dayton pay \$494.54 for the Family Plan (U-20). The City pays nothing (U-5).

Employees in the Montgomery County Sheriff's Department pay \$240 for the Family Plan (U-5). [The page in their Contract, U-16, showing the Employer payment was missing.]

Employees in the City of Cleveland pay \$20 for the Family Plan (U-18), and the City pays \$240 (U-5).

In the AFSCME Contract for the State of Ohio, employees pay \$250 (U-21) and the Employer pays \$434 (U-5).

In Randolph Township, employees pay 90% of the premium (U-19).

In Belleview 4 County - Bellevue, employees pay 20% of the premium (E-11, Tab L).

The following do not have Health Insurance:

- Northwest Ambulance (U-17).
- Suburban Ambulance - Freemont (E-11, Tab L).
- Ottawa Ambulance - Oak Harbor (E-11, Tab L).
- Delaware County (non-union) (U-5).

SERB's 1994 Report on the Cost of Health Insurance in Ohio's Public Sector, Table 4, Employee Premium Contribution Comparison (E-17, Tab Q) shows average contributions in the categories in which this Unit falls:

	<u>Single</u>	<u>Family</u>
Statewide	\$19.63	\$ 59.04
Counties	37.68	125.58
North Central Region	18.17	44.91
Employees in Unit: 1-49	22.60	63.74

The Unit's current Total Payroll and Related Costs is \$587,668.12, of which \$66,838.76 goes for Health Insurance. Health Insurance represents 11.3% of Total Payroll and Related Costs (E-8, Tab I).

Health care costs in general have flattened out since 1992. Managed Care, hospital mergers, etc., have resulted in a very, very competitive health insurance industry. As a result, costs are going down.

RECOMMENDATION

Retain the present Employer and employee contributions; do not freeze or cap either one. If there is an increase or a decrease in the premium during the term of this Agreement, the parties will share any such increase or decrease in the same proportion as they now share the present premium. In the event of any increase in the premium, the Employer's contribution will rise by 87% of the increase and the employee's contribution will rise by 13% of the increase. Should the premium be decreased, the Employer's contribution will be reduced by 87% of the decrease and the employee's contribution will be reduced by 13% of the decrease. Other provisions of present Article 29 remain unchanged.

This will not penalize either party. It could benefit both parties if the trend to level off and reduce health insurance costs continues. The Sandusky County Health Insurance Fund is in good shape and is presently stable, so that a sizable increase in the premium in the near future should not be expected. The Commissioners retain authority to increase or decrease the premium, but since they will have to bear 87% of any increase they may be less willing to increase the premium. Also, since they will gain 87% of any decrease, they will be encouraged to seek more ways to cut health care costs in order to reduce the premium.

In the case of Health Insurance, comparisons of employee contributions are not very meaningful. The comprehensiveness of a plan, the quality of coverage, the benefits provided and the conditions for their utilization, the presence and the amounts of deductibles and co-pays, the premiums, the level of plan the employer is able to finance, the effects of collective bargaining, and a host of other factors make valid comparisons nearly impossible. A practical and reasonable approach is to be as fair as possible to both parties, which is what this recommendation does.

CONTRACT LANGUAGE: ARTICLE 29, GROUP INSURANCE

Section 29.1 No change.

Section 29.2 Upon the execution of this Agreement the Employer agrees to contribute up to \$175.17 per month for single employee insurance coverage and up to \$438.52 per month for family insurance coverage. If there is an increase in the premium during the term of this Agreement, the Employer's current monthly contributions for single employee insurance and for family insurance will each be increased by 87% of the increase in the premium, and the employee's current monthly contributions for single employee insurance and for family insurance will each be increased by 13% of the increase in the premium. If there is a decrease in the premium during the term of this Agreement, the Employer's current monthly contributions for single employee insurance and for family insurance will each be decreased by 87% of the decrease in the premium, and the employee's current monthly contributions for single employee insurance and for family insurance will each be decreased by 13% of the decrease in the premium. If during the term of this Agreement the Sandusky County Board of Commissioners increases or decreases their contribution cap for nonbargaining unit employees under their appointing authority, the increase or decrease to the above contribution rate of \$175.17 per month for single coverage and \$438.52 per month for family coverage will be extended to bargaining unit employees.

