

STATE OF OHIO
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FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:)
)
GREEN TOWNSHIP)
(Township))
)
and)
)
THE GREEN TOWNSHIP)
PROFESSIONAL FIREFIGHTERS)
UNION LOCAL 2927 I.A.F.F.)
(Union))

CASE NO. 99-MED-10-1003

DATE OF HEARING:
JANUARY 21, 2000

M. James Abernathy
as Fact Finder (Neutral)
1119 Sunnyslope Drive
Cincinnati, OH 45229
(513) 242-7172

Date of Report: March 3, 2000

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TOWNSHIP EXHIBITS

1. Exhibit T-1 - Employer
2. Exhibit T-2 - Union and Township Tentative Agreements
(Green Township Professional Fire Fighters)
3. Exhibit T-3 - Green Township - Employer's Position Regarding
Calculations for Hourly Pay Rates
4. Exhibit T-4 - Full-Time Firefighters Wage Rates
5. Exhibit T-5 - Official Certificate of Estimated Resources
(Budget/Settlement)
6. Exhibit T-6 - Green Township - Comparison of Tax Valuation Base
and Mileage with Colerain Township - 1999 Figures
7. Exhibit T-7 - Tax Increment Equivalent Fund (TIF)
8. Exhibit T-8 - Green Township - 1999 Gross Wage Information
9. Exhibit T-9 - Appendix A - Salaries - Firefighter - (2 pages)
10. Exhibit T-10 - Appendix B - Seniority List
11. Exhibit T-11 - Green Township - Township Fire Station Design.Construction
A and B Preliminary Budget
 - A. Covedale - Station 107
 - B. Bridgetown Road - Station 54

UNION EXHIBITS

1. Exhibit U-1 - Local 2927
2. Exhibit U-2 - Fire Lieutenant
3. Exhibit U-3 - Firefighter/Paramedic
4. Exhibit U-4 - Estimated Income for 2000
Valuation of Taxation on One Dollar
5. Exhibit U-5 - Green Township Fire Department - Income Projection
Expenditure Projections Based on 3% Wage Increase
Each Year. Comparison of Responses and Service Type
Among Township Fire Departments
6. Exhibit U-6 - State Employment Relations Board Clearinghouse
Wage Increase Report - October 1, 1999
7. Exhibit U-7 - Appendix B - Seniority List
8. Exhibit U-8 - Union - I.A.F.F. 1/21/99
9. Exhibit U-9 - Population

I. BACKGROUND

The Fact Finding Hearing was held on January 21, 2000 in Green Township at the Township Lodge.

The parties were represented as follows:

1. For the Township:

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Co-Council for Green Townships
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Cincinnati, Ohio 45248
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Thomas R. Maley
Administrator for Green Township
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Cincinnati, Ohio 45247
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2. For the Union:

Jeff Sweet
President, Local 2927
532 Aston View Lane
Cleves, Ohio 45002
(513) 467-1150

II. EVENTS LEADING TO FACT FINDING HEARING

Prior to the Fact Finding Hearing there was a mediation session. Originally approximately forty-two (42) issues were at impasse, but during the mediation efforts, the parties were able to tentatively agree on nine (9) issues. Therefore, thirty-three (33) issues encompassing twelve articles of the contract: Management Rights, Representatives, Work Hours and Overtime, Grievance Procedure, Sick Leave, Vacation, Position of Lieutenant, Salaries, Wages and Compensation, Medical Insurance, Clothing Allowance, Attendance, Incentive Bonus and Paramedic Certification were open during the formal Fact Finding Hearing.

The Fact Finding Hearing commenced at 10:00 a.m. and was adjourned at 6:30 p.m. The Fact Finder wishes to state that he appreciates the courtesy with which he was treated by the parties. Also, the conduct of the parties toward the Fact Finder and each other was exemplary. The Hearing was conducted with the Rule 4117 - greatest professionalism by both parties.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05.

The criteria are:

1. Past collectively bargained agreements, if any.

2. Comparison of the 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 standards of public service.

4. The lawful authority of the public employer.

5. Any stipulations of the parties.

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 agree upon dispute settlement procedures in the public service or private employment.

Therefore, in making finding of fact, the Fact Finder took into consideration all reliable information relevant to the issues before the Fact Finder. All reports, oral and written, and exhibits were scrutinized and weighed heavily in the Fact Finder's final report.

III. INTRODUCTION

Though there are many issues to resolve the Fact Finder sensed at the hearing that the main issues center on economic concerns.

To the credit of both sides there was an apparent willingness to sit and talk and negotiate. The township appeared to have an open door and the Union an aggressive willingness to enter it.

The main difference in the way the issues were presented at the Hearing is based on divergent philosophical perspectives about bargaining. The Union feels that in a number of areas such as work hours and overtime, salaries, wages and compensation and attendance incentive bonus, it should have parity with what the police officers were able to bargain for in their recent contract with the Township. The Township on the other hand had several items it wanted to keep as the status quo or evoke management rights.

IV. ARTICLE V. MANAGEMENT RIGHTS

ISSUE I

Union Proposal: Strike from Paragraph B the following, “and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and cleanup times;.” Also strike from Paragraph C the following, “and establish wage rates for any new or changed classification.”

Township Proposal: No change from current agreement.

DISCUSSION

The Union believes that because the above wording appears under Management Rights that it could preclude the Union from bargaining on these items in the future. The Union is protected in that regard by 4117 to bargain on just those matters as well as management is protected to run its daily affairs after bargaining is over. If it affects wages, hours, terms and

conditions of employment, then it is bargainable: no matter what a contract or municipality or union says to the contrary. Union and management rights are both assured under 4117.

FINDING OF FACT

Language in Paragraphs B or C does not preclude Union from bargaining on those issues as they affect wages, hours, terms and conditions of employment.

SUGGESTED LANGUAGE

None.

ISSUE 2

Union Proposal: Divide Paragraph C into two (2) paragraphs so that the new paragraph would begin with “To adopt, revise and enforce working rules...”

Township Proposal: No change from current agreement.

DISCUSSION

The Union wants this paragraph divided because it feels the subject matter drastically changes.

FINDING OF FACT

While this may be true because it covers many items, no evidence was offered that it was harmful.

SUGGESTED LANGUAGE

Current.

V. ARTICLE VI. REPRESENTATIVES

ISSUE 1

Union Proposal: Reserve two (2) positions on the Labor-management Committee. One (1) for the Fire Chief and one (1) for the Union President, both of whom shall attend all meetings of the Labor-management Committee.

Township Proposal: No set positions on the Labor-management Committee

DISCUSSION

The Township and the Union have agreed to creating a Labor-management Committee. The Township related at the Hearing that the Union could send whomever they wanted to this agreed upon Committee.

SUGGESTED LANGUAGE

Current.

ISSUE 2

Union Proposal: Three (3) Labor-management Committee meetings in the year 2000, three (3) Labor-management Committee meetings in the year 2001, and two (2) Labor-management Committee meetings in the year 2002.

Township Proposal: Two (2) Labor-management Committee meetings in each year of the new agreement.

DISCUSSION

The City has said, while it wants to stick to the wording in the old contract, that it is open to extra meetings on an “as need” basis. The Union is not being locked out. The Union agrees that Township is open to meetings.

FINDING OF FACT

More meetings of the new Labor-management Committee are afforded on an “as need” basis. The Township has been open in the past to these meetings.

SUGGESTED LANGUAGE

Two (2) Labor-management Committee meetings in each year of the new Agreement.

ISSUE 3

Union Proposal: The Union is requesting that the Township notify the Union of any organizational policy, procedures or guidelines changes prior to the implementation of such changes.

Township Proposal: The Township does not believe advance notification of changes in organizational policy, procedures or guidelines should be required.

DISCUSSION

No evidence was shown at the hearing that any harm accrued from current policy.

FINDING OF FACT

Union has shown no need for a change.

SUGGESTED LANGUAGE

None.

VI. ARTICLE VII. WORK HOURS AND OVERTIME

ISSUE 1

The Township and the Union agree in clarifying the language to reflect that an employee be entitled to an Earned Day Off (“EDO”) on a regularly scheduled workday every two (2) twenty-eight (28) day work periods.

DISCUSSION

None.

FINDING OF FACT

Both parties agree.

SUGGESTED LANGUAGE

The language in Article VII be amended to reflect that an employee be entitled to an EDO on a regularly scheduled work day every two (2) twenty-eight-day (28-day) work periods or cycles.

ISSUE 2

Union Proposal: The Union is proposing an increase in the minimum hours when recalled to duty from two (2) hours to three (3) hours.

Township Proposal: The Township proposes no change in the current minimum call back hours.

DISCUSSION

The Union argued that a three (3) hour minimum is the growing trend when recalled to duty. It gave oral evidence unchallenged by the Township that the Police Department personnel get three (3) hours. It argued that there is no difference in inconvenience if you are a police officer or a firefighter. The Union argued that this was fair because firefighters also have families they must leave to perform this duty. The neutral sees no difference in these two situations and merit in the Union's proposal.

FINDING OF FACT

Union showed evidence that it should not be treated differently.

SUGGESTED LANGUAGE

The language in Article VII be amended to reflect an increase in the minimum hours when recalled to duty from two (2) hours to three (3) hours.

