

STATE EMPLOYMENT  
RELATIONS BOARD  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

2011 OCT 31 P 4: 34

In the matter of: :  
: :  
Union Township Professional : Case No. 10-MED-10-1634  
Firefighters Local 3412 : :  
and : Conciliator Steven L. Ball  
: :  
Union Township Trustees :

**CONCILIATION REPORT**

The undersigned, Steven L. Ball, appointed as State Employees Relations Board conciliator, makes the following report and final offer settlement award:

**I. HEARING**

The conciliation hearing was held at the Township offices at 9:30 a.m. on October 11, 2011. The following were present:

Township

Larry Barbieri, Law Director  
Ken Geis, Administrator  
Stan Deimling, Fire Chief

Union

Michael Smith, President  
Franco Delzotti, Vice President  
Tim Stephens, Secretary  
Rusty Huff, Treasurer  
Henry Arnett, Counsel for Local 3412

The parties agreed in writing to waive any verbatim transcript of the proceeding.

**II. CRITERIA**

After presentation of the evidence, consideration was given to the factors detailed in OAC 4117-9-06(H) and Section 4117.14(G)(7), Ohio Revised Code, and the Report and Recommendation of the Fact Finder.

### **III. FINDINGS OF FACT AND OPINION**

#### **Article 18 – Wages**

The Union's last offer is a 1% raise for each year of the agreement. The Township offers no increase in 2011 and 2012, with a reopener as to wages only in 2013. The Township reports that the Police Dispatchers and Sergeants agreed to three year increases of 0, 0, and a reopener; the Service Department 0, 0, and reopener, and the police patrol had increases of 0, 1, and 1 imposed by the conciliator. At fact finding the Union sought increases of 0%, 3% and 3% for firefighter paramedics, lieutenants and captains. The Township's position was the same as its final offer.

Michael Smith, President of the local Union, described the fire department's activities and stations. By all accounts, this is a highly trained and accredited force, and all but two employees are trained as paramedics. There are currently 58 firefighters and lieutenants; previously the Department had three captains, but now only one. The trend in staffing has been not to fill positions upon losing employees through attrition.

Two stations are staffed daily with two employees, two stations with four employees, and one station with three employees. Smith identified Union Exhibit 2, which is a report for 2009, which details increased runs from 5761 in 2005 to 7165 in 2009. This has resulted in more "fill-ins" from station to station. Union Exhibit 3 lists 7568 runs in 2010.

The Township and Union implemented a new work schedule in 2010, in which the firemen worked additional hours, totaling 2600 per year. This reduced overtime substantially, and thus reduced total income to the firemen. Firefighter total wage earnings decreased from \$5,097,028.05 in 2009 to \$4,302,533.06 in 2010 (Union Ex. 4).

The Union introduced Exhibit 5, which depicts a decrease in the general fund's ending balance from \$2,253,908.56 ending 2009 to 2,145,838.87 ending 2010. The Fire Fund balance went from \$103,536.61 ending 2009 to \$985,458.70 ending 2010. The Safety Services Fund ended with \$117,700.36 in 2009 and ended at \$641,440.53 in 2010. The Township has chosen to fund the Fire Department primarily by levies through the Fire Fund, though the Department also shares the Safety Services Fund with the police. The Union argues that the Township's financial distress arguments were rejected by the conciliator in a recent police department/Township conciliation. The Union notes that the Township's AA2 Moody rating was recently affirmed, which is a high grade rating. An August 23, 2011 report issued by Moody's made the following conclusions:

"Union Township's sizeable 2.9 billion tax base is expected to experience modest growth moving forward, as economic development efforts undertaken by the Twp. continue to spur commercial development..."

...The Township's tax base has slightly declined through the economic downturn, experiencing an annual average decline of 0.8% from 2006 to 2011."

(Union Ex. 11, p. 2)

The Union offered Ex. 1 taken from the Township's website. There the city is described as a "thriving community." As to fire department services, it reads:

"in a rapidly growing community such as this, the demands for service continue to escalate year after year."

A new Jungle Jim's grocery is expected to open soon within the township, replacing a closed business, which will add significant jobs and tax resources.

