



## **I. PROCEDURAL BACKGROUND**

This matter came on for hearing on March 11, 2003, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14©(3), and Ohio Admin. Code Section 4117-9-05, on November 29, 2002. The parties mutually agreed to extend the statutory deadline for issuance of the fact-finder's report and recommendation to and including April 7, 2003.

The hearing was conducted between the City of Twinsburg ("Employer" or "City"), and the Ohio Patrolmen's Benevolent Association ("Union" or "OPBA"), at the Twinsburg City Hall, Twinsburg, Ohio. The parties met several times prior to the fact-finding hearing in an effort to resolve their differences. Despite such efforts at multi-unit bargaining, the parties remained unable to resolve a number of issues prior to commencement of the fact-finding hearing. During the fact-finding hearing, the parties, together with the assistance of the fact-finder, engaged in earnest negotiations directed toward possible settlement of the unresolved issues.

After considerable efforts at negotiation and mediation, the parties reached a tentative agreement on the outstanding issues as set forth in Attachment "A." The fact-finder, upon consideration of the parties' respective positions, finds the agreement to be fair, reasonable and in accordance with the applicable statutory criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). The fact-finder incorporates by reference into this Report and Recommendations all tentative agreements between the parties relative to the current negotiations for successor collective bargaining agreements, specifically including any tentative agreements entered into prior to the fact-finding hearing unless altered or modified by Attachment "A."

**II. FINDINGS OF FACT AND FINAL RECOMMENDATION**

It is the fact-finder's finding and final recommendation that the agreement by and between the Employer and Union, appended hereto as Attachment "A," with exhibits attached, shall be implemented as a full and final settlement of all disputed issues between the parties.

  
\_\_\_\_\_  
JONATHAN I. KLEIN, FACT-FINDER

Dated: April 7, 2003

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact-Finding Report and Recommendations were served upon Richard P. Gortz, Gortz & Associates, Inc., 24100 Chagrin Boulevard, Suite 260, Beachwood, Ohio 44122; S. Randall Weltman, Esq., Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co., L.P.A., The Halle Building - Ninth Floor, 1228 Euclid Avenue, Cleveland, Ohio, 44115; and upon Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215-4213, each by express mail, sufficient postage prepaid, this 7<sup>th</sup> day of April 2003.

  
\_\_\_\_\_  
JONATHAN I. KLEIN, FACT-FINDER

**SETTLEMENT AGREEMENT**

This agreement is made and entered into at Twinsburg, Ohio, this 7th day of April, 2003, by and between the City of Twinsburg ("Employer" or "City"), and the Ohio Patrolmen's Benevolent Association (hereinafter "Union" or "OPBA"), as the result of a fact-finding hearing and related negotiations conducted on March 11, 2003. Based upon the parties' mutual desire to resolve all disputed issues between them arising out of SERB Case Nos. 02-MED-10-1005 (Patrolmen) and 02-MED-10-1006 (Sergeants), it is hereby agreed, as follows:

**Issue 1. Article 13 - Holidays**

The following contract language shall be added to Article 13, Section 1:

Employees are credited with holidays on January 1 of each year, but are not earned until the actual holiday occurs. Employees may "borrow" the time off if used prior to the time the actual holiday occurs. Employees who have "borrowed" holiday time and leave employment with the City prior to the holiday occurring must repay the City for the time taken but not earned. Employees who become a member of the bargaining unit during the year are credited with holidays which are yet to occur in the year.

Section 2 of Article 13 shall be modified to provide an additional two holidays in each year of the agreement, which holidays, if worked, shall be paid at time and one-half and eight hours of holiday time. Section 2 shall now read, as follows:

When a holiday is observed, each employee will be granted an additional day (eight hours) of holiday time, regardless of whether they are required to work on the holiday, whether it may be their regularly scheduled day off or if the holiday falls upon vacation absence. An employee may elect to be paid for eight hours of straight time in lieu of electing to take compensatory time off. However, all employees who actually worked a shift during which a majority of hours fall on one of

the following holidays, New Years Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, shall be paid time and a half for all hours worked on that holiday and shall be granted eight (8) hours of holiday time.

