

IN THE MATTER

STATE EMPLOYMENT  
RELATIONS BOARD

OF

2001 OCT 15 A 10: 26

FACTFINDING

BETWEEN

HARRISON TOWNSHIP TRUSTEES

AND

HARRISON TOWNSHIP FIRE FIGHTERS, IAFF 3552

Hearings: October 3, 2001  
SERB Case Nos.: 01-MED-03-0142  
Date of Report: October 15, 2001  
Issue: Factfinding

Union Representative:

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REPORT AND RECOMMENDATIONS

Michael Paolucci  
Factfinder

### Administration

By letter dated May 31, 2001, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as factfinder for the Parties. On October 3, 2001, a hearing was scheduled but only mediation took place. Said mediation was successful in that the Parties agreed to have the factfinder issue a report and recommendations based on what was disclosed in those mediation sessions. The record was closed at the end of the hearing on October 3, 2001, and is now ready for a factfinding report.

**TERMS OF THE SETTLEMENT AND TERMS OF THE FACT FINDER'S REPORT  
AND RECOMMENDATION BETWEEN HARRISON TOWNSHIP AND THE IAFF  
LOCAL 3552**

1. All items tentatively agreed upon by the parties prior to October 3, 2001 shall be incorporated into the Fact Finder's Report and Recommendation.

**The open issues between the parties shall be referenced in the Fact Finder's Report and Recommendations as follows:**

2. **ARTICLE 5. SENIORITY**

The Fact Finder shall adopt the Township's proposal, which is no change in the current language of the Agreement.

3. **ARTICLE 7. LAYOFF/RECALL**

The Fact Finder shall adopt the Township's proposal, which is no change in the current language of the Agreement.

4. **ARTICLE 9. HOLIDAY PAY**

5. {NEW} **SICK LEAVE**

6. {NEW} **VACATION LEAVE**

The Fact Finder shall adopt the following proposal in regard to a paid time off (PTO) program for employees that will incorporate holiday leave, sick leave, vacation leave and personal leave:

**PAID TIME OFF (PTO)**

**Paid time off (PTO) is provided to members in lieu of vacation leave, sick leave, personal leave and holiday leave. Each member will accumulate PTO at the rate of 10.15 hours per pay period. This time may be used for any purpose when the leave is scheduled and approved in advance in accordance with the Township's Standard Operating Guidelines (SOG). PTO may be used for unscheduled sick time in accordance with sick leave time as defined in the Township SOG as long as the number of unscheduled occurrences does not exceed four (4) in any one contract year. An employee who exceeds the number of unscheduled events as stated above will not be paid for the absence. Upon leaving the Township, any accumulated PTO leave shall be paid at a rate of 75% of the remaining unused PTO balance. Any balance of PTO up to 264 hours shall be carried forward into the following contract year. The total PTO carryover shall not exceed 264 hours. Hours in excess of this amount shall be forfeited by the member.**

7. **ARTICLE 12. WAGES**

The Fact Finder shall make the following recommendation in regard to wages:

<b>FIRE FIGHTERS/EMT</b>						
	<i>Year 1 Rate</i>		<i>Year 2 Rate</i>		<i>Year 3 Rate</i>	
< 1 year	9.00	\$26,802	9.00	\$26,802	9.23	\$27,472
1-2 year	9.18	\$27,338	9.18	\$27,338	9.41	\$28,021
2-3 years	9.36	\$27,855	9.36	\$27,885	9.60	\$28,582
3-4 year	9.55	\$28,442	9.55	\$28,442	9.79	\$29,154
4 plus	9.74	\$29,011	9.74	\$29,011	10.26	\$30,568

<b>FIRE FIGHTER/PARAMEDICS</b>						
	<i>Year 1 Rate</i>		<i>Year 2 Rate</i>		<i>Year 3 Rate</i>	
< 1 year	9.54	\$28,410	9.54	\$28,410	9.78	\$29,120
1-2 year	9.73	\$28,978	9.73	\$28,978	9.97	\$29,703
2-3 years	9.93	\$29,558	9.93	\$29,558	10.17	\$30,297
3-4 year	10.12	\$30,149	10.12	\$30,149	10.38	\$30,903
4 plus	10.33	\$30,752	10.33	\$30,752	10.88	\$32,396