ISSUE 3

Union Proposal: The Union is proposing an increase in the minimum hours when an employee is required to appear on off-duty time before an official court, on matters pertaining to an employee's official duties. The Union proposal is an increase from the current two (2) hours to three (3) hours.

Township Proposal: The Township proposes no change in the current minimum call back hours for court time.

DISCUSSION

The Union's evidence, unchallenged, was that the Police Department gets three (3) hours minimum when required to appear on off-duty time before an official court. While parity with the Police Department is not always valid, the neutral feels in this instance there should be. Even though firefighters are probably called much less frequently than police officers, the difference in pay is not supported by evidence to the contrary.

FINDING OF FACT

Firefighters should be treated the same as police officers in this respect.

SUGGESTED LANGUAGE

The language in Article VII be amended to reflect an increase in off-duty minimum hours when required to appear before an official court on matters pertaining to an employee's official duties from two (2) to three (3) hours.

VII. ARTICLE VIII. GRIEVANCE PROCEDURE

ISSUE 1

Union Proposal: The Union proposes eliminating the Captain from the grievance procedure.

Township Proposal: The Township proposes retaining the Captains in the Grievance procedure.

DISCUSSION

The Union expressed dismay at having to go through the full-time Captain on Grievance: Step One (1): Currently the grievance is presented to the Captain orally within five (5) working days of the date on which the grievance arose, or date on which employee became aware of the grievable event, otherwise the grievance is waived. the Captain is to reply to the employee within three (3) working days from the date on which the grievance was orally given. Step Two (2): The grievance is submitted orally to the Assistant Fire Chief within three (3) working days from the date of response to the grievance from the Captain. The Assistant Fire Chief is to reply to the employee, or his representatives, within three (3) working days from the date on which the oral grievance was heard. Step Three (3): The grievance is presented in writing to the Fire Chief within three (3) working days. the Fire Chief arranges a hearing within five (5) working days. After the hearing, the Fire Chief shall render a written decision within five (5) working days. If the grievance is not resolved in Step Three (3), then the Collective Bargaining Agreement allows for Steps Four (4), Five (5) and Six (6). Step 6 allows for binding arbitration.

The Union expressed no faith in Step One (1) at the Captain level. They provided evidence that no grievance had ever been resolved at the Capital level, therefore in their opinion it was a waste of time. They pointed out that the Police Department started grievances at the level of Police Chief. The Union's request was to have five (5) steps instead of six (6), thereby eliminating the Captain step (Step One).

The Township's response was that there have been times when the Captain has been able to keep a grievance from becoming an official grievance. The Township showed no evidence of where or when a grievance was settled at the Captain level.

FINDING OF FACT

Step One (1) at the Capital level has proven to be of no help in settling Union grievances and Union members have no faith in this step at the Captain level.

SUGGESTED LANGUAGE

Incorporate in Article VIII the appropriate language that will eliminate the

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The Township's response was that there have been times when the Captain has been able to keep a grievance from becoming an official grievance. The Township showed no evidence of where or when a grievance was settled at the Captain level.

FINDING OF FACT

Step One (1) at the Capital level has proven to be of no help in settling Union grievances and Union members have no faith in this step at the Captain level.

SUGGESTED LANGUAGE

Incorporate in Article VIII the appropriate language that will eliminate the Captain from the grievance procedure and make the Assistant Chief level (currently Step Two) Step One (1). This will make the grievance procedure five (5) steps instead of six (6).

ISSUE 2

The Township and the Union agree that references to Captain and Assistant Chief shall not be prefaced with either part-time or full-time so that any Captain or any Assistant Chief may hear a grievance.

DISCUSSION

The current Agreement references Assistant Chief in some areas and full-time Assistant Chief in others. Both parties propose being consistent with the language as it relates to Assistant Chief or Captain.

FINDING OF FACT

The Neutral agrees.

SUGGESTED LANGUAGE

References to Captain and Assistant Chief not be prefaced by part-time or full-time

VIII. ARTICLE XI. SICK LEAVE

ISSUE 1

The Township and the Union both propose that upon retirement an employee shall receive one-fourth (1/4) of his accumulated sick leave, up to a maximum of seven hundred twenty (720) hours.

DISCUSSION

Both parties agree that upon retirement an employee shall receive one-fourth (1/4) of his accumulated sick leave, up to a maximum of seven hundred twenty (720) hours.

SUGGESTED LANGUAGE

Incorporate appropriate language in Article XI, Clause G to reflect an increase of accumulated sick leave an employee is to receive from a maximum of five hundred fifty (550) hours to seven hundred twenty (720) hours upon retirement.

ISSUE 2

The Township and the Union both propose that funeral leave for the death of a spouse, parent, parent-in-law, child, grandparent, legal guardian or member of the immediate household be increased from one (1) tour of duty to two (2) tours of duty and that funeral leave shall be increased from twelve (12) hours to one (1) tour of duty for the death of a sibling or any other relative.

DISCUSSION

Both sides agree.

SUGGESTED LANGUAGE

The funeral leave proposal by both sides be incorporated into Article XI to reflect that funeral leave for the death of a spouse, parent parent-in-law, child, grandparent, legal guardian or member of the immediate household be increased from one (1) tour of duty to two

(2) tours of duty and that funeral leave shall be increased from twelve (12) hours to one (1) tour of duty for the death of a sibling or any other relative.

ISSUE 3

Union Proposal: The Union proposes language which specifies that light duty is voluntary when an employee is off work on sick leave with pay, and the employee is only required to report for light duty on his regular assigned unit day.

Township Proposal: The Township proposes no change in this paragraph of the current Agreement.

DISCUSSION

The Union wants an employee who is off work on sick leave with pay to have the right to voluntarily come in on light duty. Current language makes it mandatory. The Union had stated that sick leave was not a problem with its firefighters, inferring that the firefighters do not incur a problematic number of sick days off. There was no evidence presented that current policy or contract language has created a hardship on the firefighters. They also want the firefighters to report for light duty only on the firefighter's regular assigned unit day. Again, no evidence was presented to show that this language/policy created a hardship on a single firefighter. The Township was careful to point out that firefighters, unlike other Township workers, must be ready for emergency work loads and the Township needs the flexibility that this article provides.

FINDING OF FACT

The Union showed no evidence of a real need for the two items in this issue.

SUGGESTED LANGUAGE

Current.

IX. ARTICLE XII. VACATION

ISSUE 1

Union Proposal: The Union proposes clarifying how many employees can be off on any particular shift either through an EDO and/or a vacation day. The Union proposes three (3) employees in the bargaining union be permitted to take off on any non-group holiday in the year 2000, four (4) employees in the bargaining unit be permitted to take off on any non-group holiday in the year 2001 and revisit how many employees can take off in the year 2002, with a provision for the Fire Chief at his option to increase the number of employees permitted to take off.

Township Proposal: The Township believes this is a management rights issue and should not be part of the contract.

DISCUSSION

While the Township believes this is a management rights issue, the Neutral begs to differ. ORC 4117.08A allows days off as a bargaining item. However the Union stated that past practice was to allow three (3) or four (4) employees on any non-group one holiday. The Union, however, supplied no evidence how this caused a harm and needed to be remedied.

FINDING OF FACT

No problem was created that needed to be changed.

SUGGESTED LANGUAGE

None.

ISSUE 2

Union Proposal: The Union proposes picking EDO's and vacation days strictly by seniority.

Township Proposal: The Township believes this is a management rights issue and should not be part of the contract.

DISCUSSION

Again this is an item the Union has a right to bargain for. Seniority is an age-old tradition of unionism and has been respected since the days of old time labor leader Samuel Gompers. Since seniority was not included in the contract, the Fire Chief had every right to exercise his discretion to change a management policy. However, the Union now is within its bargainable rights to seek to include it in the contract.

FINDING OF FACT

Seniority has been used since 1980 for vacation picks and last used in 1998. It was unilaterally done away with by the Fire Chief.

SUGGESTED LANGUAGE

Vacation days and EDO's shall be awarded according to strict seniority using the seniority list.

X. ARTICLE XIV. POSITION OF LIEUTENANT

ISSUE 1

Union Proposal: The Union proposes adding three (3) Lieutenants in the year 2000 and three (3) Lieutenants in the year 2001.

Township Proposal: The Township believes this is a management rights issue and does not agree.

DISCUSSION

The Union believes that the hiring of new employees is a bargainable right. However, ORC 4117.08(c)(1) reserves hiring to management unless management agrees otherwise.

FINDING OF FACT

This is a management right.

SUGGESTED LANGUAGE

None.

ISSUE 2

Union Proposal: The Union proposes adding language outlining how the promotional testing procedure shall be conducted.

Township Proposal: The Township proposes notifying the Union in advance of the weight to be given each portion of the promotion exercise and that the Township shall have the sole right to set out the promotion criteria and make final decisions on promotions.

DISCUSSION

This is another management right as confirmed in ORC 4117.08 (B). However, to the Township's credit, it has been agreed to notify the Union in advance of the weight to be given each portion of the promotion exercise and that the Township shall have the sole right to set out the promotion criteria and make final decisions on promotion.