Effective for the first year of this agreement all employees who actually work a shift during which a majority of hours falls on two additional holidays, Independence Day and Labor Day, shall be paid time and a half for all hours worked on those holidays, and shall be granted eight hours of holiday time. The same compensation shall apply to the second year of this agreement, including two additional holidays, Memorial Day and Veteran's Day, as well as to the third year of this agreement when the holidays of President's Day and Martin Luther King Day shall be added for a total of eleven (11) holidays.

The first sentence of the second paragraph in Section 3 is modified to read, as follows:

Holiday time may be taken in fifteen (15) minute increments with approval of the immediate supervisor.

Section 5 of Article 13 of the Sergeants collective bargaining agreement shall be amended to include three additional holidays, New Year's Day, Labor Day and Memorial Day, when employees in the Detective Bureau will be permitted to voluntarily work at the applicable straight time rate of pay.

**Issue 2. Article 20 - Insurance**

The medical insurance to be provided the members of the bargaining unit shall maintain the three-tier prescription plan for generic, brand and non-formulary drugs currently in effect. The City's proposed language for Article 20<sup>1</sup> shall be incorporated into the collective bargaining agreement with the following modifications. Commencing with

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1. (See, Attachment 1).

the 2004-2005 plan year, the City shall pay the same dollar amount for single and family coverage as it paid in the 2003-2004 plan year, together with the first five (5) percent of any premium increase. Any premium increase in excess of the five (5) percent shall be shared equally between the City and individual employees, through payroll deduction, to a maximum cost to employees of twenty dollars (\$20) per month.

Commencing with the 2005-2006 plan year, the City shall pay the same dollar amount for single and family coverage as it paid in the 2004-2005 plan year, together with the first five (5) percent of any premium increase. Any premium increase in excess of the five (5) percent shall be shared equally between the City and individual employees, through payroll deduction, to a maximum cost to employees of thirty dollars (\$30) per month.

**New:** A new Section 10 shall be added to Article 20 providing for the establishment of an insurance cost containment committee. The committee's members shall consist of one representative from every union within the City which desires to participate, and the committee shall be empowered to seek ways to implement cost containment measures and to issue recommendations. The insurance cost containment committee shall be advisory in nature and without authority to impose its recommendations upon the members of the committee, but shall be afforded the most greatest consideration in the selection of insurance carriers, including self insurance, and the level of benefits subject to negotiations.

**Issue 3. Article 21 - Longevity**

The Employer's proposal on longevity, together with the deletion of the current language contained in Article 21, Section 2, shall be included in the new collective bargaining agreement. (Exhibit 2).

**Issue 4. Article 22 - Wages**

a. Effective January 1, 2003, all employees in each bargaining unit shall receive a four percent (4%) wage increase. Effective January 1, 2004, all employees in each bargaining unit shall receive a four percent (4%) wage increase. Effective January 1, 2005, all employees in each bargaining unit shall receive a three percent (3%) wage increase. No reopener on wages, including rank differential, shall be incorporated into the new agreement.

b. Section 4 of Article 22 shall be deleted from the new collective bargaining agreements.

c. Article 22, Section 6 of the current agreement shall be renumbered and modified to provide a total of \$2.00 per hour to an employee performing the duties of an Officer-in-Charge, and \$1.00 per hour for all hours an employee is assigned as a FTO.

**Issue 5. Article 25 - Miscellaneous**

Article 25 shall contain the following section: "Effective June 1, 2003, each employee in the bargaining unit shall be granted an individual membership in the City's Fitness Center."

**Issue 6. Article 39 - Hiring and Promotion**

The current contract language shall be maintained in the new collective bargaining agreement with the following modification and addition:

Section 5. All employees shall live within thirty-five (35) miles of the City limits.

Section 6. Text and reference materials that may be used for studying purposes will be given to or made available to each employee taking the exam a minimum of sixty (60) calendar days prior to the examination.

**Issue 7. Article 41 - Manpower and Staffing**

Section 1 of this article shall be modified to read, as follows:

All transporting of prisoners will be done with a minimum of two police officers, except when transporting to or from the adjoining communities of Twinsburg Township, Solon, Macedonia, Oakwood, Reminderville and Glen Willow Village in which case one officer may transport. In the event the transport vehicle fails to possess a prisoner cage, a minimum of two police officers shall transport regardless of whether the transport takes place with an adjoining or nonadjoining community.

