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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding	:	
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Between	:	Case Numbers: 98-MED-06-0640
	:	98-MED-06-0641
CITY OF LOGAN, OHIO,	:	98-MED-06-0642
	:	
Employer	:	Fact-Finding Session:
	:	October 15, 1998
and	:	
	:	
OHIO PATROLMEN'S BENEVOLENT	:	Howard D. Silver
ASSOCIATION,	:	Fact-Finder
	:	
Employee Organization :	:	

REPORT OF FACT-FINDER

APPEARANCES

For: City of Logan, Ohio

Edgar E. Dennis, Mayor  
Terry McGrath, Service Safety Director  
David F. Kelch, Police Chief  
City of Logan  
10 South Mulberry Street  
Logan, Ohio 43138

For: Ohio Patrolmen's Benevolent Association

Joseph M. Hegedus, Esquire  
Climaco, Climaco, Lefkowitz &  
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Columbus, Ohio 43215-5134

This matter came on for fact-finding on October 15, 1998, at 10:00 a.m., in the city council chambers of the city of Logan, 10 South Mulberry Street, Logan, Ohio. Both parties participated fully

in a process of fact-finding among unresolved issues concerning the parties' successor collective bargaining agreement. Previous bargaining by the parties produced many tentatively agreed articles and these tentatively agreed articles are recommended by the fact-finder and incorporated by reference into this report as if fully rewritten herein. The fact-finding concluded on October 15, 1998.

## BACKGROUND

This consolidated fact-finding addresses three bargaining units employed in the city of Logan's police department. One bargaining unit is comprised of three police lieutenants; a second bargaining unit is comprised of seven police patrolmen; a third bargaining unit is comprised of five dispatchers/clerks. These bargaining units were parties to a collective bargaining agreement between the city of Logan, and the Fraternal Order of Police, Ohio Labor Council, Inc. as the bargaining unit's exclusive representative from June 1, 1995 through May 31, 1998. The bargaining units are now represented by the Ohio Patrolmen's Benevolent Association. Both parties agree that the parties' successor agreement should take effect retroactively to June 1, 1998, and should expire at 11:59 p.m., June 30, 2001.

The employer confirmed during the fact-finding that it is not suffering from an inability to pay for reasonable wage and benefit increases under the parties' successor agreement. The employer pointed out that it receives revenue through an income tax of 1.5

percent, an income tax rate that is lower than income tax rates enjoyed by other municipalities comparable in size of population to the city of Logan. The city noted that the largest employer in the area, Goodyear Tire and Rubber Company, has declined as a source of tax revenue for the city, and concern about the future of this source of city income was expressed.

## ISSUES

### Article 15 - Compensation - Wages

The parties are separated by two percentage points in their respective proposals about wage increases for the bargaining units. The employer proposes a three percent (3%) across the board increase to be effective June 1, 1998, June 1, 1999, and June 1, 2000. The association recommends a five percent (5%) across the board wage increase on June 1, 1998, June 1, 1999, and June 1, 2000.

In support of its proposal, the association has presented Association Exhibits 2 through 7 which present data collected by the State Employment Relations Board, showing 1998 wages among cities with size of populations comparable to the city of Logan. State's Exhibit 2 presents the annual wages plus longevity payments for city of Logan police patrolmen, and the annual wages plus longevity payments for police patrolmen in ten other municipalities, from the first year of employment to twenty-five years of employment. The average among these eleven cities

(including the city of Logan) for a patrolman with five years' service is \$28,497; a city of Logan patrolman with five years' service, according to this exhibit, is paid \$24,211, \$4,286 less than the average. The city of Logan pay level for five years of service is 84.9% of the average of these eleven cities for a patrolman's wage plus longevity for five years service.

The cities compared to the city of Logan on Exhibits 2 (patrolmen) and 3 (communications workers) show the city of Logan third from the bottom among these eleven municipalities, with the city of New Lexington the lowest, and the city of Nelsonville second from the bottom. Among the cities presented in Association Exhibits 2 and 3 are the cities of Pickerington, Athens, and Circleville, numbers 1, 2, and 3 on this list, respectively.

The fact-finder is mindful that the bargaining units' histories over the past six years (last two collective bargaining agreements) have provided for three percent (3%) wage increases for each year of these contracts. The fact-finder takes notice of the fact that the American economy has not changed dramatically over the past three years, but has slowed in recent years due in part to economic downturns in Asia. The recent unannounced cut in the prime lending rate by the Federal Reserve Board appeared to be in reaction to the slowing of the American economy.