ARTICLE 33, SECTION 33.1: WAGES

FINDINGS OF FACT

The Paramedic job is technical (E-1, Tab B). It requires graduation from Paramedic School (the equivalent of a 2-year Associate Degree), State certification, and update training each year. The State of Ohio has had all of its Civil Service jobs professionally evaluated and slotted into 36 pay ranges. Paramedic falls in Pay Range 29 along with titles such as Data Systems Coordinator 2, Industrial Safety Inspector, Medical Records Technician, and Workers Compensation Claims Representative 2. (U-21).

Sandusky County Sheriff's Paramedic's contractual hourly rates are not indicative of their earnings because of built-in overtime. With two 24-hour days worked followed by three 24-hour days off, their annual scheduled hours are 2916--in contrast to 2080 annual scheduled hours of employees who have the usual 40-hour work week. Consequently, Paramedics work 836 hours more a year than 40-hour employees. This represents 40% more scheduled hours. Since these 836 hours are paid at 1½X, they mean 1254 paid hours. When added to the first 2080 hours paid at straight time, Paramedics have a built-in schedule of 3334 paid hours a year. This represents 60% more paid hours than the 2080 paid hours of the more typical 40-hour employee. This is the normal schedule; paid hours for both categories will be increased with overtime, whether voluntary or compulsory. For this reason, hourly wage rates are not a valid basis for comparison. Annual earnings are more appropriate. In Exhibits where only weekly wage rates were quoted, I have annualized 40-hour employees' weekly rates by multiplying them by 2080. This puts them in a position for comparison with annual earnings of Paramedics.

Annual Earnings of Comparables Submitted by Union and Employer

	<u>Start</u>	<u>Top</u>	
City of Dayton: Paramedic (40 hrs)	\$24,099	\$32,569	(U-5;U-20)
Montgomery County Sheriff: Paramedic (40 hrs)	25,834	32,053	(U-5; U-9)
City of Cleveland: EMT (40 hrs)	22,058	31,148	(U-5;U-18)
State of Ohio: Paramedic (40 hrs)	24,170	30,472	(U-5; U-8)
Randolph Twp: Paramedic (56 hrs) ¹	22,838	28,911	(U-5;U-19)
Delaware County: Paramedic (non-union; 1 rate)	26,179	= 26,179	(U-5)
Northwest Ambulance: Paramedic (1 rate) ²	26,046	= 26,046	(U-5;U-17)
Sandusky County: Corrections Officer ³	22,110	24,523	(U-7;U-12)
SANDUSKY COUNTY SHERIFF EMS: PARAMEDIC ⁴	18,188	23,311	(U-8)
Sandusky Co: Communications Off. Disp.(40 hrs)	16,744	21,174	(U-7;U-12)
Sandusky Co. Human Resources: Soc Svc 2(40 hr)	16,453	20,717	(U-7;U-15)
Sandusky Co. Human Resources: Invstgr 2(40 hr)	15,704	19,781	(U-7;U-15)
Sandusky County Human Resources ⁵ (40 hrs)	14,331	18,103	(U-7;U-15)
Sandusky County Human Resources ⁶ (40 hrs)	13,686	17,202	(U-7;U-15)
Sandusky Co. Human Res: Account Clk (40 hrs)	12,501	16,099	(U-7;U-15)
Sandusky Co. Human Resources: Clk 1 (40 hrs)	11,939	15,683	(U-7;U-15)
Sandusky Co. Countryside: Restrtrv Nurs Aide ³	13,499	14,227	(U-7;U-14)
Sandusky Co. Countryside: Food Svc Techncn ³	11,794	12,480	(U-7;U-14)
Sandusky Co. Countryside: Wardrobe Clerk ³	11,211	11,794	(U-7;U-14)
Suburban Ambulance Freemont: EMS ⁷	9,360	9,504	(E-11, Tab L)
<u>Average:</u>	<u>\$17,937</u>	<u>\$21,598</u>	

Bellevue 4 County: EMS ⁸ (E-11, Tab L)

Ottawa Ambulance - Oak Harbor: EMS ⁹ (E-11, Tab L)