**Issue 8. Side Agreements**

The following side agreements shall be considered in full force and effect for the duration of the collective bargaining agreement: 1) The Kronos Time Keeping System agreement, undated. (Exhibit 3); 2) The Piotrowski Letter Agreement, dated May 4, 1998. (Exhibit 4); 3) The Compensatory Time Memorandum of Understanding, dated July 21, 1998. (Exhibit 5); and 4) The Training Travel Time Agreement, undated. (Exhibit 6).

Approved on behalf of the Ohio  
Patrolmen's Benevolent Association:

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S. Randall Weltman

Approved on behalf of the  
City of Twinsburg:

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Richard P. Gortz

**City of Twinsburg  
Proposal to  
OPBA Patrol and Sergeants Units**

Fact Finding

**Replace current article with:**

**ARTICLE 20  
INSURANCE**

Section 1. Effective March 1, 2003, the employer shall offer to eligible employees, Medical Mutual Super-Med Plus at no cost to the employee. Employees may select single or family coverage, based upon their eligibility for the plan. Vision and dental care shall also be provided at no cost to the employee.

Section 2. The employer shall pay 100% of the premium for the Hospital/Medical/Prescription plan during Plan Year 2003-2004. Starting with Plan Year 2004-2005, the employer shall pay up to the same dollar amount for single and family coverage as the employer paid in plan year 2003-2004. Any additional cost for the plan shall be shared equally between the employer and individual employees, through payroll deduction, to a maximum cost to employees of one hundred dollars (\$100) per month for family coverage, and a pro-rata amount for single coverage.

Section 3. In plan year 2005-2006, the Employer shall pay up to the same dollar amount for single and family coverage as the employer paid in Plan Year 2004-2005. Any additional cost for the plan shall be shared equally between the employer and individual employees, through payroll deduction, to a maximum cost to employees of one hundred dollars (\$150) per month for family coverage, and a pro-rata amount for single coverage.

Section 4. The employer shall pay 100% of Vision and Dental coverage for the duration of this agreement.

Section 5. For purposes of this health care insurance, the employee's immediate family shall include: his/her spouse and all unmarried dependent children to age twenty-three. Additional persons may be added provided no additional costs are incurred by the Employer over and above "standard" family rates and to the extent permitted by the carrier.

Section 6. The Employer may substitute carriers (including self insurance) for the present carriers, but may not substantially change the level of benefits without first negotiating such change with the Union. Any substitution of carriers shall only be made city-wide, and prior to any such change, OPBA shall be notified in advance to meet and confer thereon.

*Exhibit 1*

Section 7. Health care insurance under other medical care entities and their plan may be offered to employees by the Employer. Employees shall have the option of enrolling in such plan on a voluntary basis.

Section 8. Employees shall be eligible for all health benefits as of the first day of the month following the commencement of their employment.

Section 9. Each employee shall be provided a term life insurance policy in the amount of ~~\$25,000.00-~~ **Fifty Thousand Dollars (\$50,000).**

**City of Twinsburg  
Proposal to  
OPBA Patrol and Sergeants Units**

Fact Finding

**Wages Issue  
ARTICLE 21  
LONGEVITY**

Section 1. All full-time employees shall receive, in addition to their regular compensation, a longevity allowance, which shall be converted to and added to the employee's hourly rate, from payroll accounts based upon the employee's length of service with the City, and payable beginning on the pay period following the employee's anniversary date in the year of such accrued service, as provided herein:

LENGTH OF SERVICE TIME	LONGEVITY ALLOWANCE
Less than 6 years	\$ -0- (+8.0%)
6 years but less than 7 years	\$ 540 584
7 years but less than 8 years	\$ 630 680
8 years but less than 9 years	\$ 720 778
9 years but less than 10 years	\$ 810 875
10 years but less than 11 years	\$ 900 972
11 years but less than 12 years	\$ 990 1070
12 years but less than 13 years	\$1,080 1167
13 years but less than 14 years	\$1,170 1264
14 years but less than 15 years	\$1,260 1361
15 years but less than 16 years	\$1,350 1458
16 years but less than 17 years	\$1,440 1556
17 years but less than 18 years	\$1,530 1653
18 years but less than 19 years	\$1,620 1750
19 years but less than 20 years	\$1,710 1847
20 years of longer	\$1,800 1944

