

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

STATE EMPLOYMENT  
RELATIONS BOARD

2001 SEP 20 A 10: 51

September 15, 2001

In the Matter of: )  
)  
The Ohio Patrolmen's )  
Benevolent Association, Union )  
)  
and )  
)  
The City of Warren, Employer )

Case No. 00-MED-10-1200

Fact Finder: Bernadette Marczely, Esq.

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**FACT FINDER'S REPORT**

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**APPEARANCES**

**FOR THE UNION:**

Joseph Kistler.....OPBA Steward  
Manny Nites.....OPBA Steward  
S. Randall Weltman..OPBA Attorney

**FOR THE CITY OF WARREN:**

Gary C. Cicero.....Director of Human Resources  
Brian M. Massucci...Personnel Supervisor

## **BACKGROUND**

This Fact Finding involves the City of Warren and Ohio Patrolmen's Benevolent Association [OPBA]. The bargaining unit consists of all Full-Time Police Patrolmen working for the City of Warren. There are approximately forty-two members in the bargaining unit. This bargaining unit is separate from the bargaining unit of Full-Time Police Sergeants and Lieutenants, the Ranking Officers.

This is the third time the City and the OPBA have collectively bargained. Their first agreement, a product of fact finding and conciliation covered the period from January 1, 1997 through December 31, 1999. Toward the end of this first agreement, the City found itself in financial difficulties which resulted in the layoff of nineteen (19) police patrolmen. As a result of the City's financial condition and in an effort to pass an income tax increase, the OPBA entered into a successor agreement covering only the year 2000, and accepted a one (1) year freeze on all of the contract's economic terms. This second collectively bargained agreement addressing non-economic terms was settled during a fact-finding hearing. This second contract expired on December 31, 2000, and the OPBA requested opening negotiations for a three (3) year agreement covering the term of January 1, 2001, through December 31, 2003. By mutual agreement, the parties agreed to delay their negotiations until after the income tax increase election was held in May, 2001. As a result of that election, the city raised its income tax rate thereby generating substantial new revenues.

During the Summer of 2001, the parties met on several occasions to negotiate. They resolved many non-economic issues, but when economic issues were presented the City made initial offers thereafter refusing to change these initial positions. In response, the OPBA declared an impasse and proceeded to fact finding on eighteen unresolved issues. In the end, seventeen issues were submitted to fact finding.

It should also be noted that the City and the OPBA have previously stipulated that a group of fourteen (14) municipalities constitute the "*comparable jurisdictions*" contemplated by the law. These comparable cities have populations, organizational structures, and city police departments with manpower levels strikingly similar to Warren's.

The Fact Finding Hearing was conducted on Wednesday, September 5, 2001, at the Community Service Building, Second Floor, 418 South Main Avenue, Warren, Ohio 44481. The Hearing began at 10:00 A.M. and ended at 2:30 P.M. The Fact Finder wishes to commend both parties for their preparation, and for the exemplary degree of professionalism and courtesy they exercised throughout the Fact Finding process.

In keeping with Rule 4117-9-05, the Fact Finder relied on the following criteria in making the recommendations included in this report:

- (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.



*compensation, the retirement of public employees, residency requirements, the minimum educational requirements contained in the Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to section 5705.41 of the Revised Code, and the minimum standards promulgated by the state board of education pursuant to division (D) of section 3301.07 of the Revised Code prevail over conflicting provisions of agreements between employee organizations and public employers.*

The City argues that the Union's proposal would take jurisdiction away from the Bureau of Workers' Compensation. However, the Workers' Compensation law provides that:

*An employee may be entitled to compensation upon incurring an injury, whether accidental or not, received in the course of, and arising out of, the injured employee's employment [RC §4123.01(C)]. Furthermore, if an employee suffers an injury in the course of, and arising out of, his employment and that injury results in his death, his dependents may be entitled to compensation [RC §§ 4123.59 and 4123.60].*

*Recovery for work-related injuries is generally limited to the benefits provided by the workers' compensation system unless the employee can show that the employer has committed an "intentional tort," and the line between an intentional tort and mere negligence is often difficult to discern [See, e.g., Fyffe v. Jeno's Inc., 570 NE2d 1108(1991) and cases cited therein].*