The Township argues that the Conciliator's report in the police patrolman's case accepted the Township's financial projection's through 2020. Also, the Township argues that the Governor's reductions in state sharing revenues were not in evidence at that hearing, and that the

Township's income is further limited due to a loss of property values. For example, the new Jungle Jim business will have a decreased property value from 18.5 million to 7 million.

The Township Administrator, Ken Geis, made projections of expenses and revenue (Exhibit I) which are generally static through 2020. He testified that the Township has a lot of debt (\$32,000,000). The Township's rating by Moody was once at AA3, but went to AA2 because of a reduction in the Township's cash reserves from \$5,000,000 in 2006 to \$2,000,000 in 2010. According to Geis, Moody's offered a warning on page 3 of its report that a degradation is possible, which Geis predicts would result in an increase in interest rates to be paid by the Township. The conciliator assumes that he is referring to the rather generic "what could change the rating down" section. There is also a "what could change the rating up" section, also rather generic. Geis testified that the County's real estate values have generally decreased between 10%-15% per the County Auditor, though no documentation was provided. The tangible personal property tax reduction will result in a loss of \$1,000,000 in income to the Township in 2012. Also, the state reduced the local government revenue contributions by 50% (\$400,000 to \$200,000), which will drop to zero. Eighty five percent (85%) of the fire department budget is attributable to personnel. The Township believes that it cannot use general fund monies to subsidize the fire department, without hurting its bond rating. Other funds, such as the JED and TIF funds may be used for equipment or other capital expenditures, but not for salaries. Even if that were possible, the fire department has not replaced equipment for three years. The equipment is depreciating, and the Township argues that if anticipated capital expenditures are computed into the Township's projections, the fire fund would be bankrupt. Those funds are needed for capital expenditures. Geis says that his expense projections are flat,

but they probably will increase. The health insurance plan offered to the firefighters is “incomparable” in his opinion.

Upon examination by the Union, Geis admitted that receipts for the general, fire and safety funds all exceed disbursements, and that any contract through 2013 should not require any subsidization by the general fund, and that Geis projects a \$600,000 carryover in the fire fund for 2011, and \$500,000 carryover in the Safety Fund for 2011. Geis’s projections include a police subsidy from the general fund of \$305,829 for 2012 and \$686,628 for 2013, but there are no plans to subsidize the fire department during the term of the new contract. A 1% increase in firefighter wages would cost the Township approximately \$45,000.

The Union urges two comparables, Anderson Township (to the West) and Miami Township (to the North), which adjoin Union Township. Anderson Township has 16 firefighter/paramedics at four stations, making 3800-4000 runs per year who are paid \$69,981.14 at the top for 2756 hours worked. Miami Township has 12 firefighter/paramedics, three stations and make 4,000 runs per year. The top of the wage scale is \$63,022 for 2011. Those firefighters work 2496 hours, at 45 hours per week with a Kelly day every three weeks. Both comparable departments are receiving increases for the period 2010 through 2013; 2.50%, 2%, and 2% for Anderson, 3%, 3% and 1% for Miami. The Township offered comparables (Exhibit J), including Goshen Township (top wage \$35,800.70), Sycamore Township (top wage \$55,745.04), as well as Miami Townships in both Hamilton (top wage \$47,623.68) and Clermont Counties (top wage \$63,022.55), Spring Township (top wage \$58,133.43), Colerain Township (top wage \$71,018.01), and Hamilton Township, Warren County (top wage \$42,794.00). Of those comparables, Goshen Township, Hamilton Township and Miami township (Hamilton Co.) all have populations under 14,000, and all Township comparables (except Colerain) are departments

which work their firefighters 48 hours per week. When looking at all Firefighter/Paramedic wages listed in Exhibit J which are most comparable in population to Union Township, and also roughly comparable in hours worked, Union Township's wages are generally on par: Colerain, Miami Twp, (Clermont Co.), Springfield Township and Sylvania Township. The two comparables offered by the Union would indicate a slight downside to those adjoining departments. The conciliator concludes that the Township's firefighters are generally within a reasonable range of compensation, considering the size of the Department and community.

However, the Township now asks the firefighters to work longer hours for the same amount of wages based largely upon the long term projections of the Administrator. No data was presented as to the effect of lowered property values upon actual tax resources for the Township (and particularly the Fire Levy) other than as contained in the projections. This conciliator respects the Administrator's concerns as to funding, though there was no evidence of an immediate financial crisis. The new schedule of 2756 hours per year imposed by this agreement (see Article 16) will require the firefighters to each work three additional hours per week, which by the Township's projections will save at least \$150,000 per year in overtime.

