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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the matter of	*	Case No. 01-MED-10-0915
Conciliation between:	*	
Lucas County Commissioners Emergency Medical Services	*	Conciliator:
	*	Martin R. Fitts
and	*	
District 2A, TTWISEU	*	April 17, 2002

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AWARD OF THE CONCILIATOR

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APPEARANCES

For the Lucas County Commissioners (the Employer):

Steven Spirn, Labor Relations Consultant
John Zeitler, Director, OMB
Gary Orlow, EMS Manager

For District 2A, TTWISEU (the Union):

Joan Torzewski, Attorney
Jim Briggs, Union Steward

PRELIMINARY COMMENTS

The bargaining unit consists of thirteen dispatchers employed at Lucas County Emergency Medical Services. The conciliation hearing was held on April 11, 2002 at the Union's offices. Both parties submitted written position statements prior to the hearing. Both parties attended the hearing and elaborated upon their respective positions through the testimony of witnesses and the admission into the record of a number of exhibits. There were seven issues at impasse: 1) Across the Board Wage Increases; 2) Add Three Steps to Wage Schedule; 3) Increase Differential for Lead Dispatchers; 4) Signing Bonus; 5) Additional 4-hour Discretionary Holiday; 6) Service Factor; and 7) Uniform Allowance. The parties declined an offer of mediation at the hearing. However, the parties did stipulate that the issue "differential for lead dispatchers" was taken off the table, as the parties had reached agreement on how the "across the board wage increase" would be applied to the differential stated in the existing collective bargaining agreement. Thus six issues were submitted for conciliation.

In rendering this conciliation award, the Conciliator has given full consideration to all testimony and exhibits presented by the parties. In compliance with Ohio Revised Code, Section 4117.14 (G) (7) and Ohio Administrative Code Rule 4117-9-06 (H), the Conciliator considered the following criteria in making the findings and recommendations contained in this Report:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved 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; 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 final offer settlement through voluntary collective bargaining mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

Further, the Conciliator has attempted to strike a fair and balanced award that addresses the concerns of both parties, as well as the interests of the taxpayers in Lucas County. As all of the issues at impasse dealt with economics, the resulting award should be considered in its entirety. It was crafted with the intent of maximizing the economic benefit to the employees of the bargaining unit while staying within the constraints of the economic uncertainties facing the Employer.

ISSUES AND AWARDS

Issue: Across the Board Wage Increases

Positions of the Parties:

The Union is asking for a 4% increase across the board in the first year, a 4% increase in the second year, and a 3% increase in the third year.

The Employer is offering a 3% increase in the first year, a 2.5% increase the second year, and a 2.5% increase in the third year.

Discussion:

The Union presented evidence that the dispatchers in other jurisdictions throughout the county are paid greater wages, although the dispatchers in this unit are required to communicate emergency medical information that other jurisdictions do not. While on the surface this appears to be a compelling argument, the Employer noted that the dispatchers follow a protocol that has been developed and are not making medical decisions in a vacuum. Further, it would be reasonable to assume that dispatchers and call takers in other jurisdictions also are required to follow protocols that deal with different types of situations peculiar to their jurisdictions. Nonetheless, the evidence clearly showed that the other jurisdictions within Lucas County pay their respective dispatchers and call takers higher wages than the Lucas County EMS.

The Union contended that the lower wages are a primary reason that turnover is high in the bargaining unit. No concrete evidence was presented to support this.

The Employer noted that, unlike most dispatchers and call takers in other jurisdictions, the members in this bargaining unit do not pay anything toward their health insurance premiums. It presented evidence that in the next two years the health insurance premiums will increase significantly. It argued that if the increased dollars that will be spent on health insurance premiums were attributed to the wage increase instead, the Employer's proposal of 3% increases would actually be 5.62% the first year and 4.17% the second year. The Employer also noted that this bargaining unit represents one of twenty-six bargaining units within the jurisdiction of the Lucas County Commissioners.

Without question the provision of health insurance at no premium cost is a valuable benefit with real cost to the Employer. However, it was noted that this bargaining unit has participated in cost containment efforts that the county has undertaken in conjunction with all of its bargaining units. This cost containment has resulted in more out-of-pocket costs for the employees. Additionally, the current efforts have resulted in a two-year contract for health insurance. As this is a three-year agreement, there is no guarantee as to what the health insurance costs to employees in this bargaining unit will be in the third year of this agreement. It would be unfair to the employees in this bargaining unit to accept the Employer's argument as the basis for the conciliation award on this issue only to have the argument rendered meaningless should the employees' out-of-pocket costs for health care rise significantly in the third year of this agreement.

The evidence shows that call takers and dispatchers with other jurisdictions in Lucas County are paid higher wages than these positions. The Employer noted correctly that these other jurisdictions represent political subdivisions with different sources of revenue than the county has. There is no question that the County's revenue sources are limited. Also, the amount of revenue that will be generated by the 0.25% of the sales tax dedicated to safety services (which includes this bargaining unit of the emergency medical services) over the next several years is uncertain. However, the fact remains that there is a source of revenue dedicated to this and other related services. Additionally, the evidence showed that a 14th position in this bargaining unit is currently budgeted, but being held vacant. With the small number of employees in this bargaining unit, the money budgeted but unspent on the vacant position will, in relatively few months, generate enough savings to fund the additional wage increase proposed by the Union.

The Employer noted SERB comparables of statewide and region-wide averages for wage increases, as well as wage increases for other county employees. However, the Union's argument using the comparables for call takers and dispatchers working within the same emergency system in Lucas County is more compelling.