The additional language suggested by the Union does not override an employee's entitlement to workers' compensation upon incurring an injury, whether accidental or not, received in the course of, and arising out of, the injured employee's employment, and it does not override the rights of the employee's dependents to compensation if the injury results in death. Nor does it take away the jurisdiction of the Bureau of Workers' compensation in deciding when and how much recovery for work related injuries is appropriate. The Union's suggested addition to the contract merely provides a mechanism for employees and the City to recognize unsafe working conditions and to preempt injury by addressing the need for safe working conditions for all employees, vehicles and equipment furnished by the City before injury occurs. The suggested addition to the contract would use the grievance process as a mechanism for recognizing and resolving safety concerns, thereby preventing serious injury or death in the course of employment.

### **FINDING OF FACT AND SUGGESTED LANGUAGE:**

The Union's proposed language should be adopted as Section 3 of Article 8 of the contract:

#### **ADD: SECTION 3: HEALTH AND SAFETY:**

**A. The City shall maintain safe working conditions for all employees, vehicles and equipment furnished by the City to carry out the duties of the bargaining unit position. Employees shall report all unsafe working conditions to the City.**



assignment until all available (i.e., not on workers' compensation, vacation, sick leave, etc.) patrol officers have been assigned at least once. When the Police Chief determines an emergency exists where schedules need changed, there shall be at least a telephone conference between the Chief or his designee, the Director of Human Resources and an OPBA Representative prior to rescheduling any officer(s) to establish the circumstances of what is the emergency.

In the event an officer is removed from a special assignment who had not previously bid on one of the existing slots, he/she will be permitted to choose which schedule he/she wishes to work until the next bidding period. Officers within the emergency services division that mutually agree to switch their shift and days off, must request permission, in writing, to the Police Chief for approval. Changes must not be for less than a thirty (30) day period.

**UNION'S POSITION:**

**SECTION 7: SHIFT PREFERENCE:**

Modify to allow "pure" bidding for at least two (2) Court Security positions; Add that: It shall be the officer's responsibility to keep abreast of his or her position in the bidding process.

**ADD:**

In the absence of one or both court security officer(s), the position shall be filled based upon the ESD Overtime Equalization clause. When occasion arises that the Warren Municipal Court is closed, due to a recognized holiday, the court security officers shall be given the option of working the holiday or taking the holiday off. The time-off shall be deducted from the officer's holiday bank time. However, if one or both court security officer(s) wish to work the holiday, the officer(s) shall be assigned court duties, such as the serving of arrest warrants or court issued capiases. The officer(s) could be utilized for ESD calls for service similar to that afforded the TMHA officer(s), and/or ESD overtime opportunities.

**ADD:**

**SECTION 8: MINIMUM STAFFING**

There shall be no less than eight (8) Emergency Service Division patrolmen on every shift.

**CITY'S POSITION:**

Allowing TMHA officers to bid violates the Contract between the City of Warren and TMHA funding their employment. The City wishes to allow the Municipal Court Judges to determine how to secure the Municipal Court. The City agrees that the officer(s) could be utilized for ESD calls for service and/or ESD overtime opportunities, however, the City rejects the Union's proposal that court security officers bid on their positions with no opportunity for Municipal Court Judge overrule in the bidding process. The City also rejects the Union's proposal that court security officers be given the option of working on holidays serving arrest warrants or court issued capiases.

With respect to the Union's proposal for minimum staffing, the City cites ORC Section 4117.08(C) which states that:

*Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to: (C)(6) Determine the adequacy of the work force.*

The City does not agree to negotiate away this right.

**DISCUSSION:**

The OPBA's proposals allowing "pure" bidding for TMHA and Court Security positions are based on the unit's belief that there should be equitable procedures for all Officers. The City notes that by virtue of the contract that funds their employment, TMHA officers cannot bid on their positions, and that allowing Court Security Officers bidding rights would countermand the ability of the Municipal Court judges to secure and run courtrooms as they see fit. The COPS division was not discussed.

The OPBA also seeks to require the City to replace absent Court Security Officers by calling in officers on overtime from the ESD (Patrol Division) rather than pulling working officers from the Patrol Division. The OPBA maintains that the City's current practice of robbing the Patrol Division to replace absent Court Security Officers leaves the already short Road Patrol even shorter. This practice takes patrol officers from neighborhoods and problems with which they are familiar, and leaves jobs in progress incomplete.

