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**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the Matter of Fact-finding]
Between:]
]
]
Ohio Patrolmen's Benevolent]
Association (Paramedics)]
]
and]
]
Sandusky County Sheriff]
(EMS)]

Case No. 98-MED-05-0584

Raymond J. Navarre
Fact-finder

**FACT-FINDING REPORT
and
RECOMMENDATIONS**

Date of Issuance: October 15, 1998

Date of Hearing: October 2, 1998

Location of Hearing: Sandusky County Sheriff's Office
Countryside Drive
Fremont, Ohio

Present for the Fact-finding: Eugene P. Nevada
Donald J. Binkley
Clemans, Nelson & Associates, Inc.
Representing Sandusky County Sheriff
Tim Grabenstetter, Sandusky County Personnel Dept.

Joseph Hegedus, OPBA Labor Counsel
Representing OPBA
Bob Sheltenhelm, Sandusky County Sheriff's EMS
Todd Cipollo, OPBA
Nancy Kaiser, Sandusky County Sheriff's EMS

Note that for purposes of identification in this document, The Sandusky County Sheriff and his representatives, Eugene P. Nevada and Donald J. Binkley will be referred to as the **Employer** and Joseph Hegedus, OPBA will be referred to as the **Union**.

The Fact-finding started at 10:00 AM and concluded after 1:00 PM.

BACKGROUND

The bargaining unit consists of approximately twenty employees, which include full time paramedics below the rank of Captain.

The Employer and the Union met on a number of occasions and arrived at a tentative agreement on a number of issues but were unable to arrive at a tentative agreement on eight issues. These were submitted to the Fact-finder.

This matter came for a hearing on October 2, 1998, before Raymond J. Navarre, who had been appointed as Fact-finder in a letter dated June 26, 1998, in compliance with Ohio Revised Code Section 4117.14 (C)(3) and Ohio Administrative Code Section 4117-9-05. The Fact-finder contacted the parties involved: Eugene P. Nevada, representing the Sandusky County Commissioners and Joseph Hegedus, representing the employees. At the request of both parties, the fact-finding was extended. Finally, the date of October 2, 1998 was set for the fact-finding.

The Union and the Employer presented the Fact-finder with statements regarding their positions on the unresolved issues.

FACT-FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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 interest and welfare of the public, and 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; and,

(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

ARTICLES RESOLVED

All the articles not listed in the following section, UNRESOLVED ARTICLES, were resolved, agreed to by both parties.

UNRESOLVED ARTICLES

The unresolved issues are:

- Issue 1 Article 21 Sick Leave - Section 21.1
- Issue 2 Article 22 Employee Attendance Bonus - Sections 22.1, 22.2 and 22.3
- Issue 3 Article 28 Injury Leave - Sections 28.1, 28.2 and 28.3
- Issue 4 Article 29 Holidays - Sections 29.1, 29.2, 29.3 and 29.4
- Issue 5 Article 30 Vacation - Section 30.3
- Issue 6 Article 31 Group Insurance - Sections 31.1, 31.2 and 31.3
- Issue 7 Article 32 Uniforms/Continuing Education - Section 32.1
- Issue 8 Article 35 Wages - Sections 35.1 and 35.3

Both the Union and the Employer are in agreement that the Articles and Sections listed above are the unresolved issues.

- ISSUE 1 Article 21 Sick Leave - Section 21.1

The union proposes that the following be added to the current language: "However, payment for sick leave shall include payment for those "built in" overtime hours an employee would have been otherwise scheduled to work during the hours which the employee is on approved sick leave."

The Employer wishes to retain the current language.

The Union argued that when members of the bargaining unit are on sick leave, they lose the overtime they would have been scheduled to work.

The Employer says that the language of the proposed change is ambiguous and cites examples to support the statement. In addition, the Employer says the Union agreed to the current language and now seeks to renege and the change would be a direct cost item under any interpretation.

The Fact-finder agrees with the Employer's position that the Union's proposal is ambiguous. The Fact-finder makes the following recommendation.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented above, the Fact finder's recommendation is that the collective bargaining agreement remain as is, have the current language in respect to Article 21, Sick Leave.