*Exhibit 2*

~~Section 2. Effective January 1, 2000, employees with sixty (60) months of service or who otherwise are at the top step of the pay range, shall receive a longevity step increase two percent (2%) of the employee's base wage. This longevity step increase shall be in addition to the across the board wage increase and is reflected in the pay rates of Step 6 in Article 22. Such longevity step increase shall be added prior to the across the board increase.~~

## AGREEMENT

The City of Twinsburg and the Ohio Patrolmen's Benevolent Association, on behalf of the bargaining units consisting of Patrolmen and Sergeants, in order to clarify certain practices and resolve all pending disputes pertaining to the City's implementation of a Kronos Time-Keeping System, hereby agree to the following:

### Borrowed Time

1. Employees may be permitted to "borrow time" in increments of at least one (1) hour but not more than seven (7) hours for foreseeable events which shall not include covering for tardiness. In order to "borrow time", the employee must:
  - find another qualified employee willing to cover the period for which the employee is requesting "borrowed time";
  - make a request to "borrow time" at least four (4) hours in advance. (Such request may be made initially by phone);
  - obtain approval (which may be verbal) of a supervisor on that shift. (Denial of "borrowed time" is not grievable); and
  - timely complete the forms necessary to appropriately document the use of "borrowed time"
2. The use of "borrowed time" shall not be excessive nor shall it be used to cover for an employee's tardiness.

### Trade Time

3. Employees shall be permitted to trade time in increments of one (1) full shift consisting of the same number of hours. That is, an employee working a ten (10) hour shift may not trade shifts with an employee working eight (8) hour shifts. In order to be approved for trade time, an employee must:
  - find another qualified employee willing to cover the employee's shift;
  - make a formal written request, in advance, to trade time. Such request must be made on the form (see attached copy of the form currently in use) provided by the City; and

*Exhibit 3*

- obtain prior written approval, on the form provided by the City, of the appropriate supervisor(s). (Generally, this requires approval of both of the Sergeants of the employees involved in the shift trade).
4. Employees who work an additional shift for another employee during any work cycle as a result of a trade with another employee shall be paid their straight time hourly rate (i.e. no overtime) for such additional shift. The employee whose shift was worked by another employee shall be paid for one less shift during that work cycle. For example, Employee A and Employee B agree to trade shifts. Employee A works an eight (8) hour shift for Employee B. Employee A receives payment for forty-eight (48) hours and Employee B receives thirty two (32) hours of pay for that work cycle. However, when Employee B pays back the traded shift owed to Employee A, Employee B shall receive forty-eight (48) hours of pay at his straight time hourly rate and Employee A shall receive thirty (32) hours of pay during that work cycle.
  5. Employees who work, for example, thirty-two (32) or forty-eight (48) hours in a work cycle as a result of a shift trade shall be considered to have worked forty (40) hours for purposes of overtime calculation. For example, an employee who trades shifts with another employee such that he only works thirty-two (32) hours in a work cycle shall be paid overtime for working an extra shift not resulting from a shift trade and provided he is otherwise eligible for overtime.

#### **Obligations for Repayment of Borrowed or Trade Time**

6. The use of "borrowed" or trade time is a matter between bargaining unit employees. It shall be the responsibility of the employees involved in a "borrowed" or trade time transaction to arrange for the repayment of such time. The failure of an employee to pay back borrowed time shall not impose any obligations, financial or otherwise, upon the City. It is expressly agreed by the parties that employees' use of "borrowed" or trade time shall not result in any overtime obligations by the City.

#### **Lost Time Cards**

7. Employees shall be required to pay five dollars (\$5.00) towards the cost of replacing a lost time card, except that employees shall not be required to make such payment the first time he/she loses a time card.

**Rounding of Time**

8. The parties shall agree to continue its practice of rounding time to the nearest one-quarter (1/4) of an hour for purposes of computing time worked by employees. For example, an employee who is late for seven minutes shall not be docked pay (although the employee shall still be considered tardy and subject to disciplinary action). Likewise, an employee who is authorized to work overtime and does so for eight minutes shall receive one-quarter (1/4) of an hour of overtime. Employees may not "save up" time worked on several days in order to qualify for overtime payment.