The OPBA's proposal regarding replacement of Court Security Officers with off-duty Patrol Division Officers is linked to the need for a minimum number of ESD Patrolmen. The Union offers Union Exhibit 1, Chief Timko's own March 2000 study analyzing Warren Police manpower, staffing, scheduling and calls for service with respect to future department needs as evidence supporting the need for its proposed minimum staffing clause. The City responds by invoking its management right to "determine the adequacy of the work force" established by ORC Section 4117.08(C).

The OPBA further proposes that when the occasion arises that the Warren Municipal Court is closed, due to a recognized holiday, the court security officers shall be given the option of working the holiday or taking the holiday off. The time-off shall be deducted from the officer's holiday bank time. However, if one or both court security officer(s) wish to work the holiday, the officer(s) shall be assigned court duties, such as the serving of arrest warrants or court issued capiases. The officer(s) could be utilized for ESD calls for service similar to that afforded the TMHA officer(s), and/or ESD overtime opportunities. The City offered no opposing argument to this proposal.

**FINDINGS OF FACT AND SUGGESTED LANGUAGE:**

**SHIFT PREFERENCE:**

**For the sake of equity, Court Security Officers should have "pure" bidding rights, and positions should be filled based upon the ESD Overtime Equalization clause.** Deference to discretion of Municipal Judges in securing their courtrooms should not override the need for contractual equity. However, Mr. Massucci, the City's Director of Human Resources, testified that bidding for TMHA

positions was prohibited by the contract the City signed to fund these positions. Therefore, ***TMHA positions cannot bid***. To allow “pure” bidding for TMHA positions, would essentially breach an existing City contract for funding the TMHA program and possibly eliminate the program by loss of funding.

In the interest of public safety and Patrol efficiency, working Patrol Division Officers should not be pulled from their assignments to replace absent Court Security Officers. The City’s practice of moving Patrol Division Officers from their assigned positions in neighborhoods in order to avoid paying overtime by calling in officers from the ESD (Patrol Division) not on duty, is a dangerous exercise in shortchanging public safety in those neighborhoods. Testimony showed that the Warren community accepted an income tax increase on the understanding that this increased funding would be used to insure its safety services. ***The City shall replace absent Court Security Officers by calling in off-duty officers for overtime from the ESD (Patrol Division) rather than pulling working officers from the working Patrol Division.***

#### **SECTION 8: MINIMUM STAFFING:**

While ORC Section 4117.08(C) preserves the City’s right to determine the adequacy of its work force, the City must bargain the “effect” that this determination may have on wages, hours, and terms and conditions of employment. As noted in the last paragraph of 4117.08(C):

*The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.*

In *SERB v. Youngstown City School District Board of Education* [SERB 95-010] SERB enunciated a balancing test to be used in determining whether the effect of a management right decision was a mandatory subject of bargaining. The factors to be weighed in this balancing test are: (1) the extent to which the subject is logically and reasonably related to wages, hours, terms and other conditions of employment; (2) the extent to which the employer’s obligation to negotiate may significantly abridge its freedom to exercise those managerial prerogatives set forth and anticipated in RC Section 4117.08(C), including an examination of the type of employer involved and whether inherent discretion on the matter at issue is necessary to achieve the employer’s essential mission and obligations to the general public; and (3) the extent to which the mediatory influence of collective bargaining and, when necessary, any impasse resolution mechanisms available to the parties, are appropriate means of resolving conflicts over the subject matter.

Applying this balancing test to the case at hand, leads the fact finder to conclude that minimum staffing is a mandatory negotiable issue for the OPBA and the City of Warren for these reasons:

(1) Minimum staffing is inextricably related to the issues of bidding, overtime, assignments, and safety, i.e., conditions of employment. If the City’s safety forces are understaffed as the Chief’s own study [Union Exh. 1] implies, this will have a decided impact on the both hours and conditions of

employment, two mandatory bargaining items.

(2) The City's obligation to negotiate minimum staffing does not significantly abridge its freedom to exercise the managerial prerogatives anticipated in RC 4117.08(C). Rather, it obligates the City to justify its minimum staffing decisions in light of its own research, practice, and the documented needs of the City of Warren [Union Exh. 1].