Other Township bargaining units have acceded to no increases for two years. The conciliator was not made aware of any further concessions they may have made, if any. Increasing the firefighter's hours with no additional compensation would place the firefighters in a position of not merely maintaining the status quo, as the other Departments have apparently done (by agreement or by conciliation), but actually retreating in their wages and working conditions. The money saved by the Township over three years on overtime ( $\$150,000 \times 3 = \$450,000$ ), would be only partially offset by an increase of roughly \$135,000 in wage increases at the rate of 1% per year ( $\$45,000 \times 3$ ) as offered by the Union. The conciliator has also

considered among other things, the fact finding report, which would have implemented a “0, 0, wage opener” result. However, the fact finder’s report does not discuss in any detail or specifics the financial condition of the Township, leaving the fact finder to rely most heavily upon the evidence produced at hearing. Given this conciliator’s adoption of the Township’s final offer as to hours of employment, the Union’s offer is both fair and reasonable. The conciliator implements the Union’s wage proposal.

**Article 6 – Safety**

**Union Proposals 6.1, 6.4, Proposed New 6.6**

The Union proposes changes to Section 6.1 to include a safety concern reporting system. The system would include a method of anonymous reporting to protect from retaliation, and a database to record exposure to hazards. Currently the department has incident reports for contact with hazardous materials, but those do not necessarily include exposure to individuals.

The Union also proposes changing Section 6.4 of the agreement to require that the Township consult with the local prior to introducing new equipment, and to require that “procedures or guidelines” be established and written with the input of the local prior to equipment being placed in service. The current provision applies only to changes in items of personal protective equipment, and does not require written procedures or guidelines. The Union offers the Zimek machine as an example of new equipment for which there is no written procedure on its use. However, the Chief testified that all users were trained by the manufacturer.

Finally, the Union proposes a change to include a new Section 6.6, which would require that each station be staffed with a lieutenant or acting lieutenant. NFAB §17.10 requires someone to be in charge. A couple of times in 2010 there were instances wherein neither a

lieutenant or acting lieutenant were on duty. The Union admits that 98% of the time there is no problem with current practice.

The Township opposes all of the changes by the Union. The Health and Safety Committee has not met in recent memory because neither party has requested a meeting (as is the explicit right of either party in current §6.1). The Township contends that the language proposed by the Union is overbroad and vague in the use of the term “known hazard exposures.” The Township also believes that the confidentiality requirement would conflict with the public records act. The Township states that there is no history of disciplinary retaliation. Section 6.3, it points out, already prohibits discipline for any refusal to use defective equipment. As to new equipment the Township does consult with the Union as a general practice and the Chief agrees that it is a good idea to consult with the local prior to items being placed in service. The Chief also admits that information as to hazard exposures are limited to reports provided by the firefighters.

The Union’s proposals have some merit, but appear to this conciliator to be difficult in implementation, vague in interpretation, and unnecessary as proposed. The Township’s last offer is adopted and current language maintained.

**Article 6.5 - Staffing**

The Township proposes deleting all daily staffing requirements in Article 6.5. The Union proposes current language (as was modified in 2009 by a Memorandum of Understanding) requiring a minimum of 15 daily full time personnel.

The Union contends that there was at one time 61 firefighters, now reduced to 57. There are now two less captains. The agreement that ended July 2008 required 12 daily personnel. Thereafter two stations were added, as permitted by a “Safer” grant. The minimum staffing level



went to 18 by practice. The current minimum of 15 was entered by agreement in September, 2009, prior to passage of a 2.95 mil levy. The understanding was that the new levels would only be implemented if the levy passed.

In the past, 20 firefighters were assigned to a shift. Now, with attrition, that has resulted in an average 18 or 19 per shift to achieve 15 actually at work. Overtime is needed, but overtime went down in 2010, even with the 15 daily minimum because at least in part there was an increase in regular hours imposed by the last agreement. The Union believes that a minimum of 15 firefighters are needed to adequately serve the community and the safety of the work force.

