Johnson County/AFSCME #183 (Ambulance) 2006-07
CEO: 347
SECTOR: 2

RECEIVED
2007 FEB 28 AM 8:57
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

BETWEEN	)	
	)	
JOHNSON COUNTY,	)	
	)	HUGH J. PERRY, FACT-FINDER
PUBLIC EMPLOYER,	)	
AND	)	
	)	Recommendations issued:
AFSCME LOCAL 183,	)	February 27, 2007
	)	
EMPLOYEE ORGANIZATION.	)	

APPEARANCES:

FOR JOHNSON COUNTY:
Judy Perkins, Bargaining Representative

FOR AFSCME LOCAL 183:
Tom Anthony, Business Representative

INTRODUCTION

AFSCME Local 183 represents a bargaining unit comprised of employees of the Johnson County Ambulance Service. The parties have resolved all impasse issues with the exception of **Wages, Holidays, Supplemental Pay, Leaves of Absence** and **Insurance.** They engage statutory fact-finding to complete their contract. Impasse time lines have been extended to allow for completion of the process. A hearing was held on February 12, 2007 at the Johnson County Administration Building in Iowa City. Following the presentation of testimony, exhibits and arguments, the hearing was closed on that date. In making the recommendations which follow, I have considered the criteria set forth in section 20.22(9) of the Public Employment Relations Act.

BACKGROUND

Johnson County is Iowa's 5th most populous county (111,000). Iowa City is the county seat, home of the University of Iowa. AFSCME Local 183 represents a bargaining unit comprised of employees of the Johnson County Ambulance Service, the exclusive provider of emergency ambulance service in the county (614.5 square miles). The service answered 5,803 calls for the

period July 1, 2005 to June 30, 2006. There are some 48 employees in the bargaining unit (20 full time paramedics, 1 full time clerk, 13 part time paramedics, and 14 part time EMT -Basics). The service operates three ambulances 24 hours a day, seven days per week, two out of Iowa City and one out of its Coralville location. Each is staffed by two paramedics. The ambulance employees are scheduled to work 40 hours per week, 2080 hours per year. The paramedics work a variety of shifts, 8 hours, 12 hours, 16 hours and 24 hours on a rotating schedule. Part time paramedics fill in open hours as needed. EMT-Basics serve as Mobile Care drivers for the University of Iowa Neonatal Transport program as well as staff the ambulances during events at the U of I. There are 475 county employees total, including 192 non-bargaining employees. There are six bargaining units. The parties are concluding a one year contract, July 1, 2006 to June 30, 2007. This contract was finalized following Fact-finding in March of 2006. The parties have settled most of their issues this bargaining year with the exception of **Wages** (across the board increase, 5% step addition after 15 years of service and an upgrade for the Clerk I), **Holidays, Supplemental Pay** (lead-worker pay), **Leaves of Absence** (funeral leave and sick leave) and **Insurance**.

This year, similar to Fact-finding last year, the parties are in disagreement with respect to an appropriate comparability group with which to compare the wages and benefits of these employees. The County argues that these employees should not be compared to employees in fire departments who are also paramedics or EMT's insofar as those are dual capacity employees, trained firefighters who may be required to hold Paramedic certification as part of their Firefighter job duties. Those employees are trained in fire suppression, are on duty for more than 40 hours per week or 2080 hours per year and are eligible for benefits under the state's Police and Fire pension programs unlike these employees. Last year's Fact-finder found that Mobile Intensive Care Services, Medic Ambulance (Davenport) and Area Ambulance Service (Cedar Rapids), comparables advanced by the County were associated with hospitals and more akin to private sector employers and were not appropriate for comparison purposes. He concluded that Dallas County EMS, City of Dubuque Fire Department, City of Muscatine Fire Department, City of Waterloo Fire Department and West Des Moines EMS were appropriate for inclusion in an external comparability group. The Union has adopted this group for comparison purposes. The County argued that inclusion of fire department employees in this group was inappropriate but did include data from fire departments in its presentation. Its primary comparison group was Dallas County EMS, Mary Greely Hospital (Ames), Medic Ambulance and West Des Moines EMS. It is difficult to arrive at an exact comparability group insofar as there are few stand alone public sector ambulance services in Iowa such as exists in Johnson County. Most in the larger cities are tied to a fire department where employees are trained in fire suppression. Hospital based EMT's have their own unique job requirements. Suffice to say that external comparability is but one or many factors to be considered in making recommendations on impasse issues and that I have reviewed and considered all of the data submitted by the parties in making these recommendations.