- ¹ 24 hrs work/48 hrs off = 168 hrs work in 3-week cycle = avg 56 hrs week.
- ² Only one rate: \$8.70 hr; 2880 hrs a year, includes built-in overtime.
- ³ 80 hours in 2-week period = avg 40 hrs week.
- ⁴ 14 24-hr days in 5-week cycle = 336 hrs in 5 weeks = avg 66 hrs per week.
- ⁵ Account Clerk, Cashier, and Maintenance Repair have same rates.
- ⁶ Clerical Specialist and Technical Typist have same rates.
- ⁷ 12-hour shift every 3rd day = 1440 hours a year.
- ⁸ 24 hrs on/48 hrs off; \$5.75 hr + \$2.25 hr sleep time; 5 hours uninterrupted sleep time.
- ⁹ No full-time employees. On call. \$25 first hour, \$5 every hour after that until return to base. Hours per week vary.

Average annual earnings of Unit employees based on built-in overtime are \$20,890.84 (E-8, Tab I). Including voluntary overtime, average total earnings, as shown on 1994 W-2 Taxable Gross Earnings, were \$31,734.70. (E-7, Tab H).

Wage increases for Ohio Sheriff's Deputies in 1995 ranged from a low of 2% to a high of 5%, with an average of 3.51%. For 1996 they ranged from a low of 2% to a high of 5.9%, with an average of 3.34%. (U-13).

Wage increases for Sandusky County's Countryside Continuing Care Center were 4%-4%-4% (U-14).

Wage increases for Fremont school teachers were 3%-3%-3% (E-19).

SERB's survey of wage settlements negotiated in 1994 (E-5, Tab F) included:

	<u>Year 1</u> <u>Average</u>	<u>Year 2</u> <u>Average</u>	<u>Year 3</u> <u>Average</u>	<u>3-Year</u> <u>Average</u>
North Central Region	3.00%	2.99%	2.89%	2.97%
Counties	3.35%	3.19%	3.01%	3.18%
Units other than Police/Fire/Teacher	2.89%	3.11%	3.07%	3.03%

CPI increases:

April 1995	CPI-U: 3.1%	CPI-W: 3.2%	(E-6, Tab G)
May 1995	CPI-U: 3.2%	CPI-W: 3.2%	(Fact Finder)

EMS is totally funded by the County's General Fund. In 1994, out of \$11,601,142 Fund revenues, \$1,057,042.89 went to EMS. This was partially offset by the \$166,990.27 EMS revenues which were paid back into the General Fund. The net support of the General Fund was therefore \$890,052.62. The General Fund had a surplus in 1993 and 1994. A loss is predicted for 1995. (E-18, Tab R).

The Union's wage proposal (U-11) consists of (1) establishing a step system for automatic increases based on seniority and (2) then applying annual increases of 5%-5%-5% to each step. The resulting hourly rates would be:

	<u>Effective</u> <u>4/12/95</u>	<u>Effective</u> <u>4/12/96</u>	<u>Effective</u> <u>4/12/97</u>
Probation	\$6.23	\$6.54	\$6.86
1 year +	\$6.33	\$6.65	\$6.98
2 years +	\$6.44	\$6.76	\$7.10
3 years +	\$6.54	\$6.87	\$7.21
4 years +	\$6.65	\$6.98	\$7.33
5 years +	\$6.75	\$7.09	\$7.44
10 years +	\$7.17	\$7.53	\$7.91
15 years +	\$7.70	\$8.08	\$8.49
20 years +	\$8.12	\$8.52	\$8.95

This would amount to an average annual increase of 8%. (Testimony)
It would cost \$82,127.24 and would amount to a 15.76% increase over 3 years (E-20).

The Employer is proposing a wage increase of 3%-3%-3% to the existing rates, with no steps. The Employer stated that the Commissioners have refused to approve any Agreement that includes steps in addition to a general wage increase.

With built-in overtime, a 3% annual increase would raise average annual earnings from \$19,800 to \$25,338, not counting voluntary overtime.

The cost of a 3%-3%-3% wage increase would be \$1,330,173 over the three years. (E-9, Tab J)

RECOMMENDATION

With Paramedics' built-in overtime, annual earnings are the only valid basis for wage comparison with other jurisdictions. The above table of annualized earnings of each of the comparables submitted by the parties shows the \$18,188 earnings of EMS members at the start rate exceeds the \$17,937 average by 1.4%, and the \$23,311 earnings by members at the top rate exceeds the \$21,598 average by 7.9%.