The parties engaged in a lengthy discussion of staffing standards. NFPA guideline 17.10 requires a minimum of 15 firefighters for any two story fire. A "Safer" grant received by the Township requires compliance with that standard. Section 4123:1-21-07 OAC requires a minimum of four fire fighters at any interior structural fire. The Union contends that any lessening of the 15 daily staffing requirements would risk non-compliance with those standards. The Township, per Chief Deimling, believes that standard can be easily met by calling in extra personnel or using neighboring departments to supplement the daily staff, should such a fire occur. Less than 1% of runs are working structural fires. The Chief believes that a daily staffing of 12 or less would not be a problem.

There is no specific daily staffing level standard imposed by law or trade association. The parties differ on the effect of any reduction below 15. The Chief seemed to concede that increased workloads (runs), with fewer staff, necessarily has some safety impact, even if marginal, upon the firefighters (injuries, stress, morale, etc.) and on service to the community.

The Township agreed to the minimum of 15 daily employees during the recession of 2009. Property values were dropping precipitously at that time if not yet reflected in the tax

valuation. Chief Deimling testified that the Township agreed to the 15 minimum when they were routinely scheduling 25 employees, which resulted in 19 or 20 actually working (vacation, other absences). He must now schedule 19 per shift to meet the 15 minimum. If 5 are off, then overtime must be used.

The Township's concerns as to the potential for doing away with the Department altogether if their proposal is not adopted appears to this conciliator as premature.

Administrator Geis testified that any staffing requirement would prohibit layoffs and could force a disbanding of the department, being the only alternative should finances not be available. Even accepting the projections of the Administrator, the finances of the City do not appear to be such as to force such a decision during the term of the contract (i.e. expiring 2013). The conciliator can accept the Township's testimony that some daily staffing level under 15 may be acceptable but cannot conclude that no staffing minimum should be implemented, which is the only proposal offered by the Township. Moreover, the Union has demonstrated an increased work load based upon the number of runs; and the firefighters are doing such work with less staff than once was available. In short, the position of the Township, offering a complete removal of all staffing levels which were agreed to only two years ago, rather than one of a reduced level somewhere between zero and 15, forces a conclusion that the Union's proposal is more reasonable, and is implemented.

#### **Article 17 – Hours of Work and Overtime**

The Township wishes to amend Section 17.9, increasing the firefighters' yearly hours of work from 2600 to 2756. The Township contends that 2756 hours is a common standard for firefighters nationwide. According to the Township, this will save the city overtime expenditures of at least \$150,000 per year. It contends that overtime is now costing \$250,000 to

\$350,000 per year and that overtime will drop to \$100,000 or less upon implementation of their proposal.

The Union argues that this will require each firefighter to work a proposed 53 hour week, versus a current average of 50. Firefighters will work 54 hours/week every 4 week cycle. The Union notes that this will constitute 8% more hours at the same salary.

In any event, the change in work schedule meets the national average. It will assist the Township in lowering costs, generally in a time of economic uncertainty and the 1% pay increases granted in this report eases any burden on the firefighters by implementation of the new schedule. The conciliator adopts the Township's proposal.

#### **Article 22 – Sick Leave**

The Union proposes to change Section 22.8 to increase the sick leave hours which may be carried into retirement from 720 to 800. The Union's argument is parity with the police. The Township opposes the Union's position on strictly a financial basis.

Neither party provided any figures to show the potential financial effect of the Union's proposal. Nor was any information provided as to whether or not retirements are anticipated during the term of the agreement or the number of hours currently "banked."

The conciliator believes that any such concession made by the Township to police officers would normally cause the Township to expect a like change with firefighters. Though obviously some financial result may someday occur as a result of the Union's proposal, without specific computations the conciliator cannot find a fiscal prohibition to implementation of this change. The Union's last offer is adopted.

#### **Article 25 – Restricted Duty**

The Union proposed adding the following sentence to Section 25.2:

“Employees on restricted duty limited to sedentary restrictions or lifting no more than 20 lbs. will not respond to emergencies or operate vehicles responding to emergencies or transporting patients to hospitals.”

The Union offered no examples of problematic situations in the past. The Township argues this is a solution without a problem. It argues also that this should be a medical decision, controlled, presumably by the firefighter’s physician.