The data presented with respect to settlements of the other Johnson County bargaining units indicates that all but this one have settled their contracts for 2007-2008 and that the Wage adjustments are as follows: Administrative (3.25% - 1st year of 2 year agreement - 2nd year 3.25%), Secondary Roads (3.25% - 1st year of 2 year agreement - 2nd year 3.25%), SEATS (2% 7-1-2007 & 2% 1-1-2008 - this is 2nd year of 2 year agreement 1st year increase was 3.25% on 7-1-2006), Sheriff (3.25% 7-1-2007), MH/DD, SS (2% 7-1-2007 & 2% 1-1-2008- this is 2nd year of 2 year agreement 1st year increase was 3.25% on 7-1-2006).

IMPASSE ISSUES

The issues for recommendation are **Wages, Holidays, Supplemental Pay, Leaves of Absence and Insurance.**

WAGES

Current Contract. The contract provides for a wage schedule (hourly wage), Appendix A-2, for the positions, Clerk I, EMT-B, and Paramedic. The starting salary for Clerk I is $11.44, EMT-B $12.59, and Paramedic $14.79. Steps are provided at 6 months, 1 year, 2 years, 3 years, 4 years, 6 years and 10 years. The top wages at 10 years are: Clerk I $14.75, EMT-B $16.39 and Paramedic $19.38. These wages are the result of last year's Fact-finding recommendation which was accepted by the parties of a wage increase for these employees of 2% 7-1-2006 and 2% 1-1-2007.

Union Proposal. The Union proposes a general wage increase of 3% on 7-1-2007 and an additional 2.25% effective January 1, 2008 for these employees. Additionally, the Union proposes that a 5% step be added to the schedule for employees who have completed 15 years of service to the county. Finally, the Union asks that the Clerk I position be upgraded by $1.25 per hour effective July 1, 2007, this in addition to any general wage increase for this position.

In support of its wage proposal, the Union contends that the wages of these employees are significantly behind the wages of comparable ambulance services, that Johnson County has a high cost of living, that the paramedic is under compensated internally when compared with jobs of similar educational requirements and that the County has the ability to fund its request without exceeding its appropriated ambulance budget. The Union notes that Johnson county starting pay for paramedics ($31,366) is the lowest in its comparability group but that its employees handled the highest number of calls (5,803). The Union noted that the Board of Supervisors will receive a 6% wage increase for the next year. It contended that the County's wage offer of 2.75% was well below both external and internal settlement trends.

The Union also requests that a longevity pay step of 5% be added to the pay matrix for employees who have completed 15 years of service to the County. It notes that the current schedule tops out after 10 years and that only 2 employees would be immediately affected by this change. The

cost to the County would be $4,035.20.

The Union proposes a $1.25/hour upgrade for the Clerk I position. It argues that this position is significantly under paid when compared internally to other similar county clerk positions. The Union asserts that the position is being re-written by the County with Administration Clerk II positions in the offices of Recorder and Treasurer as models. The ambulance Clerk I is $2.25 behind the Administration Clerk II after 5 years of service and tops out at 10 years at $14.75 compared to the Administration Clerk II at $15.57 after 5 years. The cost of the upgrade would be $2,600.

County Proposal. The County proposes a wage increase of 2.75% effective 7-1-2007. It contends that there is no support for the Union's 3%/2.25% asking. It asserts that its proposal is reasonable in this economy and maintains Johnson County's position among similarly situated employees. The County noted that Dallas County negotiated a 3 year agreement at 3% 7-12007, 3.25% 7-1-2008 and 3.5% 7-1-2009. Muscatine Fire Department will provide a 3.5% increase effective 7-1-2007, Waterloo Fire settled at 3.5% 7-1-2007 and 4% 7-1-2008. The County pointed out that its proposal was more in line with internal settlements than the Union's proposal and noted that those settled units had made insurance and sick leave concessions. The County notes that the Cost of Living increased by 2.5% for 2006.

The County notes that Johnson County is one of only two entities in the comparability group that provides a longevity benefit to its employees and that Johnson County offers a richer benefit than that employer, West Des Moines EMS. These employees also receive a better longevity benefit than other Johnson County employees. There is no compelling reason to enhance the longevity by adding another step to the schedule.

The County urges that the Clerk I position not be upgraded and notes that this position fares well when compared internally. The top pay after 10 years at $14.75/hour exceeds all other County Clerk I's. It contends that the duties and responsibilities of this position are comparable to other County Clerk I's and not Clerk II's who have more responsibilities.

Discussion. It is apparent from the data submitted that the Union's wage proposal is above the settlement trends, both internal and external while the County's offering is below, hardly surprising, considering the Fact-finding process. While the Union's arguments that these employees are paid less than similar employees elsewhere in Iowa has some initial appeal, it must be remembered that they are being compared in part to employees who are firefighters first and paramedics/EMT's second. Additionally, these employees enjoy a superior health insurance plan to that offered similar employees elsewhere. The external settlement trend appears to be 3-3.5%. Internal settlements run 3-3.25% Two units have settled for a split increase of 2%/2% albeit this was part of a multi-year agreement. Based upon the data submitted and the arguments of the parties, I recommend a wage increase of 2% 7-1-2007 and an additional 2% on 2-2-2008.