The statistics presented which compare the city of Logan to ten other municipalities as to patrolman wages, Association Exhibit 2, and communication worker wages, Association Exhibit 3, permit a mathematical comparison of these numbers. What is not so easily

discerned from these figures is how comparable these figures actually are.

The city of Logan is similar to other Ohio cities in that it exceeds a population requirement so as to meet the state of Ohio statutory definition of city. The city of Logan, however, is a geographic, corporate, and demographic entity subject to the particular forces generated by its geography, history, economy, and demographics. The fact-finder is not convinced that simply adding annual longevity pay to yearly wages produces a number which can be reliably compared to similarly constructed numbers for other cities, in the absence of a wide variety of other factors.

Wages and longevity are affected by the level of benefits provided by an employer generally to bargaining unit members, with a variety of benefits at various cost levels affecting the size of wages and longevity benefits. Ability to pay is also a factor among cities, with some cities enjoying greater resources to pay for policing than others.

The association's arguments in support of a five percent (5%) wage increase suffer from no flaw in logic or fact. The fact-finder agrees with the association that its members, under present municipal circumstances, warrant a wage increase. The fact-finder is mindful, however, of the six-year tradition of annual three percent (3%) wage increases in the context of municipal circumstances that have not changed dramatically over the past three to six years. The city of Logan's policing needs and the city revenues available to pay for these safety services have not

changed significantly over the past three years nor has the economy of the municipality changed significantly during this period. The fact-finder is mindful that other safety and service employees of the city of Logan have a history of three percent (3%) annual wage increases over the past three to six years.

The fact-finder has reviewed the statistical comparatives on wages presented by the association, has kept in mind the nature of the American economy generally and the nature of the economy of the city of Logan generally, has considered the history of the parties in wage increases over the past six years, and recommends the employer's proposal on wages.

Recommended language - Article 15 - Compensation

Section 15.1 Wages

a. Effective June 1, 1998, a three percent (3%) increase to each step of the current wage schedule for all bargaining unit employees.

b. Effective June 1, 1999, a three percent (3%) increase to each step of the then current wage schedule for all bargaining unit employees.

c. Effective June 1, 2000, a three percent (3%) increase to each step of the then current wage schedule for all bargaining unit employees.

The city shall advance the employee to the next highest pay step on the first pay period following the attainment of the required years of service in each step.

Due to the increased requirement for job skills and responsibility, police officers working as detectives shall be paid at the first step lieutenants' pay rate as a bonus.

Article 15 - Compensation - Longevity Supplement

The association proposes increases to the hourly rate of longevity pay, a pay scale that begins with four years of service. For the first four categories of longevity service, four and five years, six and seven years, eight, nine, and ten years, and eleven, twelve, thirteen, and fourteen years, the association proposes, respectively, a fifty percent increase, a forty percent increase, a thirty-three percent increase, and a twenty-five percent increase. For fifteen, sixteen, and seventeen years, a twenty percent increase in the longevity rate is suggested. The association also recommends adding three categories for longevity pay, eighteen, nineteen, and twenty years, twenty-one and twenty-two years, and twenty-three years and above.

The city proposes retaining the longevity scale in the parties' predecessor contract but agrees to the association's suggested addition of the three highest longevity categories, but at slightly lower pay levels.

The fact-finder finds the longevity schedule proposed by the city to be in line with the benefit level generally in the parties' successor agreement. The fact-finder does not find sufficient basis for increasing the hourly longevity rate as suggested by the association. The fact-finder recommends the city's proposal with the additional three categories.

Recommended Language: Article 15 - Compensation

Section 15.1 - Longevity Supplement

d. Longevity Supplement. In addition to the above wages, a longevity supplement will be paid according to the scale below. Such longevity supplement shall be included in the base salary for the purpose of the calculation of overtime:

<u>Years of Service</u>	<u>Hourly Rate of Pay</u>
4-5	\$0.20
6-7	\$0.25
8, 9, 10	\$0.30
11, 12, 13, 14	\$0.40
15, 16, 17	\$0.50
18, 19, 20	\$0.60
21, 22	\$0.70
23 and above	\$0.80

Article 15 - Compensation - Hazardous Duty Recognition

The association proposes that the hazardous duty compensation paid to all bargaining unit members at \$0.05 per hour, as recognition of the unique stressors and hardships involved in municipal policing, be increased to \$0.15 per hour, an increase of 200%.