ISSUE 2 Article 22 Employee Attendance Bonus - Sections 22.1, 22.2 and 22.3

The Union proposes that employees shall be eligible to earn personal leave days as a result of not using accrued sick leave. The earning of personal leave days will depend on the employee not utilizing any sick leave for a period of four (4) months. The only exception would be the use of sick leave for the death of the member of the employee's immediate family or for any injury incurred in the line of duty. The additional personal leave days have to be used with an approval by the supervisor during the year following the date of accrual, without accumulation or carry over.

The Employer argues that the present language existed in four previous agreements, a liberalization of the present program would encourage Paramedics to come to work ill, the schedule and working conditions of the Paramedics are vastly different than those of the Sheriff's Deputies and it makes no sense to provide additional and costly leave to

employees who already have two (2) days off after working one (1) day. The Employer also states that the Union sought this change in the last Fact-finding without success and nothing has changed since then.

No arguments were offered by either party that sick leave was being abused or that other EMS units were receiving an attendance bonus comparable to the one being proposed.

It is the Fact finder's recommendation that the language of Article 22 of the current contract be retained.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented above, the Fact finder's recommendation is that Article 22, Employee Attendance Bonus, remain as in the current collective bargaining agreement.

ISSUE 3 Article 28, Injury Leave - Sections 28.1 and 28.3

The Union's proposal is to expand the two (2) month period of paid leave into a three (3) month period of paid leave. To support their proposal, the Union notes that both the past and the present collective bargaining agreement between the Sandusky County Sheriff and the OPBA (present) and FOP, Ohio Labor Council (past) has a three (3) month period of paid leave for employees injured while in performance of their duties.

The Employer's position is to retain the current language. The Employer argues that it is a potential cost item and this provision could encourage Workers' Compensation fraud. The Employer also notes that when a Workers' Compensation claim is denied, the worker may lack sufficient sick leave to repay the period of absence. If this is the case, the question as to how this could be handled is probably the way it is handled in the Collective Bargaining Agreement now in force with the OPBA.

In examining both positions, the Fact-finder recommends that the current language be changed to three (3) months from the present language of two (2) months for the period of paid leave.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented above, the Fact finder's recommendation is that collective bargaining agreement in Article 28, Section 28.1, the current language in respect to the period of paid leave be changed to three (3) months, as proposed by the Union.

The issue of "built-in" overtime hours has been addressed earlier in this report and the Fact-finder finds no reason to add this to Section 28.3. The Fact-finder recommends the current language for this section.

ISSUE 4 Article 29 Holidays - Sections 29.1, 29.2, 29.3 and 29.4

The Union proposes in Section 29.3 that an employee who actually works on an authorized holiday shall receive his or her applicable rate of pay for all hours worked up to twenty-four (24) consecutive hours, plus holiday premium pay of one-half of his or her regular hourly rate of pay, multiplied by the number of hours actually worked on the holiday. Also, the Union proposes an addition to Section 29.4 that the calculation and payment of the holiday pay and holiday premium pay contained in the article shall not affect the calculation and payment of overtime otherwise required by Article 19 of the agreement.

The Union, as in Article 28, notes that both the past and present collective bargaining agreements between the Sandusky County Sheriff and the OPBA (present) and the FOP (past) have similar holiday pay to that proposed by the Union. In addition, the Union submitted the 1998 Sandusky EMS negotiations payment schedule for holidays worked to support their proposal.

The Employer's position is that an additional four (4) hours of holiday pay constitutes an

additional cost on top of an already liberal program and the Union is seeking to renege on the holiday pay and overtime treatment negotiated in the last contract. The Employer further states the proposal would lead to "pyramiding" , there is no need for an additional incentive to get employees to work on a holiday and their is no effective parity argument to be made with other Sheriff's employees because of the difference in the length of the shifts and the workweeks.

If the renegeing argument of the Employer is taken to its logical conclusion, it would mean no contract once negotiated would ever change. However, the Fact-finder does consider the issue of pyramiding and parity in respect to the length of the shifts and the workweeks and finds for the Employer. It is the recommendation of the Fact-finder that the current language of the contract be retained.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented above, the Fact finder's recommendation is that Article 29, Holidays, remain as in the current collective bargaining agreement.

ISSUE 5 Article 30 Vacation - Section 30.3

The Union proposes that there be a carry-over of up to two (2) years' accumulated vacation. The Union argues that the contracts mentioned above involving the Sandusky County Sheriff and the OPBA and the FOB provide the two (2) years' accumulated vacation and EMS should have the same.