Typically, a wage schedule is the product of bargaining and the give and take between the parties. Such is the parties' present schedule. It was not demonstrated that it was the result of other

than voluntary negotiations between the parties. To add a 5% step after 15 years would be a significant change to the schedule, irrespective of the fact that only two employees would be immediately affected. Such a change would have a long time cost impact on the County. It is unclear what the Union is offering in exchange for this salary schedule change. I am not persuaded that the wage schedule should be changed at this time.

The Union asks that the Clerk I position be upgraded by $1.25/hour based upon its understanding that the County is considering a change to the position making it similar to Administration Clerk II's. The County contends that the duties of this position have been reduced due to technological advances and that the Clerk I in the ambulance unit does not perform direct customer services similar to Clerk II's in the administrative unit. The evidence does not support an upgrade of the Clerk I position of the magnitude requested of the Union at this time. I commend this issue to bargaining by the parties should the job description of this position be changed by the County.

HOLIDAYS

Current Contract - The contract provides for 11 holidays plus 1 personal holiday. The personal holiday shall be equal to one regular work shift not to exceed 16 hours. It must be taken in one lump sum.

Union Proposal. The Union Proposes that the personal holiday be increased from 16 hours to 24 hours and that an employee be allowed to use the personal holiday like vacation, i.e., on an hourly basis. The Union contends that the 24 hour personal day is consistent with external and internal comparables and that the County has the financial ability to afford this request. The Union argues that the current requirement for an employee to use the personal day (16 hours) in one lump sum unduly restricts an employee's use of this benefit and that it should be allowed to be used as vacation, hour for hour.

County Proposal. The County also proposes that the personal holiday be increased to 24 hours, however, employees would still be required to use the time in one lump sum. It contends that to allow the benefit to be used as vacation would present the County with an administrative challenge. Unlike vacation, the personal day cannot be managed by the County's payroll system. Changing the way the personal day is utilized is not necessary. Employees may use compensatory time for short notice leave or may request vacation. Shorter increments of work time are harder to fill. They are not as attractive to part time employees which often results in the payment of overtime.

Discussion. Both parties agree to increase the personal holiday to 24 hours. The only issue, therefore, is in what increments employees should be allowed to use this benefit. The Union proposes that it be used the same as vacation, hour for hour. I am not inclined to recommend that it be used the same as vacation, however I do recommend that it be allowed to be used in a minimum

of 8 hour increments (this would still require that it to be used consistent with the shifts of these employees, i.e. 3-8 hour shifts, 2-12 hour shifts, 1-8 hour shift + 1-16 hour shift, etc.). Considering the number of part-time employees in this unit, I fail to see how allowing such would create much administrative difficulty for the County.

SUPPLEMENTAL PAY

Current Contract. The contract provides for pay of $.75/hour extra for hours worked by an employee as a lead-worker. The lead-worker is the most senior full-time person working when a supervisor is not working. If there is no full-time employee working when a supervisor is not working the most senior part-time person is designated the lead-worker. The lead-worker must be at the Iowa City Station. Currently, when the most senior employee is at the Coralville station, he/she comes to the Iowa City Station and an Iowa City employee rotates to the Coralville Station.

Union Proposal. The Union proposes that the pay for lead-worker be increased to $2.00 per hour and that the lead-worker language remain unchanged. It argues that the responsibilities of the position have significantly increased over the years and that the $.75 pay rate has not been increased since 1990. The Union calculates that its proposal will cost the County approximately $1,749.50. It opposes the County's language change insofar as it could lead to a senior part-time employee earning lead-worker pay over a senior full-time employee if that employee happened to be stationed at the Coralville station when the need for a lead-worker arose.

County Proposal. The County proposes that the lead-worker pay be increased to $1.25/hour. In addition it proposes the following language: The lead-worker shall be the most senior full-time person working <u>in Iowa City</u> when a supervisor is not working; if there is not full-time person working, the lead-worker shall be the most senior part-time person working <u>in Iowa City</u> when a supervisor is not working. The County notes that it offers a generous increase to the lead-worker pay and that the Union request is not reasonable. The language was not an issue until the Coralville location was added in 1998. Having the lead-worker stationed in Coralville is not practical when the main operation and the majority of the employees are in Iowa City. Thus, the County's proposal ties the leadworker increase to the Iowa City language.