(3) The parties have chosen fact finding as a successful impasse resolution mechanism for resolving conflicts over contractual subject matter in their last three contracts.

**FINDINGS OF FACT AND SUGGESTED LANGUAGE:**

In light of these findings, minimum staffing is a negotiable item, and, in light of Union Exh. 1, the Chief's own analysis of staffing needs, it is held that **there should be no less than eight (8) Emergency Service Division patrolmen working on every shift.**

**SECTION 7: SHIFT PREFERENCE:**

**ADD:**

When the occasion arises that the Warren Municipal Court is closed, due to a recognized holiday, the court security officers shall be given the option of working the holiday or taking the holiday off. The time-off shall be deducted from the officer's holiday bank time. However, if one or both court security officer(s) wish to work the holiday, the officer(s) shall be assigned court duties, such as the serving of arrest warrants or court issued capiases. The officer(s) can be used for ESD calls, and/or ESD overtime opportunities.

In both the fact finder's notes and in the City's pre- and post-hearing briefs, no opposition to this proposal was offered. At the hearing, on the other hand, the Union presented a formidable and logical argument for including this clause in the contract, citing the need to serve arrest warrants and court issued capiases that was often precluded by inadequate time and staffing in the Court Security segment of the force. With this in mind, it is recommended that the Union's proposal prevail:

**When occasion arises that the Warren Municipal Court is closed, due to a recognized holiday, the court security officers shall be given the option of working the holiday or taking the holiday off. The time-off shall be deducted from the officer's holiday bank time. However, if one or both court security officer(s) wish to work the holiday, the officer(s) shall be assigned court duties, such as the serving of arrest warrants or court issued capiases. The officer(s) could be utilized for ESD calls for service similar to that afforded the TMHA officer(s), and/or ESD overtime opportunities.**



**SECTION 8: HAZARDOUS DUTY PAY:**

Each officer shall be paid hazardous duty pay of \$15.39 each biweekly pay period.



**UNION'S POSITION:**

**SECTION 1: WAGES:**

Increase the current hourly rates by 4-1/2% on January 1 of 2001, 2002, 2003.

**SECTION 5: LONGEVITY**

Effective January 1, 2001 - Increase to \$3.75 per bi-weekly pay period for each full year of service.

**SECTION 6: SHIFT DIFFERENTIALS:**

Increase to eighty-five cents (\$.85) and ninety-five cents (\$.95) per hour respectively.

**SECTION 8: HAZARDOUS DUTY PAY:**

Increase to \$22.39 each bi-weekly pay period.

**ADD:**

**SECTION 13: PENSION:**

The City shall continue to make pension contributions as may be required by the appropriate state pension system. In addition, effective January 1, 2001, the City shall pay an amount equal to five (5) percent of the employee's gross wage, each pay period, to the appropriate state pension system (i.e., five (5) percent of the employees mandated total contribution).

Effective January 1, 2002, the employer shall pay an additional five (5) percent of the employee's gross wage, each pay period, to the appropriate state pension system, (i.e., total of ten (10) percent of the employee's mandated total contribution).



**CITY'S POSITION:**

**SECTION 1: WAGES**

The City offers wage increases of 4% in 2001, 4% in 2002, and 3% in 2003.

**SECTION 3: ROLL CALL:**

The guaranteed Roll Call should be eliminated.

**SECTION 5: LONGEVITY:**

The Longevity benefit should remain the same.

**SECTION 6: SHIFT DIFFERENTIAL:**

The Shift Differential should remain the same.

**SECTION 8: HAZARDOUS DUTY PAY:**

Hazardous Duty Pay should be eliminated.

**NEW SECTION 13: PENSION:**

The City does not wish to bargain over pension.



**DISCUSSION:**

**WAGES:**

In support of its position the Union offers the 1997 report of Fact Finder George W. Van Pelt. In that report Mr. Van Pelt recommends that Warren patrol officers receive increases of 5% in each of the three years covered by the contract because:

*Evidence indicates the wages and certain benefits provided police officers in the City of Warren to be substantially below that of comparable communities.*

Mr. Van Pelt's recommendations were an attempt "to begin equalizing these inequities," from 1997 through 1999. This contract was ultimately settled through conciliation, and Conciliator James Mancini notes in his discussion of *Wages* on page 17 of that report that:

*The wage comparison shows that police officers employed by the City of Warren are compensated a full 13% below police officers in other similar jurisdictions.*

As noted at the bottom of page 20 of this conciliation report, Mr. Mancini agreed with the Fact Finder's determination that the Union's proposal for raises of 15% over the life of the contract were warranted in order to bring the Warren police officers' wages up to the average level of pay for police in comparable jurisdictions.