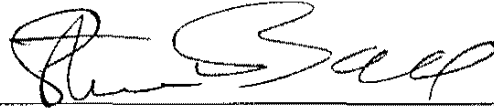
The conciliator agrees with the Township that no outright blanket prohibition on “emergency” activities should be implemented; at least not on the evidence presented. The Township’s offer is adopted

**ORDER**

The following final offers are ordered to be implemented:

1. Article 18 – Wages. The Union’s final offer, attached hereto, is Ordered;
2. Article 6.1 – Safety. The Township’s final offer, which is the language of the agreement expiring 12/31/10, is Ordered;
3. Article 6.4 – Safety. The Township’s final offer, which is the language of the agreement expiring 12/31/10 is Ordered;
4. Proposed Article 6.6. The Township’s final offer, which is not to create a new Article 6.6 is Ordered;
5. Article 6.5 – Staffing. The Union’s last offer, which is attached hereto, is Ordered;
6. Article 17 – Hours of Work and Overtime. The Township’s final offer, attached hereto, is Ordered;

7. Article 22 – Sick Leave. The Union’s final offer, a copy of which is attached hereto, is Ordered.

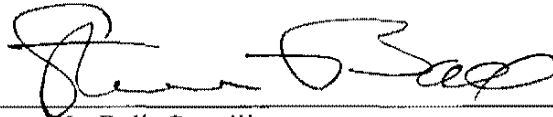


---

Steven L. Ball, Conciliator  
October 26, 2011

CERTIFICATE OF MAILING

I hereby certify that the Conciliation Report has been sent by email to Henry A. Arnett and Lawrence E. Barbieri, and the original Conciliation Report has been sent by ordinary U.S. mail, postage prepaid, to James R. Sprague, Interim General Counsel & Asst. Exec. Dir., State Employment Relations Board, 65 East State Street, 12th Floor, Columbus Ohio 43215-4213, on this 26th day of October, 2011.



---

Steven L. Ball, Conciliator

**IAFF LOCAL 3412 FINAL OFFER  
OCTOBER 6, 2011**

**ARTICLE 18  
WAGES**

**Section 18.1.** Rates of pay for bargaining unit personnel for the term of this Agreement shall be as follows: **See attached Pay Chart.**

~~The above listed salaries reflect that firefighter/EMT and Firefighter/Paramedic receives a two percent (2%) increase in the 1st year, 2% increase in the 2nd year and 3% increase through the end of the Contract. Lieutenants receive a two percent (2%) increase in the 1st year, 2% increase in the 2nd year and 3% increase through the end of the Contract. Captains receive a two percent (2%) increase in the 1st year, 2% increase in the 2nd year and 3% increase through the end of the Contract. This increase will be calculated using yearly salary. See attached Rates of Pay chart.~~

**The above listed salaries reflect that Firefighters/EMT: Step 1-4 receives a 1% raise the first year and a 1% raise in year 2 and a 1% raise in year 3 of the contract.**

**Firefighter/Paramedics: Step 1-4 receives a 1% raise the first year and a 1% raise in year 2 and a 1% raise in year 3 of the contract.**

**Lieutenants: Step 3-4 receives a 1% raise the first year and a 1% raise in year 2 and a 1% raise in year 3 of the contract.**

**Captains: receives a 1% raise the first year and a 1% raise in year 2 and a 1% raise in year 3 of the contract.**

**Section 18.2.** Employees hired prior to 2008 shall be placed at the respective pay range of the new Agreement. New hire employees start at Step 1, and advance through the steps on their anniversary of date of hire.

**Section 18.3.** The listing of annual salaries in Section 1 is not a guarantee of earnings. It is used as the basis for determining hourly rates of pay by dividing the annual rate by the number of base hours scheduled annually.

**Section 18.4.** An employee who is assigned to an acting Lieutenant status for a

period of 4 hours or more shall be compensated for this time to the closest quarter hour at a rate which is one grade higher than his/her current grade while serving in that capacity. The Employer maintains a management right to select Employees for the assignment to the role of acting Lieutenant. Employees will be selected from a list of eligible candidates by seniority within the shift to be filled. No firefighter/paramedic below the pay grade of Step 4 shall be considered for inclusion into the acting Lieutenant Candidate pool.