With the exception of Corrections Officer in the Sheriff's Deputies' contract, a Paramedic's earnings exceeds those of all other Sandusky County employees.

Comparison with ambulance companies in the private sector is difficult, as their paramedics are mostly part-time and their compensation plans are quite different.

The jurisdictions where paramedics' annual earnings exceed those of members of this Unit are not entirely comparable. Dayton and Cleveland are large metropolitan cities, centers of business and industry. Montgomery County includes Dayton. The wage rates of paramedics in the State of Ohio Civil Service are based on job evaluations by professionals. Randolph Township is among the suburbs of Cincinnati. Delaware County is non-union and has a single wage rate. A Corrections Officer in the Sandusky County Sheriff's Department earns more on an annualized basis than the EMS Paramedic does, but it is inconclusive as to what differential would be appropriate considering the differences in duties, training, skills, responsibilities and working conditions.

In sum, the Paramedics in this Unit are not falling behind as far as it would appear. They are actually in a very good relative position. A catch-up increase is not justified on the basis of the comparables submitted by the parties.

A 3.2% general wage adjustment each year of the 3-year contract is recommended. This equals the 3.2% CPI increase. It exceeds the 3%-3%-3% increase given Fremont teachers last month. It exceeds the SERB 3.19% state-wide increase and SERB's average 3-year increases for the North Central Region (2.97%), for all counties (3.18%), and in the "Other than Police/Fire/Teacher" category (3.03%).

A step system is not recommended. There is no prevailing pattern regarding step systems among the comparables offered by the parties. Five have steps: Sandusky County Human Resources (10 steps), Montgomery County Sheriff (7 steps), City of Cleveland (6 steps), Randolph Township (5 steps), and the State of Ohio (2 steps). Seven do not have steps: Sandusky County Sheriff's Deputies, Sandusky County Countryside, Northwest Ambulance, City of Dayton, Suburban Ambulance Fremont, Ottawa Ambulance, and Bellevue 4 County. An extra boost in wages is not needed since annual earnings are not lagging behind (as hourly rates might lead one to believe). The Commissioners have stated that they will not approve a contract that has both steps and a general wage increase. Employee ratification might also be in jeopardy, as a step system favors employees with greater seniority over those with lesser seniority.

CONTRACT LANGUAGE: ARTICLE 33

Section 33.1 Effective the first full pay period following the execution of this Agreement, bargaining unit employees shall be granted a 3.2% increase. Effective on the start of the pay period closest to the first anniversary date of this Agreement, bargaining unit employees will be granted a 3.2% increase. Effective on the start of the pay period closest to the second anniversary of this Agreement, bargaining unit employees will be granted a 3.2% increase. *

Section 33.2 (See the following section on PERS.)

ARTICLE 33, SECTION 33.2: PERS

FINDINGS OF FACT

Presently the Employer picks up 6.5% of the 8.5% employee contribution to PERS. The Union is proposing that the Employer pick up the entire 8.5%. This amounts to a 2% annual increase in wages. The employer prefers to retain the present 6.5% pick-up.

Sandusky County picks up 8.5% for all employees except those in the Sheriff's EMS Unit.

RECOMMENDATION

Increase the PERS pick-up to 8.5%. This will provide parity with all employees in the Sandusky Sheriff's Department. Coupled with the 3.2% general wage increase, it will mean an effective 5.2% increase in wages.

CONTRACT LANGUAGE: ARTICLE 33

Section 33.1 (See the preceding section on Wages.)

Section 33.2 Effective the first full pay period following the execution of this Agreement, the Employer shall report eight and one-half percent (8½%) of the bargaining unit employee's contributions to PERS as "picked up" by the Employer. "Picked up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio the eight and one-half percent (8½%) contribution. No person shall have the option of receiving the "picked up" contribution in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the employees make these contributions. *

NEW ARTICLE: LONGEVITYFINDINGS OF FACT

All employees in the Sandusky Sheriff's Department except those in the EMS Unit receive longevity pay.