That being said, in the year 2000, the OPBA, reacting to the City's fiscal crisis, agreed to an economic freeze while providing resources and manpower to assist the City in three (3) separate campaigns to increase the income tax rate. That income tax campaign succeeded in May of 2001, and the Union maintains that revenue from this increase in the income tax rate was specifically earmarked for the City's safety forces.

As a result of the year 2000 freeze, the OPBA has offered evidence that the Warren police officers presently earn 13.7% less than police officers in the thirteen (13) comparable communities stipulated to by both parties. In an effort to once again catch up to the average incomes earned by police officers in comparable communities, the Union seeks a 4-1/2% increase in the current hourly rates on January 1 of the years 2001, 2002 and 2003.

The City maintains that its offer of 4% in 2001, 4% in 2002, and 3% in 2003 is sufficient considering the wage increases given to other City of Warren employees and other Ohio State Police Officers. To support its proposal, the City offers a percentage increase comparison of fourteen comparable districts [City Exh. 3] showing that most comparable cities granted wage increase of less than 4% over the three year period in question. The City also argues that its offer is in line with the increases it has given other bargaining units [City Exh. 4].

The parties' collective bargaining history, i.e., its earlier fact finding and conciliation reports [Union Exhs. 3 and 4] clearly recognize that Warren police officers were inadequately paid when compared with police officers in comparable districts. The 1997 through 1999 contract was designed to address this inequity. Unfortunately, the year 2000 salary freeze in police wages once again placed Warren police officers at a disadvantage before they had an opportunity to catch up to comparable cities, resulting in present wages 13.7% below the average wages of the stipulated comparable districts [Union Exh. 9]. The City argues that comparable cities have routinely offered wage increases of 4% or less [City Exh. 3], however the City fails to recognize that these increases in comparable cities are premised on existing higher base pay scales unaffected by voluntary wage freezes. Warren police officers, in accepting a pay freeze in the year 2000, once again fell economically behind police officers in the agreed upon comparable communities.

The City's argument that a wage increase of 4% in 2001, 4% in 2002, and 3% in 2003 fits the pattern of wage increases it has adopted with other City bargaining units ignores the fact that no evidence was presented that other City bargaining units agreed to a wage freeze during the City's financial crisis in the year 2000, or lost 19 members to layoff during the City's 2000 financial crisis. Other bargaining units therefore did not lose the same ground economically as Warren's police force during the year 2000.

In addition, the City's offer of a wage increase of 4% in 2001, 4% in 2002, and 3% in 2003, is at odds with SERB's Quarterly comparison of public sector wage adjustments [Union Exh. 8] which shows that in 1999, the year of the OPBA's voluntary freeze, Police received 4.25% average wage adjustments statewide.

**FINDING OF FACT AND SUGGESTED LANGUAGE:**

Warren Police Officers are inadequately paid. Wage increases beyond those given to other city employees are justified in order to make up for wages lost during the voluntary freeze of the year 2000, and to bring the wages of Warren police officers more in line with the wages of police in comparable cities. The City's proposal of an 11% increase in wages over three years falls short of the need to adequately and expediently address this problem. Therefore, it is recommended that the members of the OPBA receive a 13.5% increase in wages over three years.

**SECTION 1: WAGES:**

**Current hourly rates will be increased by four and one-half percent (4 1/2%) on January 1 of 2001, 2002, and 2003.**











leave and the accumulation of sick leave shall not be limited.

Each member of the bargaining unit hired on January 1, 1986, or thereafter who has at least ten (10) years of service with the City shall accumulate sick leave with pay at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

**UNION'S POSITION:**

Modify the accumulation rate as follows:

Each member of the bargaining unit hired after January 1, 1996, or thereafter for the first five (5) years of employment shall accumulate sick leave with pay at the rate of three and one half (3.5) hours for each completed eighty (80) including all City paid leave and the accumulation of sick leave shall not be limited and thereafter shall accumulate sick leave at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

**CITY'S POSITION:**

Current contract language provides the same or more than all other City bargaining units receive. Therefore the City offers the status quo.