FINDING OF FACT

Township is correct. This is a management right.

SUGGESTED LANGUAGE

Township proposal.

XI. ARTICLE XV. SALARIES, WAGES AND COMPENSATION

ISSUE 1

Union Proposal: The Union proposes a seven and one-half percent (7-1/2%) pay increase between that of a top step firefighter and Lieutenant in the year 2000; an eight and three-quarter percent (8-3/4%) pay increase between that of a top step firefighter and Lieutenant in the year 2001; and a ten percent (10%) pay increase between that of a top step firefighter and Lieutenant in the year 2002.

Township Proposal: The Township proposes that the pay differential be three percent (3%) for the new Lieutenants, and that the differential between firefighter and Lieutenant be six percent (6%) for Lieutenants who have been assigned in that position for one (1) year. For purposes of this contract the Township proposes that all presently assigned Lieutenants be considered to have been in position for one (1) year effective January 1, 2000.

DISCUSSION

Both sides presented various charts, graphs and data covering population budgetary and salary comparisons. Also, salary, salary increases and population data was presented by the Union on the Townships of Delhi, Anderson and Colerain. Colerain is more similar for comparative purposes because of similar population.

Green Township is the second largest township with an estimated population of 56,000. Colerain Township exceeds Green Township with an estimated population of 61,000 per US Census Bureau data. The Township's Fire Department protects approximately twenty-eight (28) square miles from four (4) fire stations. Each township has a tax valuation base of around

One Billion Dollars (\$1,000,000,000). Total income projection over the next three (3) years for Green Township is approximately \$3,400,000 per year. Total gross wages for 1999 for six (6) Lieutenants was \$287,291.99, or an average of \$47,882 per employee. For twenty-six (26) Fire Fighters gross wages were \$1,149,149.70 or an average of \$44,198 per Firefighter.

Colerain Township Lieutenants averaged \$53,000. Green Township average was the lowest of all four township-comparisons. The Fire Fighters work a 24/48 hour shift. They work twenty-four (24) hours of continuous duty followed by forty-eight (48) hours of continuous off time. This averages out to fifty-three (53) hours per week. The Township, in an effort to keep its station up-to-date, has budgeted \$2,092,800 for remodeling and construction of two of their fire stations. The townships average yearly general increase for both the Fire and Police Departments combined has averaged 3.4% per year on the most recent contract.

Against this backdrop the Neutral will attempt to frame the issues and come to an equitable solution utilizing all the evidence, data and facts at hand for Issues 1 through 5.

FINDING OF FACT

The pay differential between a top step Fire Fighter and Lieutenant of 5.1% is below industry average and an adjustment is in order.

SUGGESTED LANGUAGE

Incorporate into Article XV that there be instituted a pay differential between a top step Firefighter and a Lieutenant of 7% in year 2000, a pay differential of 8% in year 2001, and a pay differential of 9% in year 2002.

ISSUE 2

Union Proposal: The Union proposes working out-of-class pay of seven and one-half percent (7-1/2%) in the year 2000, eight and three-quarters (8-3/4%) in the year 2001 and ten percent (10%) in the year 2002 when a firefighter fills in for a Lieutenant.

Township Proposal: The Township proposes no additional compensation when a firefighter fills in for a Lieutenant.

DISCUSSION

No evidence was given as to what problem this addresses. The Township views this as a training opportunity for future promotion. In its view it is not a problem because it does not happen often.

FINDING OF FACT

This is a learning opportunity for a Firefighter seeking the level of Lieutenant.

SUGGESTED LANGUAGE

Current language.

ISSUE 3

Union Proposal: The Union proposes working out-of-class pay of eleven percent (11%) when a Lieutenant fills in for a Captain.

Township Proposal: The Township proposes no additional compensation when a Lieutenant fills in for a Captain.

DISCUSSION

No evidence was given as to what problem this addresses. The Township views this as a training opportunity for future promotion. In its view it is not a problem because it does not happen often.

FINDING OF FACT

This is a learning experience.

SUGGESTED LANGUAGE

Current language.

ISSUE 4

Union Proposal: The Union proposes a longevity pay plan.

Township Proposal: The Township proposes no longevity pay plan.

DISCUSSION

Once again the Union is seeking parity with the Police Department in proposing a longevity plan. Other than to say it was against it, the Township offered no credible evidence as to why a longevity plan should not be put in place. The Union proposes that beginning on the first pay period within which an employee completes the required number of years of total service with the Township, employee will receive an automatic adjustment in employee's rate of pay equal to and in accordance with the following:

Ten (10) years of service, one-half percent (.5%); fifteen (15) years of service, one-fourth percent (.25%); twenty (20) years of service, one-fourth percent (.25%).

The Union proposed that the amount of the adjustment will be added to the employee's rate of pay. It further proposed that the gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee. It wants all premium pay adjustments and longevity pay to apply to regular and overtime hours worked. The evidence shows that longevity pay will affect about ten (10) employees in year 2000. The evidence shows that there is a trend to incorporate longevity plans as a way of appreciation for services rendered. Two of the four (4) comparatives had some form of longevity pay as a way of retaining veterans.

FINDING OF FACT

The Township is currently giving longevity pay to the Police Department.

SUGGESTED LANGUAGE

Union language as presented at the Fact Finding Hearing on January 21, 2000.

ISSUE 5

Union Proposal: The Union proposes a wage freeze for the starting firefighter in the year 2000 followed by a three percent (3%) increase for a starting firefighter in the year 2001 and a three percent (3%) increase for the starting firefighter in the year 2002. The Union then proposes an increase of six percent (6%) for each year of the new agreement for the current members of the bargaining unit. The Union also proposes calculating for the hourly rate by using our average hours worked per week of fifty-three (53) hours.

Township Proposal: The Township proposes that general wage increases for all employees be three percent (3%) in the first year of the contract, three percent (3%) in year two (2), and three percent (3%) in year three (3). The Township also proposes no change in the way the hourly rate is calculated.

DISCUSSION

The Union proposed a wage freeze for starting Fire Fighters in the year 2000:

Year 2000	Zero (0) Percent;
Year 2001	Three Percent (3%);
Year 2002	Three Percent (3%).

For current members, it proposed:

Year 2000	Six Percent (6%);
Year 2001	Six Percent (6%);
Year 2002	Six Percent (6%).

This amounts to 24% total over the next three (3) years.

The Union also wanted to change the way the hourly rate is derived by using an average hours worked per week of fifty-three (53) hours. Article VII states: "It is the objective

of the parties that each employee will work an average of fifty-three (53) hours per week.” (See Union Exhibit.) The Union in their calculation also want to exclude from the equation seven (7) 24-hour tours or 168 days. The Union argued that these days should not be counted because they represent contracted EDO’s. Then 168 days are subtracted from the total work hours of 2,918.4:

365 days per year \div 3 (with 3 being the 3-day (24-hours on/48-hours off) rotation. This equals 121.6 days per year of scheduled days times (x) 24 hours (work hours) per day equals 2,918.4 work hours. The Union then subtracts from this seven (7) 24-hour tours or 168 hours (7 x 24). This represents the Union’s contracted EDO. That is one (1) tour off each two (2) 28-day period. This equals 2,750.4 hours (2,918.4 - 168 = 2,750.4) Then the Union divides this figure by 52 weeks per year resulting in $2,750.4 \div 52 = 52.89$ or an average of 53 hours per week.

Therefore, the Union reasons that in order to reduce an annual salary to an hourly rate, for purposes of hourly-based compensation, you must divide the annual salary by 2,750.4 hours, not the total work hours of 2,918.4. Of course this produces a higher hourly rate.

The Township proposes a general wage increase for all employees of:

Year 2000 Three Percent (3%);
 Year 2001 Three Percent (3%) ;
 Year 2002 Three Percent (3%),
 for a total of nine percent (9%) over
 the next three (3) years.

The Township proposes no change in the way the hourly rate is calculated. The Township argues that the current method has been used since the Fire Department began and since the EDO’s policy was initiated January 1, 1994:

121.67 work days per year
 x 24 hours per work day
 2,920.00 hours per year.

Each Firefighter receives pay based on the annual salary rather than the hourly rate. A regular paycheck for a Firefighter includes 1/26th of the annual salary, since pay checks are issued 26 times each year. The hourly rate is used for overtime pay, for the 144 hours of holiday pay, for call in pay, for court time pay, and for additional training pay.

The Township argues that the Union's reasoning is that the 168 hours should be removed from the 2,920 hours total used in the past because the Fire Fighters do not work these hours. The Township argues that the Union's argument is fallacious because regardless as to whether an individual has to report for duty on his earned day off, the fact is he is paid for those hours. The earned day off is a day off with pay. The Township says that if the Union's position is adopted the annual salary will be increased by six percent (6%), but the hourly rate will be increased by twelve percent (12%). The twelve percent (12%) hourly rate increase would apply to all overtime, all training pay, all court time pay, all call in pay, and to the 144 hours of holiday pay that each Firefighter receives in a lump sum each year. The Township offered that if the Union wants to be consistent, then the Union should agree that the annual salary should be adjusted to eliminate 168 hours worth of pay from the aggregate total.