**ARTICLE 18  
PAY CHART**

**FF/EMT**

	2010	1% 2011	1% 2012	1% 2013
Step1	\$38,410.56	\$38,794.67	\$39,182.61	\$39,574.44
Step2	\$41,630.56	\$42,046.87	\$42,467.33	\$42,892.01
Step3	\$45,043.89	\$45,494.33	\$45,949.27	\$46,408.76
Step4	\$50,814.20	\$51,322.34	\$51,835.57	\$52,353.92

**FF/PARA**

		1%	1%	1%
Step1	\$47,157.23	\$47,628.80	\$48,105.09	\$48,586.14
Step2	\$50,856.85	\$51,365.42	\$51,879.07	\$52,397.86
Step3	\$54,914.15	\$55,463.29	\$56,017.92	\$56,578.10
Step4	\$60,877.91	\$61,486.69	\$62,101.56	\$62,722.57

**LT**

		1%	1%	1%
Step3	\$62,940.76	\$63,570.17	\$64,205.87	\$64,847.93
Step4	\$64,460.96	\$65,105.57	\$65,756.63	\$66,414.19



<b>CAPT</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>
	<b>\$70,420.50</b>	<b>\$71,124.71</b>	<b>\$71,835.95</b>
			<b>\$72,554.31</b>

The listing of annual salaries is not a guarantee of earnings. It is used as the basis for determining hourly rates of pay by dividing the annual rate of by the number of base hours scheduled annually.

**Section 6.5.** The Township recognizes that initial emergency scene operations are critical to the outcome of the event. Interior structural firefighting shall not be allowed until four (4) firefighters are present, unless there is a known immediate threat to life and the rescue can be effected safely. It is understood that this applies to a fire situation that is beyond the incipient stage. No fire station shall be manned by less than two (2) firefighters. Daily staffing will not fall below ~~15~~ 15+2 full time personnel.

---

## ARTICLE 17 HOURS OF WORK AND OVERTIME

**Section 17.1** The standard work period for continuous operation firefighters shall consist of two hundred twelve (212) hours in a consecutive twenty-eight (28) calendar day period. The standard work period for non-continuous operation personnel shall consist of one hundred sixty (160) hours in a consecutive twenty-eight (28) calendar day period. This is not a guarantee of hours or earnings per work period.

**Section 17.2** Overtime hours and hours employees work in excess of their regularly scheduled tour of duty shall be paid one and one-half (1-1/2) times the employee's rate of pay. An employee may elect to accept compensatory time in lieu of overtime pay. Compensatory time may be accumulated by an employee to a maximum of one hundred thirty-two (132) hours at any given time. Compensatory time off shall be scheduled and used at a time mutually agreed upon by the employee and the Fire Chief.

**Section 17.3** Off duty personnel called out to respond shall receive one (1) hour of work credit for each hour worked on a normal working day, and two (2) hours of work credit for each hour worked on a holiday.

**Section 17.4** Any employee who is required to attend court in performance of his duties shall be credited with not less than two (2) hours at the overtime rate, or the actual time spent, whichever is greater.

**Section 17.5** An employee who wishes to use compensatory time must submit a request for time off on the appropriate form provided by the department. This form must be submitted to the on-duty supervisor.

**Section 17.6** If an employee wishes to use compensatory time it must be taken in a minimum of four (4) hours per request. When compensatory time is used the request must be submitted to the on-duty supervisory at least seven (7) days prior to the twenty-four (24) hours shift day to be taken. Management shall return this request to the employee within three (3) days of receiving this request with either an approval or denial.

**Section 17.7** Shift trades shall be allowed when personnel are of equal classification. Shift trades must be turned in to the on-duty supervisor at least twenty-four (24) hours prior to the shift needing to be switched. It will be up to the two (2) employees involved to repay this time. Classification for the purposes of shift trades is as follows:

- (1) Firefighter/EMT – Firefighter/Paramedic
- (2) Lieutenants
- (3) Captains

**Section 17.8** An employee who has been authorized by the Fire Chief to participate in mutual aid response teams (e.g. Hazmat, I.M.A.T., C.I.S.M., U.S.A.R., S.W.A.T., etc.) shall be compensated by the Employer for all time worked when participating.