The fact-finder has not been shown that the hazards associated with police work in the city of Logan have increased threefold. The fact-finder recommends that the \$0.05 per hour hazardous duty recognition be retained.

Recommended Language: Article 15 - Compensation

Section 15.1 - Wages

E. Hazardous Duty Recognition. All bargaining unit members who, as part of their work duties, have contact with prisoners,

distressed, irate, non-hygienic persons, or have the authority to perform peace officer duties, or are subject to direct or indirect critical incident involvement, shall receive a hazardous duty compensation of five cents (\$0.05) per hour as a recognition of the unique stressors and hardship of their profession.

For the purpose of this collective bargaining Agreement, this definition includes all Police Officers and Communications Officers, or any other classification mutually agreed. The award of Hazardous Duty Recognition is not a waiver, or a substitute for the Employer's or the bargaining unit members' recourse to any other legal remedy in the event of any line of lawful duty related incident.

#### Article 15 - Compensation - 9-1-1 Reopener

The city has proposed that language in the parties' predecessor agreement which referred to the future implementation of a "911" system and a reopener of dispatcher wages in the event the implementation of a 911 system should occur, be deleted from the parties' successor agreement. The association proposes that this language be retained.

It is always difficult to project with any confidence what will occur in the future, especially the future of a sophisticated police communications system. The fact-finder finds, however, that in the event such a "911" system is implemented by the city of Logan, the duties of those bargaining unit members responsible for the operation of such a system would be greatly affected, requiring more technologically advanced skills. It appears to the fact-finder prudent to prepare for such a significant change in the duties of

these workers by retaining the language concerning the 9-1-1 reopener.

Recommended Language: Article 15 - Compensation - 9-1-1 Reopener  
Section 15.1 - Wages

F. 9-1-1 Reopener. Upon implementation of a "911" system, the parties agree to reopen dispatcher wage rates for the purpose of determining any increase. In addition, the parties will reopen the question of the right of first refusal of dispatcher overtime opportunity.

Article 15 - Compensation - Premium Pay for Field Training Officer or TAC Officer

The association proposes new language in section 15.1 in the form of paragraph (G) which would provide that all employees serving in the capacity of field training officer or TAC officer shall be compensated an additional twenty-five cents (\$0.25) per hour for all hours in which a person serves in one of these capacities.

The city agrees to the additional twenty-five cents per hour for field training officers when they serve in that capacity but does not agree to the premium pay for the TAC officer, a person who serves as a liaison and coordinator of a LEADS terminal. Service as a TAC officer requires two to three hours per week and is not work that can be scheduled for particular hours during the week. This work is driven by requests for criminal history information and

questions about the system, including who may access the terminal and the information available through it.

The fact-finder does not recommend the premium pay for the TAC officer as the fact-finder finds no justification for this increased pay based on the duties required of this position for two to three hours per week. There is also the matter of keeping track of those particular hours which give rise to this premium pay, a timekeeping chore that appears to the fact-finder to be an administrative complication that would complicate the recordkeeping for this pay and therefore increase the cost of this benefit. The fact-finder recommends the premium pay for field training officers but does not recommend the premium pay for TAC officers.

Recommended Language: Article 15 - Compensation

Section 15.2 - Pay Rates Due to Personnel Actions

G. Premium Pay for Field Training Officers. All employees serving in the capacity of field training officer shall be compensated an additional twenty-five cents (\$0.25) per hour for the hours worked as a field training officer.

Article 15 - Compensation - Wage Adjustment

The city has proposed that paragraph (E) of section 15.2 of Article 15, wage adjustment, in the parties' predecessor agreement be deleted from the parties' successor agreement. This language in the parties' predecessor agreement provided that if any other bargaining unit working for the city of Logan were to receive a raise greater than three percent per year during the life of the

contract, the bargaining units which are parties to this fact-finding would receive an identical raise less the total raise in their contract.