**Settlement of All Disputes and Withdrawl of Unfair Labor Practice Charge**

9. It is understood and acknowledged, with the execution of this Agreement, that all matters to the City's implementation of the Kronos Time-Keeping System, including those raised in the Unfair Labor Practice Charge filed by the OPBA with the State Employment Relations Board, have been satisfactorily resolved and that no disputes, claims or issues now exist between the parties on any matter covered or referred to herein. The Union agrees to withdraw such Unfair Labor Practice Charge.

Date Agreed: \_\_\_\_\_

For the City:

\_\_\_\_\_

For the OPBA:

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\_\_\_\_\_

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CLIMACO, CLIMACO, LEFKOWITZ & GAROFOLI Co., L.P.A.  
ATTORNEYS AND COUNSELLORS AT LAW

NINTH FLOOR, THE HALLE BUILDING

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FAX (614) 461-6974

1228 EUCLID AVENUE  
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(216) 621-8484  
FAX (216) 771-1832

WASHINGTON OFFICE  
923 FIFTEENTH STREET, N.W.  
WASHINGTON, D.C. 20005  
(202) 628-8484  
FAX (202) 737-7585

May 4, 1998

Bob Windle  
Advanced Management Systems, Inc.  
555 West Schrock Road, Suite 220  
Westerville, Ohio 43081-8739

**Re: Side Letter Agreement - City of Twinsburg**

Dear Bob:

Please allow this letter to constitute a formal acknowledgment of the understanding between the parties that the language in the contracts regarding attachment of holidays to vacation time was negotiated to allow officers to attach one (1) day of holiday time to forty (40) hours of vacation time so that the officer can span the gap in days between two (2) sets of scheduled days off. This interpretation is hereby agreed to, the Union will file no grievances regarding the use of holidays in multiple day increments unless such use is in furtherance of the above concept.

Should you have any questions or comments, please do not hesitate in contacting me. I have included a signature line below, please forward a signed version of this agreement to my attention.

Very truly yours,



Michael W. Piotrowski

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Bob Windle,  
City of Twinsburg

MWP:rw

cc: Chief Tony Frank  
Brian Steele  
Doug Porinni  
Ray Robick  
Jeff Nash

s:\cl\2021\154\154mwp2d.lt

Exhibit 4

Comp time  
Cashout 27 year

**MEMORANDUM OF UNDERSTANDING**  
Guidelines Governing the Use of Compensatory Time

The City of Twinsburg and OPBA hereby agree to the following guidelines regarding the use of compensatory time for all employees classified as "Patrolman"

1. An employee must request to use compensatory time within a "reasonable period" prior to the date the employee wishes to use compensatory time. For purposes of these guidelines, a "reasonable period" shall be no later than two days prior to the date on which the employee requests to use compensatory time. In cases of emergency, the Police Chief or designee may waive this advance request requirement. *AT THEIR*

*NO CASHOUTS AFTER 48 HOURS.*

2. An employee shall be required to secure his/her own replacement who is qualified to perform the work to cover the period the employee will be using compensatory time, provided the Police Chief or designee determines that a replacement is necessary. The employee shall check with the Police Chief or designee to find out if it is necessary for him/her to obtain a replacement. An employee using compensatory time may not be replaced with an employee who will be required to work a 16 hour shift.

3. An employee's request to use compensatory time will be considered on a case-by-case basis and will be granted if the employee complies with the above requirements and such request is not "unduly disruptive" to department operations. A request for use of compensatory time will be considered unduly disruptive if the Police Chief or designee reasonably and in good faith anticipates that such request would impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services.

4. Compensatory time must be taken in a minimum two hour increment. A request for use of compensatory time of less than two hours will not be approved. An employee who works for an employee who is off on compensatory time shall be compensated pursuant to the collective bargaining agreement but shall not be entitled to call-back pay.

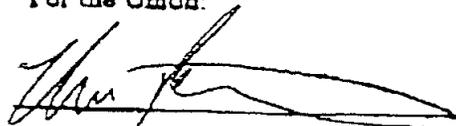
5. An employee may not accrue compensatory time for the time spent by the employee on range duty outside of the employee's regular work hours. Rather, employees shall receive pay for performing this job duty.

6. If either party believes that these guidelines have not satisfactorily resolved issues concerning the use and accrual of compensatory time, it may request to renegotiate these guidelines.

Date Agreed: 7/21/98  
For the City:



For the Union:



*Exhibit 5*

Please place services sticker here if necessary

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