<b>LT/EMT</b>						
	<i>Year 1 Rate</i>		<i>Year 2 Rate</i>		<i>Year 3 Rate</i>	
< 1 year	10.70	\$31,865	10.70	\$31,865	10.97	\$32,661
1-2 year	10.91	\$32,502	10.91	\$32,502	11.19	\$33,314
2-3 years	11.13	\$33,152	11.13	\$33,152	11.41	\$33,981
3-4 year	11.35	\$33,815	11.35	\$33,815	11.64	\$34,660
4 plus	11.58	\$34,491	11.58	\$34,491	11.87	\$35,354

<b>LT/PARAMEDIC</b>						
	<i>Year 1 Rate</i>		<i>Year 2 Rate</i>		<i>Year 3 Rate</i>	
< 1 year	11.34	\$33,776	11.34	\$33,776	11.63	\$34,621
1-2 year	11.57	\$34,452	11.57	\$34,452	11.86	\$35,313
2-3 years	11.80	\$35,141	11.80	\$35,141	12.10	\$36,020
3-4 year	12.04	\$35,844	12.04	\$35,844	12.34	\$36,740
4 plus	12.28	\$36,561	12.28	\$36,561	12.58	\$37,475

8. **ARTICLE 33. HEALTH INSURANCE**

The Fact Finder shall make the following recommendation in regard to Health Insurance:

Section A. The Employer will provide bargaining unit employees with the same health and life insurance benefits that it provides to other full-time hourly employees of the Employer. The Employer may make changes in the provider and coverage of the health and life insurance program so long as all Employer hourly employees are similarly affected by the changes in the program.

Section B. The Employer will agree to pay 100% of the cost of the premiums imposed on Employees in year 1 and year 2 of the Agreement. Should the Township determine that employee participation in the cost of premiums becomes necessary in year 3 of the Agreement, the Township agrees that the members of the unit will not contribute more than 10% of the premium, so long as all Employer hourly employees are required to contribute to the premium.

9. {NEW} **PHYSICAL ABILITIES TESTING**

The Fact Finder shall adopt the Union's proposal, which is no new language [no language] in regard to physical abilities testing.

10. {NEW} **CERTIFICATION COMPENSATION**

The Fact Finder shall adopt the wage table as set forth above which incorporates premium pay for paramedics. The Fact Finder shall reject the Union's request for premium pay for the EMT-I certification.

11. **PERSONAL DAYS**

The Fact Finder shall adopt the PTO section as set forth above that incorporates reference to personal days. The original proposals shall be rejected.

12. **ARTICLE 9. BEREAVEMENT LEAVE**

The Fact Finder shall find that this matter was tentatively agreed upon by the parties prior to Fact Finding, and that agreement is incorporated into the Report and Recommendation.

13. **ARTICLE 20. WORK RELATED LEGAL APPEARANCES**

The Fact Finder shall find that this matter was tentatively agreed upon by the parties prior to Fact Finding, and that agreement is incorporated into the Report and Recommendation.

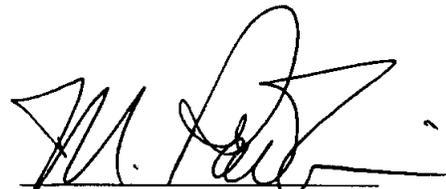
14. **ARTICLE 17. DISCIPLINE**

The Fact Finder shall find that this matter was tentatively agreed upon by the parties prior to Fact Finding, and that agreement is incorporated into the Report and Recommendation.

15. **ARTICLE 7. TRAINING AND EDUCATION**

The Fact Finder shall find that this matter was tentatively agreed upon by the parties prior to Fact Finding, and that agreement is incorporated into the Report and Recommendation.

October 15, 2001  
Cincinnati, Ohio



Michael Paolucci