**DISCUSSION:**

Neither the City nor the Union address Article 18 - Sick Leave in their post-hearing briefs, and notes taken at the Fact Finding hearing indicate this issue was settled. The City proposed to keep all units, with the exception of the Rank Officers, equal with respect to Sick Leave accumulation. Essentially, beginning January 1, 2002, bargaining unit members with five years or less service would accumulate sick leave with pay at the rate of three and one-half hours (3.5), while those with more than five years of service would accumulate sick leave at the four and six-tenths (4.6) rate.

**FINDINGS OF FACT AND SUGGESTED LANGUAGE:**

**ARTICLE 18 - SICK LEAVE:**

**SECTION 1: Effective January 1, 2002, each member of the bargaining unit with five (5) or less years of employment with the City shall accumulate sick leave with pay at the rate of three and one-half (3.5) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.**

**Effective January 1, 2002, each member of the bargaining unit with more than five (5) years of employment with the City shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.**



**UNION'S POSITION:****ADD: OVERTIME FOR ON THE JOB INJURIES:**

If an officer is injured while in the course of regular duty and is transported or transports him or herself to a hospital, the officer(s) shall be entitled to overtime. The officer(s) shall be compensated for any medical care administered immediately after their shift has ended. The maximum compensation for medical treatment, after an officer(s) shift has ended, shall not exceed three (3) hours, to be paid in accordance with existing overtime procedures.

**CITY'S POSITION:**

This Union proposal goes against all standard practices, and violates Workers' Compensation temporary total laws. The current benefit is sufficient.

**DISCUSSION:**

At the hearing, the Union made a strong case for its proposed addition, giving examples of officers injured at the end of their working days, who are forced to tend to their injuries and file needed follow-up reports on their own time and without pay. The City, on the other hand, offered no clear cite to the law to corroborate their contention that allowing for a maximum three (3) hours of overtime in this unique situation would violate Workers' Compensation temporary total laws.

**FINDINGS OF FACT AND SUGGESTED LANGUAGE:**

Employee's injured in the course of employment are reimbursed by Workers' Compensation for lost wages and medical expenses resulting from injuries incurred in the course of employment. That is, officers who lose days of work due to their injuries would receive Workers' Compensation benefits for loss of wages. They would not, however, be reimbursed for time spent after the working day has ended, i.e., overtime spent in treating injuries and filing follow-up reports. The following language should be incorporated into the contract to address this issue while at the same time guarding against claim abuse:

**If an officer is injured in the course of regular duty, and is transported or transports him or herself to a hospital during the course of the officer's regular working day, the officer will be eligible for Worker's Compensation applicable benefits [i.e., medical treatment and lost wages] by following established procedures for reporting his/her injury. If, however, an officer is injured at the end of his/her working day, and is transported or transports him or herself to a hospital after the officer's working day has ended, the officer will be eligible under Workers' Compensation for medical treatment for injuries incurred in the course of employment, and for up to and including a maximum of three hours of overtime pay, not reimbursed under Workers' Compensation, to compensate the officer for off-duty time spent in attending to injuries incurred and filing all applicable reports.**





Ohio State Police Officers receive [Exh. 18]. City Exhibit 17, comparing Life Insurance in the provided by the external comparables, however, shows that six (6) of the fourteen comparables have Life Insurance benefits in excess of \$20,000. The Union, on the other hand, argues that police work is more hazardous, and insurance provisions should reflect this increased risk of death or injury.

**FINDINGS OF FACT AND SUGGESTION LANGUAGE:**

Police work is different and more dangerous than the work of employees in the City's other bargaining units, and the cost of increasing this benefit is relatively minor. Therefore it is recommended that the Union's proposal be adopted in the new contract:

**Life insurance benefits for police officers covered under this Labor Contract will be as follows:**

**Life Insurance**  
**\$50,000.**

**Accidental Death and Dismemberment Insurance**  
**\$50,000.**



**ARTICLE 35: TIME CLOCK POLICY:**



The Fact Finder's notes indicate that this matter was resolved by the parties at the hearing. The City argued that it should be able to use its time clock for payroll purposes, and the Union ultimately agreed. Therefore **the current language on this issue should be retained.**