The Employer argues that vacations are accrued liabilities and when the carry-over is two (2) years, a decision has to be made as to whether it is LIFO or FIFO and must revise it as a wage increase annually.

The Fact-finder's response is that if a carry-over of two years can be managed for one group of employees, then the Employer ought to be able to manage it for another group of employees.

The Fact-finder 's recommendation is that there be a carry-over of up to two (2) years' accumulated vacation.

RECOMMENDATION

After considering the statutory criteria and findings of fact presented above, the Fact finder's recommendation is that in Article 30, Vacation, Section 30.3, the language be changed to allow carry-over for up to two (2) years' accrued vacation. An employee wishing to carry-over up to two (2) years' accrued vacation, must notify the Employer at least thirty (30) days prior to his/her anniversary date.

ISSUE 6 Article 31 Group Insurance Sections 31.1, 31.2 and 31.3

The Union proposes the current language for Section 31.1 of this article. The Union proposes a total 87/13 split on cost. Also, the Union proposes \$25,000 in life insurance.

The Union used as its argument the material in its Exhibit 6 from the mediation in May 1998.

The Employer proposes that the current language in Section 31.1 be changed by replacing " level of benefits substantially equal to the plan currently provided" to " same plan provided to other county employees".

The Employer proposes to replace the current language of Section 31.2 with the following. "Upon the effective date of this Agreement, the Employer agrees to contribute an amount of money equal to eighty-seven percent (87%) of the cost of the health insurance plan that is provided to other county employees, toward the purchase of employee health insurance."

The Employer proposes that a new Section 31.3 be added with the following wording. "If an employee accepts the same plan as other county employees, then the employee, through payroll deduction, shall contribute an amount equal to the remaining thirteen percent (13%) of the applicable health insurance premium."

The Employer proposes that a new Section 31.4 be added with the following wording. "If an employee desires to secure, or is awarded, greater health insurance coverage than that provided to other county employees, the Employer's total contribution toward all such insurances shall be the amount described in 31.1, with the remainder of the cost borne by the employee through payroll deduction."

The Employer's argument is that health insurance costs have been escalating, the only leverage in shopping for cost-effective coverage lies in economies of scale, the EMS employees cannot stand in the way of the county being able to negotiate a better rate for different coverage, if individual employees or one bargaining unit desires more coverage, they should pay for it, life insurance is a cost item and Section 31.1 is a "deal breaker".

The Fact-finder recommends the Union proposal.

RECOMMENDATION

After considering the statutory criteria and findings of fact presented above, the Fact finder's recommendation is that Article 31, Group Insurance be worded as follows.

Section 31.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits substantially equal to the plan currently provided.

Section 31.2. Upon the execution of this Agreement, the Employer agrees to contribute an amount of money equal to eighty-seven percent (87%) of the health insurance premium for all employees, and the employees, through payroll deduction, shall contribute an amount equal to thirteen percent (13%) of the applicable health insurance premium.

Section 31.3. Effective as soon as practical after the execution of this Agreement, the Employer shall provide for Twenty Five Thousand Dollars (\$25,000.00) life insurance for each bargaining unit employee.

ISSUE 7 Article 32 Uniforms/Continuing Education - Section 32.1

The Union proposes adding language that would require the Employer to provide all uniforms and equipment initially and make an unrestricted payment of \$450 to each employee annually.

The argument presented by the Union is that employees would have to make their purchases of uniforms and equipment from their personal funds and would then have to wait for the reimbursement from the Employer. This could create a financial hardship for the employee.

The Employer proposes reimbursement up to \$400 per year, without a carry-over.

The Employer's argument considers what would happen in the case of an employee hired in December, supplied with uniforms and equipment and a month later receive \$450. The Employer goes on to state the possibility of an abuse resulting from giving an employee a check for uniforms and that the IRS would require income tax be withheld from such payments as well as that it be considered in the hourly wage for overtime purposes. Finally, the Employer states that the only system that has honesty and integrity is one that promptly reimburses employees for approved purchases.

Considering the arguments presented and taking into account the financial implications, the Fact-finder recommends basically the Employer's proposal with some modifications.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented above, the Fact finder's recommendation is that Article 32, Uniforms/Continuing Education, be worded as follows.