The fact-finder is mindful that the wage increase recommended in this report is three percent and is therefore the lesser of the two increases proposed by the parties. While the three percent (3%) increase recommended by the fact-finder is in line with historical annual wage increases received by these bargaining units over the past six years, the recommended increase is modest and tends to keep pace with inflation and little more. As stated above in this report, the fact-finder bases his recommendation in part on the history of wage increases among these bargaining units, the particular circumstances of the city of Logan, and the fact that other safety and service employees in the city of Logan have received similar wage increases. In the event city of Logan firefighters or service employees receive a wage increase in excess of three percent, it would appear to the fact-finder that this fact should have an affect on the wages recommended in this fact-finding. The fact-finder therefore recommends the retention of paragraph (E) of section 15.2 of Article 15.

Recommended Language:

Article 15 - Compensation - Pay Rates Due to Personnel Actions

E. Wage Adjustment. The parties to this agreement further agree that if any other bargaining unit employees of the City receive a higher raise than 3% per year during the life of this

contract, the bargaining unit members shall receive the identical raise less the total raise included herein.

#### Article 16 - Shift Differential

The association proposes that premium pay for working shifts from 2:00 p.m. to 7:00 a.m. be increased from \$0.30 per hour to \$0.50 per hour, a 67% increase. The city proposes retention of this shift differential at its present level.

The fact-finder recommends the city's proposal on shift differential, finding it adequate.

#### Recommended Language: Article 16 - Shift Differential

##### Section 16.1 Shift Differential Pay Rates

Shift differential is hereby established as follows:

- a. Thirty cents (\$0.30) per hour, effective June 1, 1998.

##### Section 16.2 Eligibility

Shift differential pay shall be provided for any work week for which the majority of work hours occur after 2:00 p.m. and prior to 7:00 a.m., and to members normally assigned such hours, regardless of the shift hours they actually work, but excluding hours in paid status while on off-duty court time hours.

##### Section 16.3 Method of Payment

Shift differential pay shall be paid for hours worked during a work day. If shift differential pay is applicable, under the terms of this article, to an eight (8) hour work day, and authorized overtime occurs in conjunction with the regular eight (8) hour work day, the shift differential shall be paid for each

hour of overtime worked. Shift differential pay shall be added to the hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay shall be paid on a bi-weekly basis, and will not be cumulative under any circumstances.

#### Article 18 - Holidays

There is no proposal from either party to add holidays under Article 18, but there is a change suggested in language within this article which affects how employees who work on holidays are to be paid. The association proposes new language which would specify that employees are to be paid at two and one-half times their regular hourly rate of pay for all hours worked in overtime status. The city proposes language which would specify two and one-half times regular hourly rate of pay for all hours worked after eight hours are worked on a holiday.

The association also proposes language which would pay a police officer who was not scheduled to work on a holiday but who is called in to work on holiday be paid two and one-half times the regular hourly rate of pay for the hours worked on the holiday plus eight hours of regular pay for the holiday.

The fact-finder recommends the language proposed by the city in specifying premium pay after eight hours worked on a holiday and recommends the language proposed by the association for employees not scheduled to work on a holiday but called in to work the holiday.

Recommended language: Article 18 - Holiday

Section 18.1 - Holidays

Effective June 1, 1998, the following are designated as paid holidays as established by the City:

New Years' Day	Presidents' Day
Good Friday	Memorial Day
Independence Day	Columbus Day
Veterans' Day	Thanksgiving Day
Christmas Day	Labor Day

Employees not regularly scheduled to work on a holiday shall receive an additional day's pay in recognition of the holiday.

Employees regularly scheduled to work on a holiday shall receive their regular rate of pay for that day plus time and one-half (1-1/2) for all hours worked up to and including eight (8) hours. In addition to any other benefits set forth in this Section, Employees who work overtime on a holiday shall receive two and one-half (2-1/2) times their regular hourly rate of pay for all hours worked over eight (8) hours.

To be eligible for holiday pay, an employee must be in a pay status on both the regularly scheduled work day preceding, and the regularly scheduled work day following the holiday.

In addition to the holidays listed above, the employee's birthday shall be celebrated as a day off holiday. Birthday holiday may be scheduled at the request of the employee, subject to manpower requirements at any time during the calendar year. When an employee who is scheduled to be off on a holiday is called in on the holiday, the employee shall receive the additional day's pay in recognition of the holiday, and shall receive two and one-half (2-1/2) times the regular hourly rate of pay for all hours worked that holiday.

## Article 19 - Personal Leave Days

The association proposes that the three personal leave days guaranteed in the parties' predecessor agreement be changed to four personal leave days. The city proposes that the personal leave days be retained at three.