What the evidence shows is that the Firefighter personnel are not the highest paid firefighters. The evidence shows that even though the Township is the second largest township among the comparables, it ranks third in terms of firefighter/paramedic salary and lags far behind Colerain Township (the slightly larger township in the comparable). Also, evidence shows that past wage increases among the comparable townships, including Green Township, taken

collectively, have averaged 11.4% over a three-year period. While the Township has lagged in wages, it is not the intent of the Neutral to remedy it in one full swoop. The situation has taken some time to develop and it would take some time to adjust. The Union's proposal of 24% over three years is too big a chunk to take all at once. However, an adjustment is in order.

The Union's proposal to change the calculation of the hourly rate while legitimate and orthodox is left with no takers. The Township's historical way of calculating the hourly rate is fair.

FINDING OF FACT

The Union needs an adjustment on wages to bring current wages more in line with industry standards. The Township's method of calculating the hourly rate is fair and legitimate.

SUGGESTED LANGUAGE

A. Wages: The wage rates in the Firefighter's contract be adjusted to reflect the following:

Year 2000	Seven Percent (7%);
Year 2001	Four and one-half percent (4.5%);
Year 2002	Four and one-half percent (4.5%).

B. Calculation of hourly pay: Current language.

All salary, wages and compensation are to be retroactive to January 1, 2000.

XII. ARTICLE XVI. MEDICAL INSURANCE

ISSUE 1

Union Proposal: The Union proposes maintaining the language in this article requiring “substantially equivalent to the plans in effect as of the date of this agreement.”

Township Proposal: The Township proposes changing the language in this Article to make available to all bargaining unit employees “the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit employees.”

DISCUSSION

Medical insurance is a bargainable right under 4117. The Union is correct in pointing out that if the Township’s proposal is accepted, the effect would be to take it off the bargaining table. If the medical insurance is the same for bargaining and non-bargaining workers, then this leaves the bargaining unit with nothing to bargain for.

FINDING OF FACT

The language in the Township’s proposal effectively takes medical insurance off the bargaining table.

SUGGESTED LANGUAGE

Current language - no change.

ISSUE 2

Union Proposal: The Union proposes eliminating the requirement of the Township to meet with the Union prior to changing Health care providers if the “substantially equivalent” language remains in the first paragraph.

Township Proposal: The Township proposes no meetings with the Union prior to changing Health care providers

SUGGESTED LANGUAGE

Current language. No change.

XIII. ARTICLE XIX. CLOTHING ALLOWANCE

ISSUE 1

Union Proposal: The Union outlines a plan to provide all bargaining unit members with Class “A” uniforms.

Township Proposal: The Township does not propose providing Class “A” uniforms.

DISCUSSION

A class A uniform consists of dress cap, dress cap badge, dress jacket and badge, dress pant, white uniform shirt, and large neck tie, dress shoes, and white gloves. The Union is proposing the Township furnish each member of the bargaining unit what is called a Class A uniform. This uniform will be used for public relations use such as when a Firefighter or member of the unit may appear at schools, hospitals and other places in the public eye such as

television. An example of this type of outfit was presented and it reminded the Neutral of the dress uniform worn by the U.S. Marine Corps. It looks very “spiffy.” However, the regular Firefighter’s uniform is good looking and professional also. The Union showed no real evidence that an expenditure of \$400-\$500 per member was a real need and that the current uniform was so bad looking it was not suitable to wear in public functions.

FINDING OF FACT

Current and regular uniforms are professional looking.

SUGGESTED LANGUAGE

None.

ISSUE 2

The Township and the Union both propose to increase the yearly clothing maintenance allowance to four hundred dollars (\$400.00)

DISCUSSION

Both parties agree to an increase in the yearly clothing maintenance allowance from \$350.00 to \$400.00.

FINDING OF FACT

Both parties agree to an increase in the yearly clothing maintenance allowance from \$350.00 to \$400.00.

SUGGESTED LANGUAGE

In the third paragraph of this Article, insert \$400.00 in place of \$350.00.

XIV. ARTICLE XX. ATTENDANCE INCENTIVE BONUS

ISSUE 1

Union Proposal: The Union proposes changing the time frame for qualifying for the attendance incentive bonus to six (6) months.

Township Proposal: The Township proposes no change in the current agreement.

DISCUSSION

The Union in this Article is seeking parity with the Township's Police officers on all four issues at impasse in this Article. The Union wants Firefighters to cease being penalized as it relates to the incentive bonus. Currently a member is disqualified from the bonus if member uses member's current compensatory time. Police officers in the Township are not. Also the Union wants to eliminate being late for a shift counting the same as missing an entire shift. Police officers are not penalized for being late as it relates to the attendance incentive bonus.

The Union stated that the use of sick time is not an issue with its members. Having stated this, the Union disproves its own case. There is no need for further incentive. The attendance incentive bonus plan in place is working and performing as it should to get members to work.

FINDING OF FACT

No evidence to support proposal.

SUGGESTED LANGUAGE

None.

ISSUE 2

Union Proposal: The Union proposes changing the dollar amount from two hundred dollars (\$200.00) for a year of not using sick time to one hundred fifty dollars (\$150.00) for six (6) months of not using sick time.

Township Proposal: The Township proposes no change in the current agreement.

DISCUSSION

Same as above.

FINDING OF FACT

No evidence to support proposal.

SUGGESTED LANGUAGE

None.

ISSUE 3

Union Proposal: The Union proposes eliminating an employee being disqualified as it relates to the Attendance Incentive Bonus for using compensatory time.

Township Proposal: The Township proposes no change in the current agreement.

DISCUSSION

This item may merit a closer look. Compensatory time is time off in lieu of being paid overtime in cash. In the event an employee does not miss any scheduled work for a 365-day cycle, the old bargaining agreement entitled that employee to a bonus of \$200.00. the Union stated that according to FLSA, compensatory time is legal scheduled off time. the Union also reasoned that on this issue it seeks parity with the Township Police Department. Police officers are not penalized for using compensatory time and because they have more opportunity to accrue compensatory time by virtue of more court time, the cost factor for Firefighters would be much

lower. The Township evoked the emergency factor for wanting this to remain current language. The Township believes the Firefighters are needed more on emergency standby than policemen. The Township also pointed out that the purpose of penalizing Firefighters for the use of comp time was to act as an incentive for them to achieve the incentive bonus.

Neutral finds the evidence favors the Union. Compensatory time is allowed by the Fair Labor Standard Act as administered by the U.S. Department of Labor. Where two parties cannot agree to deviate from the Act within permissibility of the Act, then the Neutral must favor what the Act provides and that is for an employee to be able to use compensatory time off in lieu of being paid overtime in cash without being penalized.

FINDING OF FACT

The Township presented no valid evidence as to why the Firefighters should be treated differently from Policemen on this issue.

SUGGESTED LANGUAGE

Incorporate into Title XX that compensatory time taken shall not disqualify an employee from the Attendance Incentive Bonus.

ISSUE 4

Union Proposal: The Union proposes eliminating being late for a shift counting against an employee as it relates to the Attendance Incentive Bonus.

Township Proposal: The Township proposes no change in the current agreement.

DISCUSSION

The Union used as argument parity with the Police officers who are not penalized for being late. The Township countered with the emergency nature of the Fire Department and the fact that this is the incentive to get the Firefighters to work on time. The police do not have an equivalent type of emergency so parity in this case should not apply. The Neutral finds that the evidence favors the Township. Parity with the police would ignore the highly more emergency nature of the Fire Department. The intent is to inspire Firefighters to get to their shifts on time. Thus Neutral finds this part of the Article to be not only legitimate, but prudent based on the evidence presented.

FINDING OF FACT

Parity with the Police Department does not apply.

SUGGESTED LANGUAGE

Current.

XV. ARTICLE XXV. PARAMEDIC CERTIFICATION

ISSUE 1

Union Proposal: The Union proposes that any firefighter/EMT promoted to the rank of Lieutenant during the term of this Agreement shall be certified as a Paramedic within two (2) years of his promotion to the rank of Lieutenant. This Paramedic certification shall be maintained during the course of their employment. Should the newly promoted Lieutenant not obtain a Paramedic certification in the first two (2) years of his promotion, the Lieutenant shall be demoted back to the rank of firefighter.

Township Proposal: All employees hired after the effective date of this Agreement and all present and future Lieutenants must acquire and maintain Paramedic certification. Unless such training is unavailable for reasons beyond the control of the employee, any new employee must acquire Paramedic certification during the first year of employment. Failure to obtain and thereafter maintain such certification shall be just cause for termination.

DISCUSSION

The Union proposes that only Firefighter/EMT promoted to the rank of Lieutenant be certified as a paramedic within two (2) years of Firefighter's promotion to the rank of Lieutenant. The certification must be maintained during the course of Firefighter's employment. If the newly promoted Lieutenant does not obtain a paramedic certification in the first two (2) years of Firefighter's promotion, the Lieutenant will be demoted back to the rank of Firefighter. On the other hand, the township is proposing that all employees and all present and future Lieutenants must acquire and maintain paramedic certification. Any new employee must acquire paramedic certification during the first year of employment. Failure to obtain and thereafter maintain such certification shall be just cause for termination. The Union provided no evidence of harmful effects of current policy or newly proposed policy by the Township.