Section 32.1. The Employer will determine the proper uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform upon reporting for duty. Employees will be authorized up to four hundred dollars (\$400.00) per calendar year to be effective January 1, 1999, for the purchase of uniforms required by the Employer. Quantities will be specified by the Employer. There will be no carry-over of the annual uniform authorization. The Employer will provide a list of uniform items and authorized suppliers. The employees on their own time, will purchase necessary items and will be reimbursed in a reasonable amount of time after submitting a receipt showing the articles purchased and the date of purchase.

There was a discussion concerning a side letter to cover a purchase order in respect to the purchasing of uniforms. The Fact-finder understood that this would be by the agreement of both parties and would not be a part of this agreement.

ISSUE 8 Article 35 Wages - Sections 35.1 and 35.3

The Union proposed a system of pay steps with annual increases in longevity compensation.

The Union presented many exhibits to support their proposal. The exhibits covered paramedic wages and longevity pay in the Sandusky County area as well as some from more distant areas, employee turnover rate, the county's sales tax revenue, interest on investments, its general fund, real estate and personal property valuations, collections on billings for EMS runs and other items pertinent to the proposal.

The Employer proposed a system that combines wages and longevity to provide approximately a three percent (3%) increase to each employee each year.

The Employer offered a number of exhibits covering population figures, per capita income for the county, the rank of counties by average income, revenue and expenses for the county as well as many other exhibits pertinent to the proposal.

The Employer stated that the county has been projecting a loss for 1998 and budgets are

being cut for all county office holders. The Employer gave the costs for the Union's proposal and the Employer's proposal as well as the amount of increases given to all other units within the Office of Sheriff.

In making a recommendation concerning Article 35, Wages, the Fact-finder considered not only this article but all the articles in the agreement and in particular, the financial aspects of the agreement as a whole. The Fact-finder makes the following recommendation.

RECOMMENDATION

After considering the statutory criteria and the findings of fact presented, the Fact finder's recommendation is the wording of Article 35, Wages, be as follows.

Section 35.1. Effective July 27, 1998, the following wages and pay steps will be implemented:

| <u>Years of Service</u> | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Starting rate of pay | \$6.50 |
| After one (1) year | \$6.70 |
| After two (2) years | \$6.90 |
| After three (3) years | \$7.10 |
| After four (4) years | \$7.30 |
| After five (5) years | \$7.50 |

Any employee whose current hourly wage rate exceeds the top rate set forth above shall receive a two percent (2%) base wage increase effective July 27, 1998. Employees shall progress from one wage step to the next step on the anniversary date of their full-time hire with Sandusky County.

Effective July 27, 1999, all bargaining unit employees shall receive a two and one-half percent (2 1/2 %) base wage increase. Effective July 27, 2000, all bargaining unit employees shall receive a three percent (3%) base wage increase.

Section 35.2. The current language is retained without change.

Section 35.3. Effective July 27, 1998, an eligible bargaining unit employee shall receive longevity compensation based upon his/her total years of continuous service which has been completed as of his/her anniversary date of hire with Sandusky County. Payment of longevity compensation shall be made by translating the amounts due under this Section into an hourly rate in a manner consistent with the fair Labor Standards Act (29 U.S.C. 201) and this agreement.

Each employee who has completed a minimum of five (5) years of continuous service with the Sheriff's Department shall receive an annual longevity payment in accordance with the following schedule:

\$50.00 for each year of continuous employment from the completion of the fifth (5th) year through the ninth (9th) year.

\$60.00 for each year of continuous employment from the completion of the tenth (10th) year through the fourteenth (14th) year.

\$70.00 for each year of continuous employment from the completion of the fifteenth (15th) year through the nineteenth (19th) year.

\$80.00 for each year of continuous employment from the completion of the twentieth (20th) year and thereafter.

The maximum longevity compensation to be paid under this Article and Section is One Thousand Six Hundred Dollars (\$1,600.00).


Raymond J. Navarre, Fact-finder

Dated October 15, 1998

CERTIFICATE OF SERVICE

Originals of the foregoing Fact-finding Report and Recommendations were served upon Joseph M Hegedus, Attorney at Law, Climaco, Climaco, Lefkowitz & Garofoli Co., L.P.A., 175 South Third St., Columbus, Ohio 43215, and upon Eugene P. Nevada, Director of Research and Development, Clemans, Nelson & Associates, 355 East Campus View Blvd., Suite 125, Columbus, Ohio 43235-5616, by overnight express service, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 15th day of October, 1998.


Raymond J. Navarre, Fact-finder