The fact-finder recommends the city's proposal on personal leave days. The bargaining unit members are guaranteed ten holidays under section 18.1 of Article 18, and receive an additional day off in the form of a birthday holiday. The additional three days provided for under Article 19 in personal leave days are in addition to vacation accrual which, after four to eight years of service, amounts to sixteen days of vacation per year. The fact-finder finds the three personal leave days guaranteed under the predecessor agreement to be appropriate for the successor agreement.

The city proposes a change to the advance notice for personal leave days within the predecessor agreement's Article 19, to expand the advance notice required from eight hours to seventy-two hours. The city points out that the Chief of Police is always in a position to waive the seventy-two hour notice requirement.

The chief can also waive the eight-hour notice requirement expressed in the parties' predecessor agreement, language proposed by the association to be carried over into the parties' successor agreement. Extending advance notice for personal leave days from eight hours to seventy-two hours increases by 800% the amount of time required to be provided in advance notice of a personal leave

day. The city is correct that this would provide greater advance notice to the city and greater efficiency in planning. But the advantage to the city in administrative efficiency comes at the cost to bargaining unit members of less flexibility in requesting a personal leave day. The difference between eight hours of advance notice and seventy-two hours of advance notice is substantial, and without a recommendation for an increase in personal leave days, the fact-finder finds it appropriate to reject the city's proposal for increased advance notice. The fact-finder therefore recommends the retention of language, unchanged, in the parties' predecessor agreement's Article 19-Personal Leave Days.

Recommended language - Article 19 - Personal Leave Days

Section 19.1 - Days

Retain the language of Article 19 within the parties' predecessor agreement.

Article 20 - Vacation

The city proposes a change to language in the parties' predecessor agreement covering vacation within a new section designated section 20.2(B). This proposed language would limit the accrual of vacation leave to days actually worked. This language provides that absenteeism due to sickness or injury of less than ten days per year will not cause a reduction in vacation days.

The association proposes the retention of section 20.2 unchanged, as expressed in the parties' predecessor agreement.

The fact-finder recommends the association's position on vacation as fair to both parties. Legitimate sickness or injury, especially if job related, and the absenteeism caused thereby, is not viewed by the fact-finder as a basis to reduce vacation accrual. The fact-finder therefore recommends retaining section 20.2 of the predecessor agreement unchanged.

The association proposes additional language within section 20.3 of Article 20 which refers expressly to advance vacation requests made in a vacation book, and that those requests be determined on the basis of departmental seniority. The city does not oppose the addition of this language and it is recommended by the fact-finder.

Recommended language: Article 20 - Vacation

Section 20.1. Amount of Vacation

The fact-finder recommends retaining unchanged the language in the parties' predecessor agreement.

Section 20.2. Vacation Eligibility

The fact-finder recommends retaining unchanged the language in the parties' predecessor agreement.

Section 20.3. Vacation Scheduling

Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference concerning advance vacation requests made in a vacation book being determined on the basis of Departmental seniority.

Requests for short periods of time must be submitted forty-eight (48) hours in advance. The Chief or his designee may waive the forty-eight (48) hours requirement.

#### Section 20.4 - Additional Considerations

The fact-finder recommends retaining unchanged the language in the parties' predecessor agreement.

#### Article 21 - Leaves

There were proposals directed to changing the language of the parties' predecessor agreement in section 21.2 of Article 21. The parties agreed to retain the language of the predecessor agreement in this section, with the exception of the last paragraph of section 21.2 which, in the parties' predecessor agreement, guarantees the right of an employee to contribute up to two (2) days of accumulated sick leave to another bargaining unit employee, provided no employee may receive more than ten (10) days of such contributed leave. The city proposes that this paragraph be deleted from the parties' successor agreement. The association proposes that this language be amended to allow an employee to contribute up to ten (10) days of accumulated sick leave to another bargaining unit employee, provided no employee may receive more than ten (10) days of such contributed leave from any one person.

The fact-finder recommends retention of the disputed paragraph unchanged from the parties' predecessor agreement. It is unclear how often such a provision is utilized and rather than recommend a four hundred percent (400%) increase in such contributions the

fact-finder prefers the middle road between the two proposals which would retain the prior language.

The association recommends the addition of the word "grandchild" in section 21.3 of Article 21; the city does not oppose this amendment. The fact-finder recommends the addition of this term to this section.

Both parties propose changes to section 21.4, Military Leave, with the association recommending the addition of the term "full" in referring to the maximum number of hours for which payment may be made. The term "full" is to appear before the word "payment" in this clause.