The Township offered that they wanted to raise the caliber of Firefighters to a higher professionalism.

No evidence was provided by the Union to show that this was an unsound proposal or how any of its members would be harmed.

FINDING OF FACT

Neutral finds the evidence favors the Township.

SUGGESTED LANGUAGE

Township proposal.

ISSUE 2

Union Proposal: The Union proposes that any vacancy in the rank of Lieutenant or any other vacancy in the bargaining unit shall be immediately filled in accordance with Article XIV of this Agreement.

Township Proposal: The Township proposes no change in the current Agreement.

DISCUSSION

The Union wants any vacancy in the rank of Lieutenant or any other vacancy in the bargaining unit be immediately filled in accordance with Article XIV of this Agreement.

The Neutral has already addressed this in Article XIV as a management right to hire unless bargained to the contrary.

FINDING OF FACT

There is no evidence presented to support this proposal.

SUGGESTED LANGUAGE

Current language.

XVI. SUMMARY

Neutral is satisfied that the issues have been addressed and therefore it is unnecessary to discuss or treat any other matter or events which may be immaterial or insignificant. Further it must be emphasized that the absence of any treatment or discussion related to any matters or arguments presented must not be construed to be a lack of attention thereto, since all matters were considered.

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**Green Township Professional Fire Fighters
Local 2927 I.A.F.F.
532 Aston View Lane
Cincinnati, OH 45002
(513) 467-1150**

Exhibit T-2

January 27, 2000

RE: Case No. 99-MED-10-1003
Green Township Professional Fire Fighters
Local 2927, I.A.F.F. and
Green Township Trustees

The following issues were agreed upon between Green Township and Green Township Professional Fire Fighters, Local 2927 prior to the start of the fact finding hearing on January 21, 2000.

Article III. Union Security.

Both sides agree to membership dues being deducted each bi-weekly pay period.

Article VII. Work Hours and Overtime.

Both sides agree to the accrual of no more than seventy-five (75) hours of compensatory time. The Township at its option may buy-back each employee's compensatory time to twenty-seven (27) hours at the end of each calendar year of the new agreement.

Article VIII. Grievance Procedure

Both sides agree to measuring time requirements for the Grievance procedure in "calendar days" rather than "working days."

Article XI. Sick Leave

Both sides agree to add the following to paragraph C on page fourteen (14) of the current agreement, "subject to exceptions set out herein."

Article XIII. Leaves of Absence

Both sides agree that no changes would be made to this Article.

Article XVII. Seniority and Layoff

Both sides agree that in the event two (2) or more full-time employees have the same date of employment, the seniority of said employees shall be determined by overall length of service with Green Township Fire Department, so that for this limited purpose only, prior service as a part-time fire fighter with Green Township shall count when determining seniority.

Article XVIII. Allowances

Both sides agree to increase the college level tuition reimbursement plan to fifty percent (50%) for one fire related course per quarter or semester with a grade of B or better.

Article XXIV. Discipline/Discharge and Appeal

Both sides agree that references to Captain and Assistant Chief shall not be pre-faced with either part-time or full-time.

Article XXVI. Drug/Alcohol Testing

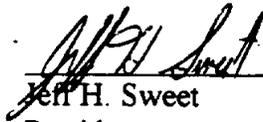
Both sides agree that no changes would be made to this Article.

In addition to the above Articles the Township and the Union agree that no changes shall be made to the following Articles therefore they were not before the fact finder M. James Abernathy.

- Article I. Recognition
- Article II. Binding Agreement
- Article IV. Non-Discrimination
- Article IX. Probationary Period
- Article X. Holidays
- Article XXI. Professional Liability Insurance
- Article XXII. Disability Insurance
- Article XXIII. Personnel Files
- Article XXVII. No Strikes
- Article XXVIII. Integrity of Agreements
- Article XXIX. Savings Clause
- Article XXX. Modification of Standard Work Day

Both sides further agree that Article XXXI shall be amended to reflect the next three (3) years, specifically 2000, 2001, and 2002 and the new agreement shall expire at midnight on December 31, 2002.

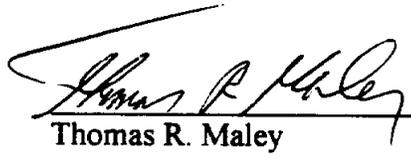
Respectfully submitted,



Jeff H. Sweet

President
Local 2927

2/1/2000
Date



Thomas R. Maley

Administrator
Green Township

2-1-2000
Date

Distribution: M. James Abernathy
Fact Finder

GREEN TOWNSHIP

Employer's Position Regarding Calculations for Hourly Pay Rates

Each firefighter is scheduled for work 24 hours on, and 48 hours off. In a standard year of 365 days, that means each firefighter would be scheduled to work 121.67 days per year. Each work day is 24 hours long. Therefore, the total number of hours annually for each firefighter is 2,920.

121.67 work days per year
x 24 hours per work day
 2,920 hours per year

Each firefighter receives pay based on the annual salary, rather than the hourly rate. A regular pay check for a firefighter includes 1/26th of the annual salary, since pay checks are issued 26 times each year.

The hourly rate is used for overtime pay, for the 144 hours of holiday pay, for call-in pay, for court time pay, and for additional training pay.

Historically, the hourly rate has been calculated by dividing the annual salary by 2,920 hours. Attached is a copy of Appendix A from the recently expired contract. This document reflects 1997, 1998 and 1999 annual and hourly rates. The initial annual salary on this document for a starting firefighter in 1997 is \$33,167.00. The hourly rate for that firefighter is \$11.39. That figure was determined by dividing \$33,167.00 by 2,920 hours.

This has been the way the hourly rate has been calculated since the department began with the 24 hours on/48 hours off policy many years ago, including since the Earned Day Off policy was initiated January 1, 1994.

The Union now suggests that 168 hours should be removed from the 2,920 hours total used in the past because firefighters receive an earned day off approximately 7 times each year. They argued at the fact finding hearing that these earned day off hours should not be counted in the total because they do not work those hours. The fallacy of this argument is that regardless as to whether an individual has to report for duty on his earned day off, the fact is he is paid for those 168 hours. The earned day off is not a day off without pay. It is a day off with pay.

If the Union wants to be consistent in its argument that the 168 hours should not be counted in calculating hourly wages, then they should agree that the annual salary should be adjusted as well to eliminate 168 hours worth of pay from the aggregate total. That is the only consistent way to address their position.

If the Union position is adopted the annual salary will be increased by 6%, but the hourly rate will be increased by 12%. That 12% hourly rate increase would apply to all overtime, all training pay, all court time pay, all call-in pay, and to the 144 hours of holiday pay that each

firefighter receives in a lump sum each year.

The correct way to calculate the hourly rate is as the Township proposed above. This results in an increase in the hourly rate percentage that is equal to the increase in the annual salary percentage. That is the system that has been used for many years, including the last six years and the last two negotiated contracts wherein the Earned Day Off policy existed. It is the correct and fair system.

The Union offers no valid or compelling reason to change the method of calculation.

**FULL TIME PREFIGHTERS
WAGE RATES**

	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999
START	\$24,605.00	\$26,217.00	\$27,528.00	\$28,904.00	\$30,060.00	\$30,962.00	\$31,891.00	\$33,167.00	\$34,494.00	\$35,529.00
12 MONTHS	\$26,176.00	\$27,891.00	\$29,286.00	\$30,750.00	\$31,980.00	\$32,939.00	\$33,928.00	\$35,285.00	\$36,696.00	\$37,797.00
24 MONTHS	\$27,845.00	\$29,669.00	\$31,152.00	\$32,710.00	\$34,018.00	\$35,039.00	\$36,090.00	\$37,534.00	\$39,035.00	\$40,206.00
36 MONTHS	\$29,622.00	\$31,563.00	\$33,141.00	\$34,798.00	\$36,190.00	\$37,276.00	\$38,394.00	\$39,930.00	\$41,527.00	\$42,773.00
LIEUTENANT:										
START								\$41,000.00	\$42,640.00	\$43,919.00
12 MONTHS								\$42,000.00	\$43,680.00	\$44,990.00

TS

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Hamilton County, Ohio, hereby makes the following
 Official Certificate of estimated Resources for the
 for the fiscal year beginning JANUARY 1 2000