The Union has proposed a longevity benefit patterned after the longevity benefit in the Sheriff's Deputies' contract (U-12, Article XXIV). Employees with 5 or more years of continuous service in 1995 would receive a payment of \$25 for each year of continuous service up to 20 years. Beginning in 1996, the annual longevity payment would be increased to \$50 for each year of continuous service.

The Employer is opposed to any type of longevity payment and agreed to the Union's proposal on 3/29/95 only in order to get a contract. After the rejection of the 3/29/95 Tentative Agreement by OPBA members, the Employer has placed this proposal back on the table.

Half of the employees in the Unit were hired before 1990 and half were hired after 1990.

Since seniority increases every year, this proposal equates to an increase of from 1.0% to 1.5%. It would cost \$16,050 over the life of the contract.

RECOMMENDATION

Do not include a longevity provision in the contract. Half of the membership would receive no benefit from it. This could have a divisive effect on the membership.

NEW ARTICLE: INJURY LEAVEFINDINGS OF FACT

When an employee is injured on the job, a claim for Workers Compensation must be filed within 24 hours. An investigation follows, which may take some time. If approved, the employee will receive, among other things, 2/3 of his salary as long as he is not able to work.

The Sandusky Sheriff's Deputies have a clause in their contract whereby an employee injured on the job (provided he files a timely Workers Comp claim) will immediately receive an Injury Leave with full pay for up to two months. When Workers Comp is received, he pays to the Employer the benefits received from Workers Comp. Injury Leave pay makes up the 1/3 gap. If the employee is ruled ineligible for Workers Comp he is also ineligible for Injury Leave and the payments already received will be charged against his sick leave. (U-6, U-12, Article XXI).

The Employer considers this inappropriate for Paramedics. Their working conditions are significantly different from Sheriff's Deputies. The Employer only agreed to this on 3/29/95 to get a contract.

RECOMMENDATION

Add new Article, Injury Leave, to the contract.

Just because Police Officers may be more likely to be injured on line of duty than Paramedics is no reason that a Paramedic injured while performing an essential function of the paramedic job should receive only 2/3 of his salary while a Police Officer injured while performing an essential function of the police officer job receives full salary. Every injury is equally serious for the person injured. Also, the fewer injuries, the less cost to the Employer.

CONTRACT LANGUAGE: ARTICLE , INJURY LEAVE *

Section .1 In the event a bargaining unit employee is injured while in the performance of performing the essential functions of a paramedic, as differentiated from other work-related injuries resulting from accident, the employee will receive full pay, provided he files for Workers' Compensation for a period of time he is actually disabled, as certified by a physician, but for no longer than two (2) months from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or, if unable to submit a Report of Injury, the supervisor shall submit the report. The receipt of compensation under this Article shall not affect the accrual of seniority or benefits. Application for Workers' Compensation and the waiver assigning those sums of money he would normally receive as weekly compensation (temporary total compensation) as determined by law for those number of weeks he receives injury leave shall be made by the employee simultaneous to application for Injury Leave, and upon approval of the claim by the Ohio Bureau of Worker's Compensation the employee shall pay to the Employer all compensation benefits paid by Workers' Compensation for the period during which the employee received full pay. If the employee is deemed ineligible for Workers' Compensation benefits he shall be deemed ineligible for any Injury Leave benefits, and the period of absence may be deducted from his accrued sick leave subject to the provisions of the Sick Leave Article herein. *

Section .2 The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee, and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for Injury Leave. If the employee is found to have been in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied Injury Leave. *

Section .3 This Article shall not be applicable to injuries incurrd by employees prior to the effective date of this Agreement. *

ARTICLE 37: DURATION OF AGREEMENTFINDINGS OF FACT

The present Agreement is effective from 4/13/92 through 4/12/95. The 3/29/95 Tentative Agreement, had it been accepted, would have been effective from 4/13/95 through 4/12/98. The Union proposes that any new Agreement reached as a result of Fact Finding also be effective from 4/13/95 through 4/12/98; however, it would not be averse to a shorter first-year contract providing that wage increases and benefits are made retroactive to 4/13/95. The Employer proposes that any Agreement reached as a result of Fact Finding be effective at the start of the pay period following the acceptance of the Fact-Finder's Report and that annual increases be effective at the start of the pay periods nearest the anniversary date of the 1995 Agreement.