The city proposes language which would limit the payments to be made under section 21.4 for military leave to any salary which would have been earned but was not earned as a result of the military leave.

The payment of military leave benefits to permanent public employees in the military service entitled to a military leave of absence is presented in Ohio Revised Code section 5923.05. The fact-finder believes this statute controls on this issue, and collective bargaining agreement provisions to the contrary would have to bow to the greater authority of this Ohio statute. The fact-finder therefore recommends retaining section 21.4 unchanged from the parties' predecessor agreement, with the understanding that any language retained which is contrary to Ohio Revised Code section 5923.05 will have to give way as a matter of law to the more authoritative statute.

Recommended language: Article 21. - Leaves

Section 21.1 - Injury Leave

Retain language in the parties' predecessor agreement.

Section 21.2 - Sick Leave

Retain language in the parties' predecessor agreement.

Section 21.3 - Funeral Leave

Upon the death of any spouse, child, step-child, parent, step-parent, mother-in-law or father-in-law, of an employee, employee may take five (5) days funeral leave with full pay for the purpose of making funeral arrangements and attending the funeral. Upon the death of any son-in-law, daughter-in-law, brother, sister, half-brother, half-sister, step-brother, step-sister, grandparent or grandchild of an employee, the employee may take three (3) days funeral leave with full pay for the purpose of making funeral arrangements and attending the funeral. The employee may take one (1) day full pay on the death of someone of concern who holds a special relationship considered as a family member to the employee.

Funeral leave must be approved by the Safety Service Director.

Section 21.4 - Military Leave

Retain language in the parties' predecessor agreement.

Article 22 - Uniform and Equipment Allowance

In the parties' predecessor agreement, section 22.2(A) requires the city to pay four hundred eighty dollars (\$480) per year to each employee covered under schedule A (patrolmen and lieutenants) for uniform purchases and maintenance.

Paragraph (B) of Section 22.2 provides for three hundred eighty dollars (\$380) for uniform purchases and maintenance among dispatchers/clerks.

Paragraph (C) of Section 22.2 provides for police officers required to wear "plain clothes", requiring the city to pay four hundred eighty dollars (\$480) per year to each plain clothes police officer for this purpose.

The association proposes a 35.4% increase in the clothing allowance for patrolmen and lieutenants, from \$480 to \$650. The association proposes an increase for the dispatchers, under paragraph (B), amounting to an 18.4% increase, from \$380 to \$450, and for the plain clothes men referenced in paragraph (C), the association recommends \$650, up from \$480, a 35.4% increase.

The city proposes that the patrolmen and lieutenants who are to receive a uniform allowance under paragraph (A) of section 22.2 receive five hundred dollars (\$500) under this provision, a 4.2% increase from the predecessor agreement. The city proposes no uniform allowance for the dispatchers referenced in paragraph (B), and recommends a 4.2% increase for plain clothes employees under paragraph (C), from \$480 to \$500.

The fact-finder is without evidence of a substantial increase in the hazards facing the clothes worn by city of Logan lieutenants, patrolmen, dispatchers, and plain clothes detectives. The fact-finder is mindful of inflation and how inflation affects uniform maintenance and purchase costs. The fact-finder sees no reason to deny a uniform allowance to dispatchers/clerks, and recommends that the dispatchers/clerks likewise receive a small increase in uniform allowance to cover annual inflation. The fact-finder recommends that the uniform allowance for dispatchers/

clerks, as referenced in paragraph (B) of section 22.2, increase from \$380 to \$400, and the increases proposed by the city for lieutenant, patrolmen, and plain clothes policemen, from \$480 per year to \$500 per year, be adopted.

Recommended language: Article 22 - Uniform and Equipment Allowance  
Section 22.2 - Allowance

(A) After completion of one (1) years' service, each employee covered under schedule (A) shall receive Five Hundred Dollars (\$500) per year for uniform purchases and maintenance.

(B) During the life of this Agreement, each employee covered under schedule (B) shall receive Four Hundred Dollars (\$400) per year for uniform purchases and maintenance.

(C) Police officers required to wear "plain clothes" shall receive an allowance of Five Hundred Dollars (\$500) per year. "Plain clothes" officers may buy clothing useful to them in the performance of their duties.

(D) All payments shall be by separate check semi-annually, and shall be paid in the first pay in January, and on the first pay in July.