GREEN TOWNSHIP

FUND	ESTIMATED UNENCUMBERED BALANCE JANUARY 1 2000	REAL ESTATE PROPERTY TAX	PERSONAL PROPERTY TAX	LOCAL GOVERNMENT FUNDS	ROLLBACK, HOMESTEAD, PP TAX EXEMPTION	OTHER SOURCES	TOTAL
GENERAL FUND	1,495,763	218,143	7,299	1,081,586	27,750	1,893,252	4,723,793
ROAD & BRIDGE	30,982	677,801	22,679		86,223	0	817,685
FIRE	109,910	1,941,252	101,926		236,831	0	2,389,919
STREET	681	698,044	26,068		88,056	0	812,849
POLICE	1	503,137	26,068		61,478	0	590,684
PUBLIC SAFETY	109,080	1,221,577	45,619		154,098	0	1,530,374
LEVY 5	0	0	0		0	0	0
MOTOR VEHICLE	2,735					75,000	77,735
GASOLINE TAX	2,229					47,000	49,229
FIGHTING ASSESSMENT	26,586					37,000	63,586
ZONING	7,208					5,000	12,208
ISSUE II - LOCUST LANE	0					0	0
ISSUE II - SNYDER ROAD	0					0	0
SOLID WASTE MANAGEMENT	890					50,000	50,890
TAX INCREMENT FINANCING	1,708,384					2,383,000	4,091,384
GENERAL BOND RETIREMENT	0					0	0
SENIOR CENTER	3,674					8,000	11,674
PARK DONATIONS	62,349					47,500	109,849
INSURANCE CLAIM MONEY	1,341					670	2,011
PARK DEPOSITS	50					11,000	11,050
DRIVEWAY PERMITS	11,162					3,000	14,162
FIRE DONATIONS	5,064					250	5,314
POLICE DONATIONS	9,658					8,350	18,008
DRUG LAW ENFORCEMENT	3,975					8,200	12,175
TWP MTR VEHICLE LICENSE	0					405,000	405,000
ENFORCEMENT & EDUCATION	8,757					11,000	19,757
LAW ENFORCEMENT	18,891					8,000	26,891
EMS TRAINING GRANTS	0					0	0
	0	0				0	0
	0	0				0	0
TOTAL ALL FUNDS	3,619,370	5,259,953	229,659	1,081,586	654,437	5,001,222	15,846,227

The Budget Commission further certifies that the action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of the appropriations from each fund

September 29, 1999

SIGNED
 BUDGET
 COMMISSION

Carl G. Smith

Robert L. Greening

David D. ...

GREEN TOWNSHIP**Comparison of Tax Valuation Base and Millage with Colerain Township****1999 Figures**

	Green Township	Colerain Township
Fire Levies	3.91 mills	6.96 mills
Safety Levy (for fire department)	.572 mills	none
Tax Valuation Base	\$999,784,010.00	\$1,039,722,780.00



administration offices

6303 harrison avenue · cincinnati, ohio 45247-6498 · (513) 574-4848/fax 574-6260

MEMO

TO: James R. Abernathy

FROM: Thomas J. Straus, Clerk

SUBJECT: 1999 GROSS WAGE INFORMATION

DATE: January 20, 2000

COPIES:

1999 Gross Wage Information Fire Department Contract Personnel		
<i>Name</i>	<i>Total Gross Wages</i>	<i>Average Gross Wages</i>
Lieutenants (6)	\$287,291.99	\$47,882.00
Fire Fighters (26)	\$1,149,149.70	\$44,198.00

APPENDIX A**SALARIES****FIRE FIGHTER**

	<u>1997</u>		<u>1998</u>		<u>1999</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
<u>Start</u>	33,167	(11.39)	34,494	(11.85)	35,529	(12.20)
After 12 Months	35,285	(12.12)	36,696	(12.60)	37,797	(12.98)
After 24 Months	37,534	(12.89)	39,035	(13.40)	40,206	(13.81)
After 36 Months	39,930	(13.71)	41,527	(14.26)	42,773	(14.69)

LIEUTENANT

Start	41,000	(14.08)	42,640	(14.64)	43,919	(15.08)
After 12 Months	42,000	(14.42)	43,680	(15.00)	44,990	(15.45)

TS

APPENDIX A

SALARIES

FIRE FIGHTER

	<u>2000</u>		<u>2001</u>		<u>2002</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
<u>Start</u>	36,595	(12.57)	37,693	(12.95)	38,824	(13.34)
After 12 Months	38,931	(13.37)	40,099	(13.77)	41,302	(14.18)
After 24 Months	41,412	(14.22)	42,654	(14.65)	43,934	(15.09)
After 36 Months	44,056	(15.13)	45,378	(15.58)	46,739	(16.05)

LIEUTENANT

51

<u>Start</u>	45,378	(15.58)	46,739	(16.05)	48,141	(16.53)
After 12 Months	46,699	(16.04)	48,141	(16.51)	49,543	(17.01)

APPENDIX B
SENIORITY LIST

<u>NAME</u>	<u>UNIT DAY</u>	<u>PAY NUMBERS</u>	<u>EMPLOYMENT DATE</u>
1. Thomas Elsbernd	2	51	1/1/80 12/22/97 (LT. Promotion)
2. John Bohning	*2	48	1/1/80 *6/14/99 (LT. Promotion)
3. Thomas Dietz	3	50	1/1/80
4. Stephen Claytor	3	49	2/2/81
5. Russell Ruberg	3	54	2/2/81 12/22/97 (LT. Promotion)
6. Michael Nie	*1	53	4/19/82 *6/14/99 (LT. Promotion)
7. Michael Boeckermann	2	98	8/8/88
8. Mark Hetzel	1	213	8/27/90
9. Richard Bell	3	61	8/27/90
10. Scott Souders	1	111	8/27/90 12/22/97 (LT. Promotion)
11. Patrick Gunn	2	290	8/12/91
12. Kevin Rhodes	3	236	8/12/91
13. Mark Fogel	1	331	8/23/93
14. Jeff Sweet	2	114	8/23/93
15. James Duke	1	381	1/10/94
16. Jeffrey Williams	3	326	8/8/94
17. James Dufford	2	312	8/8/94
18. Clifford Phillips	1	352	8/8/94
19. Michael Joseph	1	317	7/24/95
20. Joseph Spears	1	296	7/24/95
21. Darren Mooney	2	377	7/24/95
22. Terry Tate	*3	383	6/10/96 *6/14/99 (LT. Promotion)
23. Mike Scherer	2	353	6/10/96
24. Dan Gallagher	3	260	6/10/96
25. Rob Wohlfrom	1	355	8/12/96
26. James Veldhaus	2	393	10/27/97
27. Rob Crone	3	370	10/27/97
28. Andrew Parker	2	423	10/27/97
29. Chris Godfrey	3	411	11/23/98
30. Shaun Myers	1	457	11/23/98
31. Kevin Hummeldorf	2	82	11/23/98
32. Rob Kitchen	3	412	8/9/99

(Revised 8/11/99)

GREEN TOWNSHIP

TOWNSHIP FIRE STATION DESIGN/CONSTRUCTION PRELIMINARY BUDGET

COVEDALE - STATION 107

ARCHITECT/ENGINEERING		\$ 55,000.00
PERMITS/FEES		\$ 10,000.00
NEW CONSTRUCTION	3,040 SQ. FT. @ \$125 SQ.FT.	\$380,000.00
REMODEL GARAGE	3,500 SQ. FT. @ \$65 SQ.FT.	\$227,500.00
SITE DEVELOPMENT	2,100 SQ. YD. @ \$50 SQ. YD.	\$105,000.00
LANDSCAPE/FENCING		\$ 25,000.00
CONTINGENCIES	@ 5%	\$ 37,500.00
	PROJECT TOTAL	\$840,000.00

GREEN TOWNSHIP

TOWNSHIP FIRE STATION DESIGN/CONSTRUCTION PRELIMINARY BUDGET

BRIDGETOWN ROAD - STATION 54

ARCHITECT/ENGINEERING		\$105,000.00
PERMITS/FEES		\$ 12,500.00
LIVING/ADMIN	2,520 SQ. FT. @ \$125 SQ. FT.	\$315,000.00
GARAGE (3 BAY)	3,240 SQ. FT. @ \$100 SQ. FT.	\$324,000.00
BASEMENT	2,720 SQ. FT. @ \$75 SQ. FT.	\$202,500.00
SITE DEVELOPMENT		\$128,800.00
LANDSCAPE/FENCING		\$ 25,000.00
CONTINGENCIES	@ 5%	\$ 50,000.00
LAND ACQUISITION		\$ 90,000.00
	PROJECT TOTAL	\$1,252,800.00
\$840,000.00		

LOCAL 2927

Jeff Sweet
532 Aston View Lane
Cleves, OH 45002
Home Phone (513) 467-1150
President, Local 2927