**Section 17.9** The standard work day for continuous operation employees covered under this Agreement shall be 24 hours. This shall be known as the employees' "tour of duty". The standard work period of continuous operation employees covered under this Agreement shall consist of a 28 day work period with a Kelly day off the shift that works 10 tours of duty during the 28 day work period. The continuous operation employee's standard number of hours worked annually will be 2756.

**IAFF LOCAL 3412 FINAL OFFER  
OCTOBER 6, 2011**

**ARTICLE 22  
SICK LEAVE**

**Section 22.1.** Employees shall accrue sick leave credit at the rate of twelve (12) hours for each completed month in active pay status (i.e., during paid vacation and sick leave). Sick leave is accumulative without limit.

**Section 22.2.** An employee may request sick leave for the following reasons:

(1) Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);

(2) Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

(3) Death of a member of the employees immediate family, as defined in this section;

(4) Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family. The employee will attempt to schedule appointments during non- work hours; and

(5) Pregnancy, childbirth, and/or related medical conditions.

For purposes of sick leave, immediate family shall include: spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, daughter-in-law, son-in-law, grandchild, grandparent, half-brother, half-sister, legal guardian, or other person who stands in place of a parent.

**Section 22.3.** Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

**Section 22.4.** Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working. Sick leave usage shall be charged in minimum units of one (1) hour increments for each hour of absence.

**Section 22.5.** Where an employee is unable to report to work due to illness or injury, he shall notify his Supervisor or designee at least thirty (30) minutes prior to his scheduled reporting time, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Supervisor.

**Section 22.6.** Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. Prior to the return to work, when the Supervisor has reasonable suspicion to question the legitimacy of the absence, the employee shall furnish a certificate from a licensed medical practitioner stating the nature of the illness, injury, treatment, and prognosis. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

**Section 22.7.** If medical attention is required, or the employee is absent for more than two (2) consecutive workdays, he may be requested to submit a certificate from a licensed physician stating the nature of the illness.

**Section 22.8.** An employee who retires from the Employer under PFDPF shall be entitled to convert accrued but unused sick leave pursuant to the following schedule:

Years of service With the Township	Percent conversion	Maximum Payment
10-14	50%	400 hours
15-19	50%	600 hours
20 or more	100%	<del>800</del> 720 hours

Sick leave conversion is available only for sick leave earned in Union Township employment.

**Section 22.9.** Any employee who is in active work status, and does not utilize any

of their sick leave, in a one hundred and twenty (120) day consecutive calendar day period, shall be entitled to twelve (12) paid personal hours off. This shall be requested and approved in the same manner as comp-time. The one hundred and twenty (120) day consecutive calendar begins the first day following the last incident of sick leave usage and ends one hundred and twenty (120) days later. This time shall be considered hours worked. Paid personal days off must be taken within one (1) year, or the day shall be paid to the employee.

BALL & TANOURY  
ATTORNEYS AT LAW  
1010 OLD HENDERSON RD., SUITE 1  
COLUMBUS, OHIO 43220-3776

STEVEN L. BALL sball@balltanourylaw.com  
JOHN L. TANOURY jtanoury@balltanourylaw.com

614/447-8550  
614/447-1698  
FAX: 614/447-1673

October 26, 2011

Mr. James R. Sprague  
Interim General Counsel & Asst. Exec. Dir.  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

2011 OCT 31 P 4: 34  
STATE EMPLOYMENT  
RELATIONS BOARD

**Re: Union Township Professional Firefighters Local 3412 and  
Union Township Trustees  
Case No. 10-MED-10-1634**

Dear Mr. Sprague:

Enclosed is the original Conciliation Report in the above matter.

Sincerely,

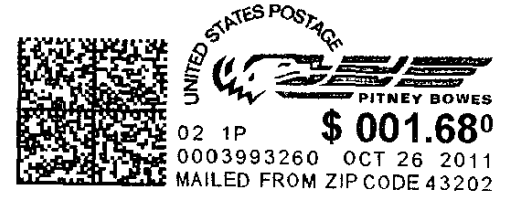


Steven L. Ball

SLB/kb

Enclosure





BALL & TANOURY  
ATTORNEYS AT LAW  
1010 OLD HENDERSON RD., SUITE 1  
COLUMBUS, OHIO 43220-3776

TO:

Mr. James R. Sprague  
Interim General Counsel & Asst. Exec. Dir.  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

FIRST CLASS MAIL