(E) When uniform changes are mandated by the City, or result from promotion, the initial change shall be paid by the City.

(F) The City shall reimburse employees for the reasonable cost of repair or replacement of personal items and clothing damaged by employees in the non-negligent performance of their duties.

(G) Equipment articles lost or stolen through negligence shall be replaced by the employee. Equipment articles needing repair or replaced due to job related wear and tear shall be repaired or replaced by the City.

(H) Employees will be required to submit receipts for purchases annually.

(I) Where an employee supplies evidence that he/she has sustained damage to any personal, medical, or personal health equipment, or medical appliance, in which damage occurs in the active discharge of the employee's duties, the Employer shall reimburse the employee for the cost of necessary repairs or replacement as recommended by appropriate medical practitioner. The Employer is responsible for equal model replacement only.

The employee shall be required to submit a Workers' Compensation claim and shall, when applicable, pursue any possible restitution as part of any potential criminal prosecution. When the Bureau of Workers' Compensation makes final payment, the employee shall reimburse the employer. The Employer shall pay the difference between the amount of reimbursement from Workers' Compensation and the actual cost to repair or replacement.

### Section 22.3 - Uniform Schedule

Clothing	Police Officer	Dispatcher/Clerk
trousers	5	5/per year
shirts, winter	5	5/per year
shirts, summer	5	
ties	3	
socks	6 pairs	5 pairs per year
shoes, summer	1 pair	1 pair/every 2 years
overshoes	1 pair	
boots, winter	1 pair	
jacket, winter	1	
jacket, summer	1	
hat	2	
belt	1	1
rain coat	1	
name plate	2	
badge case	1	
breast badge	2	
rank insignia	2 sets	
whistle w/chain	1 set	
gunbelt	1	
semi-automatic pistol	1	
holster	1	

Clothing	Police Officer	Dispatcher/Clerk
gloves	1 pair	
magazine	1 set	
handcuffs	1 pair	
handcuff case	1	
beltkeepers	1 set (3)	
stun device w/case	1	
baton	1	
baton holder	1	
protective vest	1	
flashlight	1	

### Article 23 - Insurance

Article 23 addresses health insurance, section 23.1; liability insurance, section 23.2; life insurance, section 23.3; and dental and optical insurance, section 23.4.

As to health insurance, section 23.1, the present language provides that the city will make available to employees a hospitalization, medical or other health insurance plan with coverage consistent with the coverage in effect at the signing of this contract. Throughout the term of this contract, the city is solely responsible to pay up to \$350 per month for health insurance premiums. If the monthly premiums exceed \$350, employees are to pay no more than 10% of the monthly premium. If other bargaining unit employees of the city are provided a lower employee premium share, the lower premium share is to replace the one contained in this section.

The city proposes that section 23.1 be retained unchanged. The city underscores the high cost of health insurance and the unpredictability of this cost in coming years. The city finds a 10%

co-pay of the premium if the premium exceeds \$350 to be a fair share to be paid by the employees.

In support of its proposal that bargaining unit members pay no share of their health care coverage at any monthly premium level, the association presents Association Exhibit 8, the State Employment Relations Board's 1997 Report on the Cost of Health Insurance in Ohio's Public Sector. Notable findings in this 1997 survey include that monthly medical insurance premiums average \$177.84 for single coverage and \$446.26 for a family plan. Average total monthly costs of employee health care benefits stand at \$216.08 and \$512.35 for single and family coverage, respectively. This report estimates that in 1997, the cost of medical and other health benefits will average \$5,170 per covered employee. Premiums for single coverage rose an average of 3.0% over 1996 levels. Family rates increased by an average of 3.2%. 1996 rates increased an average of 1.4% and 1.7% for single and family coverage, respectively. Forty percent (40%) of health plans saw no change in rates over 1996 levels or experienced a reduction in premiums.

Association Exhibit 8, the 1997 Survey Report on the Cost of Health Insurance in the Ohio Public Sector, reports that 64% of responding employers require their employees to pay a portion of the cost of their family medical plan. Employers with premium sharing for single coverage amount to 51% of responding employers. This report notes that two-thirds of public employees contribute to the cost of their medical insurance. This report notes that when employees pay a portion of the premium cost for medical coverage,

their monthly contributions average \$19.81 and \$57.23 for single and family coverage, respectively. These rates amount to 11% of the cost of a single plan and 13% of the cost of a monthly family premium. This report notes that about 11% of public employees with family coverage will contribute \$1,000 or more each year to the cost of their medical premiums.