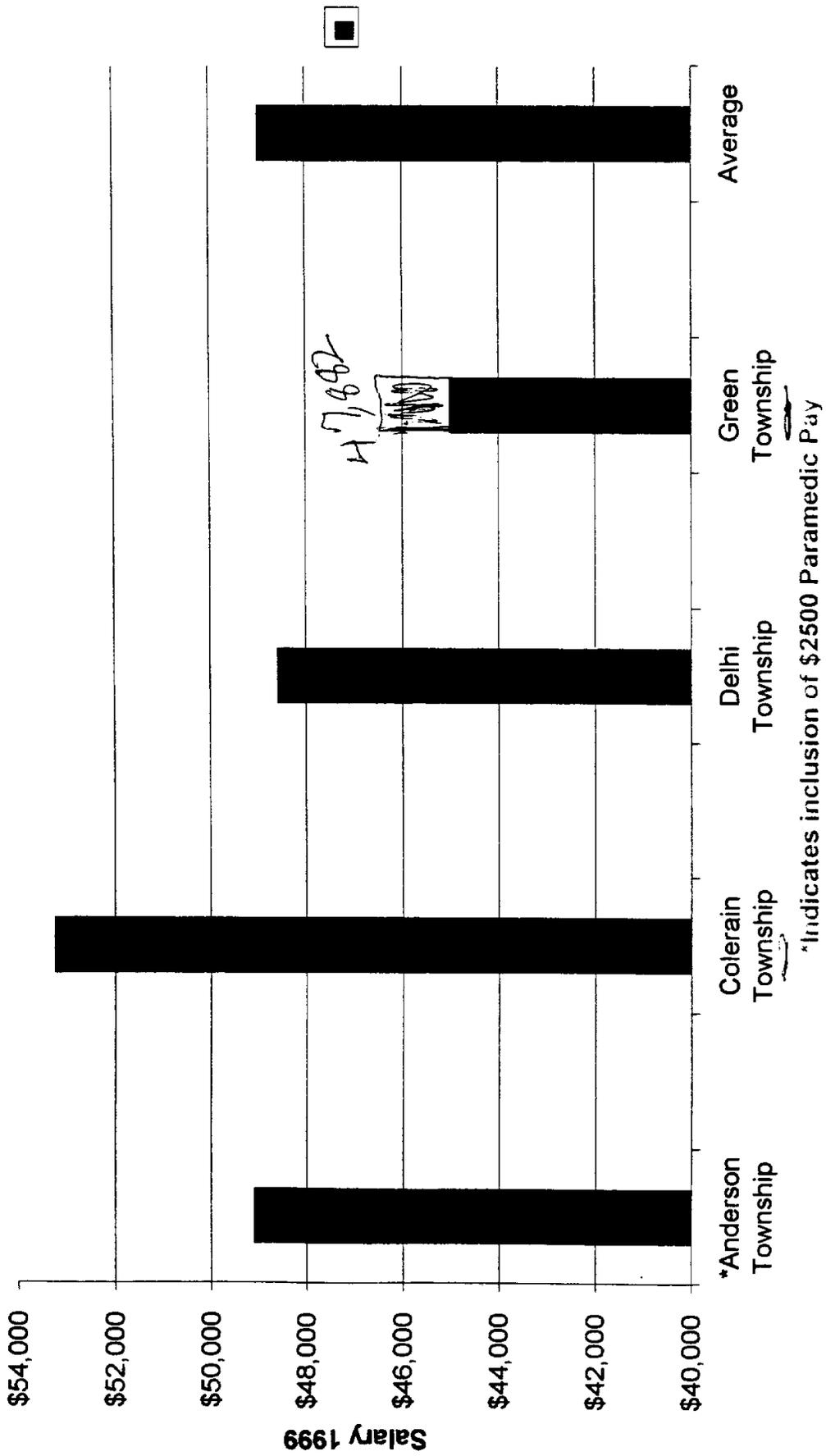
Michael A. Boeckermann
5482 Mallard Drive
Cincinnati, OH 45247
Home Phone (513) 598-1879
Secretary-Treasurer

Kevin J. Jhummeldorf
5537 Woodhaven Drive
Cincinnati, OH 45248
Home Phone (513) 922-4060
Trustee

Michael E. Joseph
3681 Gailynn Drive
Cincinnati, OH 45211
Home Phone (513) 661-9033

Patrick Gunn
3365 Greencrest Court
Cincinnati, OH 45248
Home Phone (513) 922-0008

Fire Lieutenant



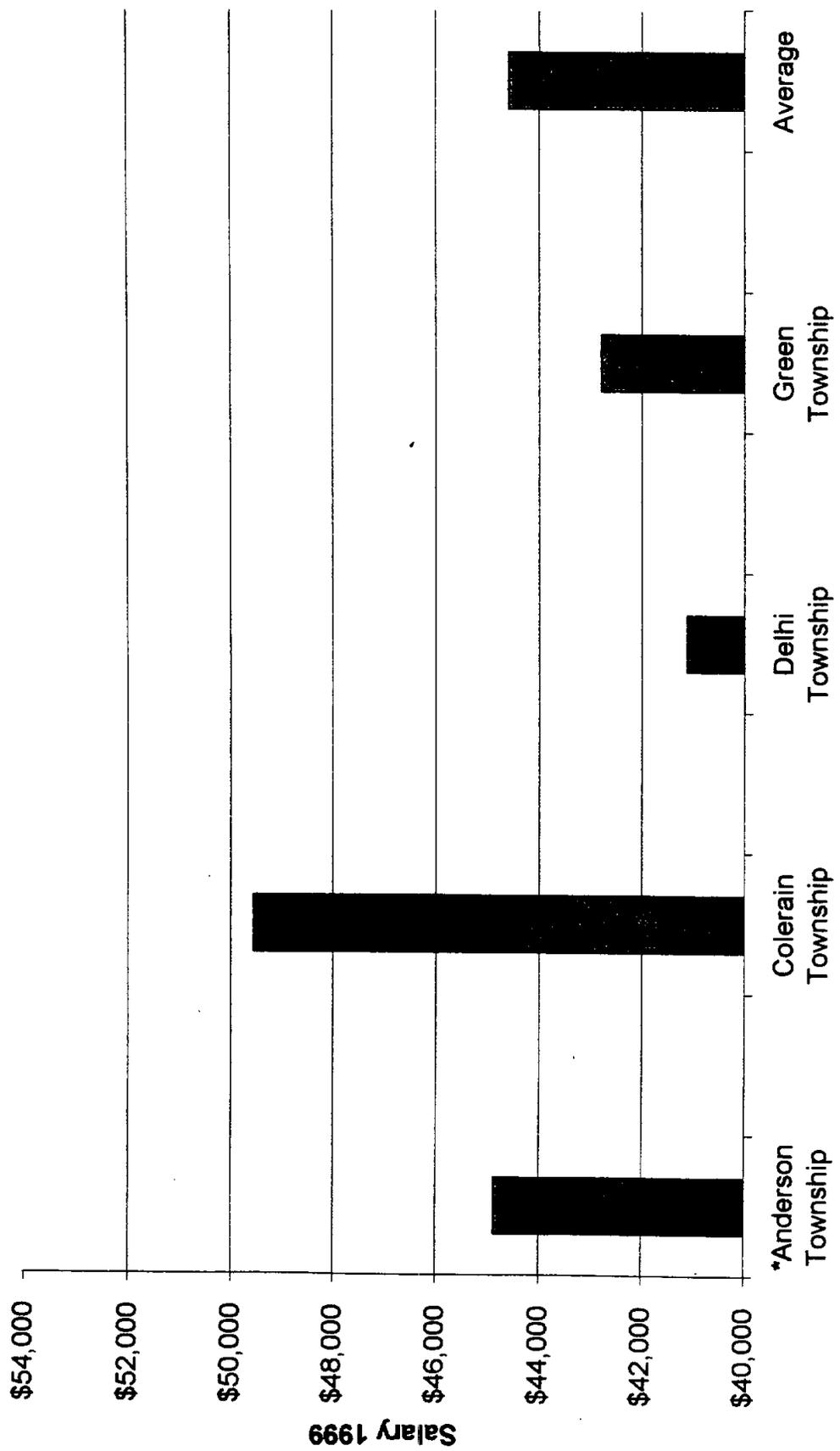
*Indicates inclusion of \$2500 Paramedic Pay



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C
M

Firefighter/Paramedic



*Indicates inclusion of \$2500 Paramedic Pay

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****ESTIMATED INCOME FOR 2000**

220 **	FIRE LEVIES	\$2,862,650	3.91 mills
223...	SAFETY LEVY	\$812,269	57.15%
220....270	Bldg. Permits	\$20,330	NON TAX REVENUE
220....491	EMS FEES	100,000 - \$68,135	NON TAX REVENUE
	TOTAL INCOME	\$3,763,384	

220** FIRE LEVY INCOME IS BASED ON THE 1999 Monthly average income of \$238,554.

***VALUATION OF TAXATION ON ONE DOLLAR**

in GREEN Township, for the Year 1998

DISTRICT	TOWNSHIP	VALUATION Resid/Agri	VALUATION Other	VALUATION Public Utility Personal	VALUATION Total
9	Green	101,240,370	7,801,550	7,698,090	\$116,740,010
142	Green	202,112,510	27,002,650	15,115,110	\$244,230,270
163	Green	420,390,610	49,667,660	33,466,310	\$503,524,580
				TOTAL	\$864,494,860

* HAMILTON COUNTY AUDITORS WEB PAGE,
<http://www.hamiltoncountyauditor.org/98values.htm>

GREEN TOWNSHIP FIRE DEPARTMENT

Income Projections

	2000	2001	2002
Fire Levy	\$2,389,919.00	\$2,389,919.00	\$2,389,919.00
Safety Levy	\$837,716.00	\$837,716.00	\$837,716.00
Building Permit Fees	\$21,000.00	\$21,000.00	\$18,000.00
EMS Fees	\$106,298.00	\$110,550.00	\$114,972.00
Donations	\$500.00	\$500.00	\$500.00
Carry Over	\$107,393.00		
TOTAL INCOME	\$3,462,826.00	\$3,359,685.00	\$3,361,107.00