Discussion. Both parties agree that an increase in the lead-worker pay is appropriate. The pay has not been adjusted since 1990. It is apparent that the responsibilities of the position have increased. I recommend that the pay be increased to $1.50/hour. This is not a major economic item but should serve as an incentive for an employee to accept the added responsibilities that the position entails. The current language appears to be working. These employees are rotated between Iowa City and Coralville. It was pointed out that more senior full time employees could miss out on the lead-worker pay under the County's proposal. It was not demonstrated that the current practice is not working. I am not persuaded that the language needs to be changed.

LEAVES OF ABSENCE

Current Contract. Sick Leave - The current contract provides that sick leave accrues for full time employees at the rate of 18 hours per month to a maximum of 1,320 hours.

Funeral Leave- The contract provides that in the case of death of immediate family (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, nieces , nephews, aunts, uncles and grandchildren) the employee shall be granted 5 calendar days up to a maximum of 2 scheduled work shifts leave of absence.

Union Proposal. The Union proposes that the sick leave rate of accrual, 18 hours/month remain unchanged. The Union notes that these employees are routinely exposed to unusually stressful and potentially harmful situations. The employees need this benefit. The rate of accrual has been 18 hours/month since 1986. There is no reason to change this benefit. The Fact-finder last year declined to change it. The Union asks that office staff receive the same 5 days of funeral leave as other employees in the unit and that *Legal Guardian* be added to the list of immediate family. It notes that most other Johnson County units have this category in their family leave.

County Proposal. The County proposes that the rate of sick leave accrual be reduced to from 18 to 15 days per month. It resists the addition of *Legal Guardian* to the definition of immediate family. It notes that this list was expanded last year as was the change to 5 calendar days (from 3 consecutive days). It argues that none of the external comparables provide for legal guardian in the family funeral leave. The County argues that granting the Union's language of up to 5 days or 40 hours would grant the Clerk I more funeral leave time for family members than any other Johnson county employee outside the Ambulance department. The county recognizes the union's oversight last year and the lesser amount the Clerk I received as a result, however, the County urged that it cannot support the giving of more funeral leave to the Clerk I than similarly situated employees.

Discussion. It is noted that the sick leave language has been in existence for several years. Last year the County attempted unsuccessfully to reduce both the rate of accrual and the maximum amount to be accrued. There is no evidence of sick leave abuse by these employees. I don't see any compelling reason to change the contract language on the sick leave rate of accrual.

With respect to funeral leave, it is noted that there were changes in this language last year. External comparisons don't support the addition of Legal Guardian to the definition of immediate family. Likewise, I don't see a compelling need to add the Union's office employee language to the Family death article.

INSURANCE

Current Contract. The County provides a self funded Alliance Select Preferred Provider Organization (PPO) health insurance plan for its employees. The cost of single insurance is

$356.90/month and the cost of family insurance is $977.58/month. This reflects a rate increase of 5.36% for the coming contract. Employees taking single insurance are presently required to pay $5/month toward this benefit. Those that take family insurance must contribute $20/month.

Union Proposal. The Union proposes that the current insurance language and levels of required contributions remain unchanged. It argues that this insurance is an important benefit that has been bargained by the Union for these employees. This benefit offsets to some degree the lower wages paid these employees.

County Proposal. The County proposes that employees taking the family insurance be required to pay $25/month for this benefit. It notes that it provides the best health insurance among the external comparables. Comparable employees elsewhere are required to contribute far more toward their family insurance benefit. The County notes the cost of the insurance has doubled within the last 5 years. It characterizes it proposal as very modest and one to which all other county bargaining units have agreed.

Discussion. I find the County's insurance proposal to be reasonable in light of the expense of the benefit provided especially in light of external comparables. It is supported by what other Johnson County bargaining units have agreed to in voluntary negotiations this year.

RECOMMENDATIONS

- **Wages** - 2% across the board increase 7-1-2007 and an additional 2% on 1-1-2008.
- **Holidays**- Increase personal leave holiday to 24 hours to be taken in minimum increments of 8 hours in conjunction with a shift of the same duration as the personal holiday hours taken.
- **Supplemental Pay**- Lead-person pay increased to $1.50/hour. No language change.
- **Leaves of Absence**- No Change
- **Insurance**-Employees taking family insurance to pay $25/month.

Signed this 27th day of February, 2007

Hugh J. Perry, Fact-finder

CERTIFICATE OF SERVICE

I certify that on the 27th day of February, 20078, I served the foregoing Recommendations of Fact-finder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Judy Perkins	Tom Anthony
1321 Coll Drive	1425 8th Ave. SE
Iowa City, IA 52246	Dyersville, IA 52040

I further certify that on the 27th day of February, 2007, I will submit this report for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.

Hugh J. Perry, Fact-finder