Bargaining history in this Unit, as well as in other Units in the Sheriff's Department, has been that successor contracts are made effective the day after the expiration of the prior Agreement. With events connected with the change in this Unit's Collective Bargaining Representative in 1992, bargaining was delayed and agreement on a new contract was not possible by April 13. Fact Finding was held in September, and the Fact Finder's Report was submitted in December. Payments retroactive to April 13 were made. The Unit's unique scheduling and built-in overtime made the retroactivity computations especially difficult. The Employer's Administrative Assistant testified that she is--three years later--still trying to straighten out PERS with the State of Ohio because of the retroactivity in 1992.

Section 4117.14(G)(11) of the Ohio Public Employee Collective Bargaining Act does not permit a conciliator to make retroactive increases effective in the year of his settlement award; they can be made effective only from the beginning of the following year. If this Fact Finding Report should be rejected and a Conciliator is appointed in 1995, the Conciliator may not order retroactivity effective in 1995.

In order to assure that this does not happen, the Union has proposed a new Section in Article 37 giving a Conciliator the authority to order increases in wage rates and other economic items in the year in which he is appointed.

Section 4117.14(G)(11) states that the parties may, at any time, amend or modify a Conciliator's award by mutual agreement.

The Employer objects to the Union's proposal to add language which would allow a Conciliator to award a retroactive increase in the year in which he is appointed, claiming that this could serve to prolong negotiations. Also, that it would be what the law calls a Mutually Agreed Upon Alternate Dispute Settlement Procedure (MAD). Section 4117-9-03 states that if the parties enter into a mutually agreed-upon dispute settlement procedure during pendency of the statutory procedure, SERB involvement ceases and SERB will not pay for Fact Finding.

This Unit has never gone beyond Fact Finding and therefore has never had a need for Conciliation.

The Employer stated that the Administrator of SERB's Bureau of Mediation admitted to the parties that SERB does not consider this Unit a Conciliation Unit and

that SERB will not appoint a Conciliator. The Union's reply was that the Union is committed to a court challenge of this statement by SERB's Administrator of Mediation.

RECOMMENDATION

First, the Agreement shall be effective at the start of the pay period following acceptance of the Fact Finder's Report. Annual increases shall be at the start of the pay periods nearest the first and second anniversaries of the Agreement.

Retroactivity is appropriate in many circumstances, for example where the elapsed time between expiration of the former contract and ratification of the new contract is not excessive, during joint exploration of an innovative procedure, in exchange for concessions, for a pledge of future cooperation, etc. The Union membership has a right to reject a tentative agreement and send its representatives to Fact Finding to try again. The County Commissioners have the same right. A lengthy prolonging of negotiations in an effort by either party to get a contract more to its liking does not, in the opinion of this Fact Finder, justify retroactivity. It is particularly so in this Unit, as there are computation problems (e.g., with PERS) not encountered in most bargaining units.

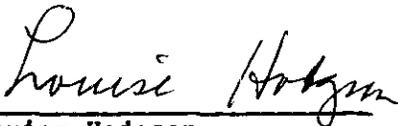
Second, do not add a provision to give a Conciliator power to order retroactive increases during the year of appointment. This could lessen the incentive for prompt settlement. Such a provision would require mutual agreement, and it is not likely that the Employer would agree. Finally, such a provision could be the cause of prolonged and expensive litigation.

CONTRACT LANGUAGE: ARTICLE 37

Section 37.1. This Agreement represents the total and complete Agreement on all matters subject to bargaining between the Employer and the Union and shall be effective on _____, 1995 [start of the first pay period following acceptance of the Fact Finder's Report] and shall remain in full force and effect until _____, 1998 [start of pay period nearest the third anniversary of the effective date of the Agreement] provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein. *

Section 37.2. No change.

Section 37.3. No change.


 Louise Hodgson
 Fact Finder

Date

July 13, 1995

PROOF OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served on the following by sending U.S. Express Mail on this 13th day of July, 1995, for overnight delivery on July 14, 1995:

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Date

July 13, 1995

Louise Hodgson
Louise Hodgson
SERB Fact Finder