Expenditure Projections
Based on 3% Wage Increases Each Year

	2000	2001	2002
Wages	\$2,396,391.00	\$2,468,283.00	\$2,542,331.00
Health Care	\$218,582.00	\$231,698.00	\$245,598.00
Retirement	\$474,667.00	\$488,907.00	\$503,574.00
Other Expenses	\$540,973.00	\$557,202.00	\$573,918.00
TOTAL EXPENDITURES	\$3,630,613.00	\$3,746,090.00	\$3,865,421.00

Comparison of Responses and Service Type Among Township Fire Departments

	Fire Responses	Emergency Medical Responses	Total Responses	% of Residential Service	% of Commercial Service	% of Industrial Service
Green Township	1,722	3,413	5,135	85- 90%	8- 9 %	.5 %
Colerain Township	2,246	5,076	7,322	65%	25%	10%

State Employment Relations Board Clearinghouse
Wage Increase Report

October 01, 1999

Employer	County	Union	Local	BU	Date of Increase	Hourly Annual	Hour		Year		Lump Sum	Benefit Increase
							Percent	Amount	Percent	Amount		
DELHI TOWNSHIP	HAMI	IAFF	3389	FF	01/01/1996	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1997	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
GREEN TOWNSHIP	HAMI	IAFF	2927	FF	01/01/1997	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1999	0.00	0.00%	0.00	0.00%	0.00	0.00	No
GREEN TOWNSHIP	HAMI	*	GTPTE	FF	08/01/1997	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	08/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	08/01/1999	0.00	0.00%	0.00	0.00%	0.00	0.00	No
COLERAIN TOWNSHIP	HAMI	*	CTCFF	FF	01/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1999	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/2000	0.00	0.00%	0.00	0.00%	0.00	0.00	No
ANDERSON TOWNSHIP	HAMI	IAFF	3111	FF	01/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/1999	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	01/01/2000	0.00	0.00%	0.00	0.00%	0.00	0.00	No
DELHI TOWNSHIP	HAMI	*	DFA	FF	05/01/1997	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	05/01/1998	0.00	0.00%	0.00	0.00%	0.00	0.00	No
				FF	05/01/1999	0.00	0.00%	0.00	0.00%	0.00	0.00	No

APPENDIX B
SENIORITY LIST

	<u>NAME</u>	<u>EMPLOYMENT</u>
1.	Thomas J. Elsbernd	01-01-80
2.	John C. Bohning	01-01-80
3.	Thomas J. Dietz	01-01-80
4.	Stephen L. Claytor	02-02-81
5.	Russell P. Ruberg	02-02-81
6.	Michael E. Nie	04-19-82
7.	Michael A. Boeckermann	08-08-88
8.	Mark S. Hetzel, Sr.	08-27-90
9.	Richard J. Bell	08-27-90
10.	Scott G. Souders	08-27-90
11.	Patrick Gunn	08-12-91
12.	Kevin Rhodes	08-12-91
13.	Jeff Sweet	08-21-93
14.	James Duke	01-10-94
15.	Jeff Williams	08-08-94
16.	Jim Dufford	08-08-94
17.	Cliff Phillips	08-08-94
18.	Mike Joseph	07-24-95
19.	Joe Spears	07-24-95
20.	Darren Mooney	07-24-95
21.	Terry A. Tate	06-10-96
22.	Mike Scherer	06-10-96
23.	Dan Gallagher	06-10-96
24.	Rob Wohlfrom	08-12-96
25.	James Veldhaus	10-27-97
26.	Rob Crone	10-27-97
27.	Andy Parker	10-27-97
28.	Chris Godfrey	11-23-98
29.	Shaun Myers	11-23-98
30.	Kevin Hummeldorf	11-23-98
31.	Rob Kitchen	08-09-99

UNION

I.A.F.F. 2927

1/21/99

Calculations for Hourly Pay Rate:

365 days per year
divided by
3 (3 being our 3-day rotation (24 hours on/48 hours off))

equals

121.6 days per year of scheduled days
times 24 hours (work hours) per day

equals

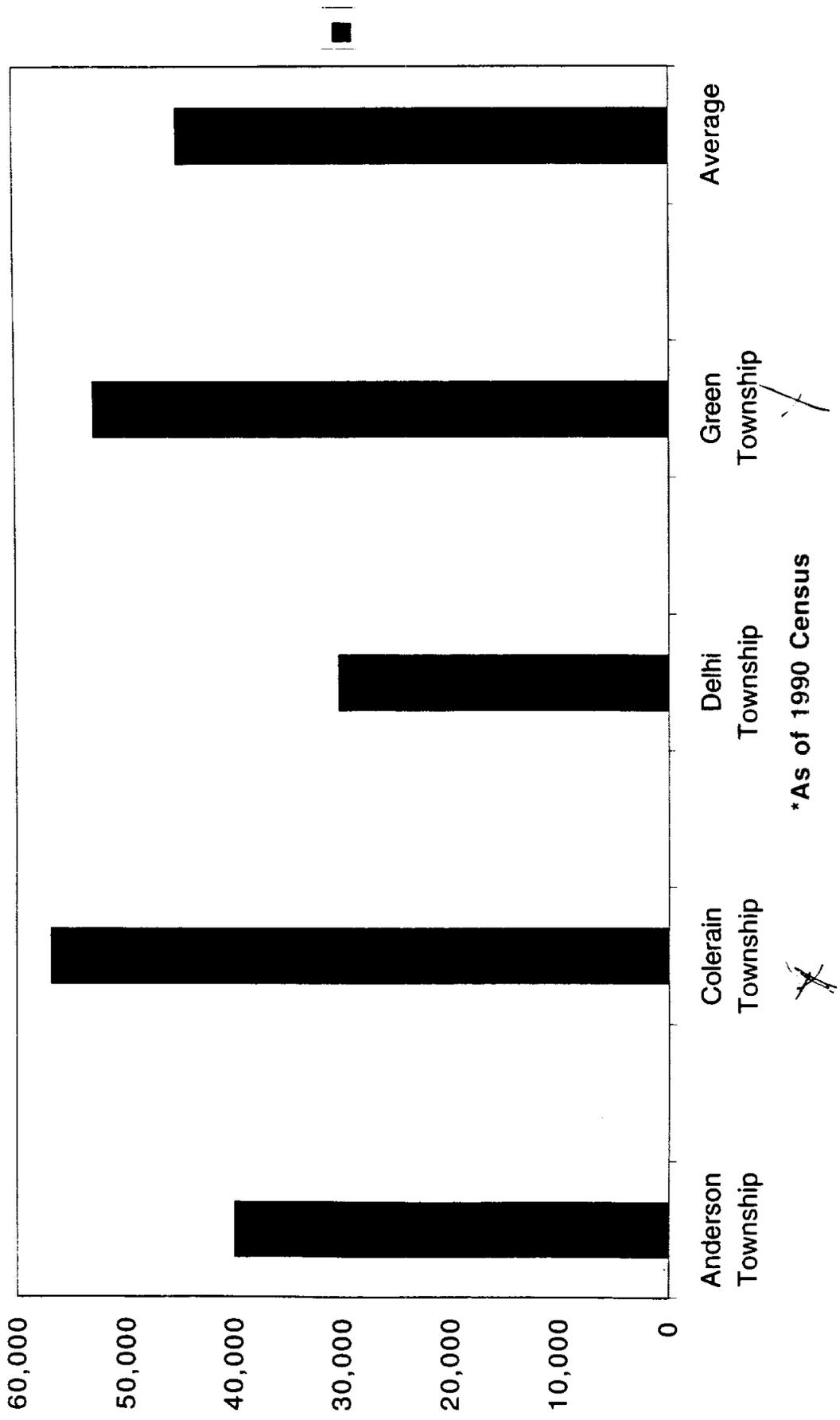
2,918.4 total work hours
subtract from this
7 - 24-hour tours or 168 hours
This represents our contracted EDO ("Earned Days Off") provision of
one (1) tour off each two (2) 28-day period

This equals
2,750.4 hours
divided by 52 weeks per year
resulting in
52.89 average hours per week.

In Article VIII, Page 5, Paragraph 4, it clearly states that we work an average of 53 hours per week. This agrees with the above math.

Therefore, in order to reduce our annual salary to an hourly rate, for purposes of hourly based compensation, you must divide the annual salary by 2,750.4 hours (above).

Population



60,000
50,000
40,000
30,000
20,000
10,000
0

Anderson
Township

Colerain
Township

Delhi
Township

Green
Township

Average

*As of 1990 Census

I.A.F.F. 2927

UNION
EXHIBIT

1/21/99

Calculations for Hourly Pay Rates

365 days per year

divided by

3 being our 3 day (24 hour on / 48 hour off) rotation

equals

121.6 days per year of scheduled days

times 24 hours (work hours) per day

equals

2918.4 total work hours

subtract from this (7) - 24 hour tours or

168 hours This represents our contracted

EDO (Earned day off) provision of (1) tour off each (2) 28 day periods

This equals

2750.4 hours

divided by 52 weeks per year

resulting in

52.89 average hours per week

In Article VII / page 5 / paragraph 4 clearly states that we work an average of 53 hours per week.

This agrees with the above math

Therefore, in order to reduce our annual salary to an hourly rate, for purposes of hourly based compensation, you must divide the annual salary by 2750.4 hours (above).