The Employer argued that wage increases for this bargaining unit have historically been comparable to those received by employees in other county departments funded by the county's general revenue fund. However, the Union's proposal is not significantly higher than what the Employer testified other county employees were receiving. Most importantly, the Union's proposal will provide a closing of the gap between this bargaining unit and others performing similar work without creating an undue burden on Lucas County.

Award:

The Conciliator awards the Union's proposal for wage increases of 4% the first year of the agreement, 4% the second year of the agreement, and 3% the third year of the agreement.

Issue: Add Three Steps to Wage Schedule

Positions of the Parties:

The Union proposed adding to the current five-step wage schedule by including a step 6 that would increase the hourly rate for employees with seven to fourteen years of service by 1%; a step 7 that would increase the hourly rate for employees with fourteen to twenty years of service by an additional 1%; and a step 8 that would be another 1% increase in the hourly rate for employees with twenty-four or more years of service.

The Employer proposed maintaining the current contract language providing for a five-step wage schedule.

Discussion:

Again the Union cited several comparable collective bargaining agreements that provide for longevity payments to employees. It also cited some agreements that include more than five steps in their wage schedules. The Union noted that other than the five-step wag schedule there is no provision for longevity for employees in this unit.

The Employer's arguments relative to the value of paying 100% of the health insurance premiums is perhaps the most effective here. The cost of health care for the Employer is a known quantity for the next two years. But the future after that is uncertain. It appears that costs for health insurance will continue to rise at a greater rate than other costs in the foreseeable future.

The Union argued that this proposal would only place six employees in step 6 immediately, and no one in steps 7 or 8. However, should employee retention improve with the closing of the wage scale gap with other dispatcher/call taker bargaining units, it would seem that the likelihood of a large number of the employees moving into these proposed wage steps in the future would be far greater. Thus, if the Union proposal were awarded, the Employer could be faced with a double hit of continued significant health care premium increases while facing a significant number of bargaining unit members rising up into the proposed steps 6 through 8 at the same time.

Health care is a valued and costly benefit, and rising premium costs to employers only make it more so. In fact, it is a benefit that may greatly increase in value to a bargaining unit as its members age. This benefit may ultimately prove much more valuable than an additional three steps in the wage schedule. Of course, should the health care premium costs prove to decline or increase at a slower rate in the future, the bargaining unit has the ability in future negotiations to attempt to gain additional wage increases to offset any perceived loss in the value of health care as a benefit.

At the present time, however, it does not seem prudent to award additional steps in the wage schedule that may hamper the Employer's ability to provide benefits to employees down the road. The Union's proposal for an across the board wage increase, that was awarded above, more than compensates for the economic effect of not awarding this proposal.

Award:

The Conciliator awards the Employer's position of retention of the existing 5-step wage schedule.

Issue: Signing Bonus

Positions of the Parties:

The Union is asking for a signing bonus of $650.

The Employer is offering a signing bonus of $350.

Discussion:

Not much evidence was offered by either party with regard to the signing bonus. The past history of this labor agreement does not provide much guidance either. In the past signing bonuses have been $300, $650, and $350. The only argument offered by the Union in favor of its $650 proposal for this contract is that it had originally proposed $950, and that the $650 represents a compromise with the Employer's $350 proposal. This does not provide the Conciliator with a compelling reason to favor its position on this issue.

Award:

The Conciliator awards the Employer's proposal for a signing bonus of $350.

Issue: Additional 4-hour Discretionary Holiday

Positions of the Parties:

The Union is proposing an additional 4-hour discretionary holiday be added.

The Employer proposes retaining the number of holidays that appear in the existing contract.

Discussion:

The Union's proposal for the additional 4-hour discretionary holiday appears to be based, at least in part, on the contention that the administrative employees of EMS receive four hours off on election day. The current contract already provides for 11 full holidays, 3 half-day holidays, and 2 personal days. No compelling reason was given to persuade the Conciliator that this additional half-day is warranted.

Award:

The Conciliator awards the Employer's proposal for retention of the current contract language regarding holidays.

Issue: Service Factor

Positions of the Parties:

The Union proposes that a service factor of $50 be paid to each employee in January of each year of the agreement.

The Employer proposes no such service factor.

Discussion:

Currently there is no provision for the payment of a service factor in the collective bargaining agreement. The Union proposes this in order to more closely parallel the

Sheriff's Office. However, the nature of the work done by the EMS dispatchers does not closely relate to the work performed by the majority of the employees in the Sheriff's Office. There is no compelling reason for the Conciliator to make an award creating a service factor in this collective bargaining agreement.

Award:

The Conciliator awards the Employer's proposal for no service factor.

Issue: Uniform Allowance

Positions of the Parties:

The Union proposed either raising the uniform allowance to $300 annually, or retaining the current $150 annual allowance if the county provides the uniform pants.

The Employer proposed retaining the current contract language that calls for an annual uniform allowance of $150.

Discussion:

The Union noted that the Sheriff's Department dispatchers receive an annual uniform allowance of $480 and uniform pants are provided. The City of Toledo 911 call takers and fire dispatchers are provided their uniforms and uniform allowances of $350 annually. It contends that the members of this bargaining unit perform similar work to these comparables, and should receive a uniform allowance that is closer to what the others receive.

The Employer noted that the comparables offered by the Union are from bargaining units that also include police and deputy units. The members of this bargaining unit are not performing their work in the field and do not experience excessive wear and tear on their uniforms.

The Conciliator finds the Employer's argument to be compelling and reason to award this position. There was no evidence offered on the part of the Union that demonstrated an economic detriment to this bargaining unit if the existing contract language is retained.

Award:

The Conciliator awards the Employer's proposal for retention of current contract language calling for a uniform allowance of $150 annually.

This conciliation award issued by:

Martin R. Fitts
Conciliator
April 17, 2002