The health insurance provided to the employees of the three bargaining units addressed by this fact-finding costs \$350 per month at present, requiring no payment from bargaining unit members for this insurance. The city representatives stated at the fact-finding that there would be no increase in this premium for at least one year, and then a change in the premium could occur.

The fact-finder recommends the city's proposed language as it is more conservative in its approach to paying for the health insurance enjoyed by bargaining unit members than that proposed by the association. The bargaining unit members can be secure in the knowledge that for at least another year they will receive health care coverage without any payment for this coverage from bargaining unit members. After that year, any increase in the monthly premium over \$350 per month would be shared by the bargaining unit members by paying 10% of the monthly premium. If the premium were to increase by 10% (a much larger figure than expected by the fact-finder), the resulting monthly premium would amount to \$385. The bargaining unit members' 10% of this figure would be \$38.50 per month, a \$38.50 contribution toward a monthly premium approaching

\$400. If the increase is only 5%, the monthly contribution from bargaining unit members would amount to \$36.75 per month.

The fact-finder finds the city's proposal to be fair and to apportion increases in health care coverage costs at a ratio of nine to one, with the city paying the larger share.

As to liability insurance, the parties agreed to retain the language from their predecessor agreement.

As to life insurance, the predecessor agreement between the parties obligated the city to provide life insurance with accidental death and dismemberment coverage, at no cost to bargaining unit employees, in the amount of fifteen thousand dollars (\$15,000).

The association proposes doubling this life insurance amount from fifteen thousand dollars (\$15,000) to thirty thousand dollars (\$30,000).

According to Association Exhibit 8, the 1997 SERB report on the cost of health insurance in Ohio's public sector, the average cost for a life insurance benefit is \$0.22 per thousand dollars of coverage per employee per month, with an average benefit amount of \$26,067.

Compared to the average life insurance benefit among public employees, \$26,067, the fifteen thousand dollar (\$15,000) coverage amount proposed by the city, based on what was guaranteed in the parties' predecessor agreement, appears to the fact-finder to be significantly lower in amount than the state average. At \$0.22 per thousand dollars of coverage per employee per month, adding ten

thousand dollars of coverage, bringing the life insurance coverage amount to \$25,000, would require an additional outlay of \$2.20 per employee per month for the additional ten thousand dollars of coverage, requiring \$26.40 per employee per year for this additional coverage. For the fifteen employees who comprise the three bargaining units addressed by this fact-finding, the additional ten thousand dollars of coverage, bringing their life insurance coverage to \$25,000, would cost the employer an additional three hundred ninety-six dollars (\$396) per year. The fact-finder notes that after four years of service, patrol officers earn, in wages and longevity, over \$24,000 per year. The \$25,000 life insurance coverage recommended by the fact-finder appears to be in line with the general wage levels of these bargaining units.

Section 23.4 of the parties' predecessor agreement refers to dental and optical insurance. The parties' predecessor agreement's language requires bargaining unit members to contribute to costs beyond the \$350 cap referenced in section 23.1.

The association proposes retention of the dental and optical insurance with the exception of the deletion of any mention of a cap requiring bargaining unit members to contribute to the cost of this insurance.

The fact-finder, as stated above, believes it fair for bargaining unit members to contribute to their own health care coverage in the event the premiums exceed \$350 per month. The fact-finder would include in this cap the dental and optical insurance enjoyed by bargaining unit members and therefore recommends

retaining the language of the parties' predecessor agreement in this section.

Recommended language - Article 23 - Insurance

Section 23.1 - Health Insurance

The city agrees to make available to employees a hospitalization, medical or other health insurance plan with coverage consistent with those coverage in effect at the signing of this contract. Throughout the term of this contract, the City will pay a minimum of \$350.00 toward the insurance premiums. If the premium exceeds \$350.00, the employee will pay no more than 10% of the premium. If any other bargaining unit in the City provides for a lower employee premium share, that premium share will replace the one contained in this contract.

Section 23.2 - Liability Insurance

The city shall purchase appropriate liability insurance covering employees with minimum limits of five hundred thousand dollars (\$500,000) for potential civil liability claims made against employees while engaged in the proper pursuit of their employment as long as such coverage is available at the current premium, plus 25% or less.

Section 23.3 - Life Insurance

The City shall provide a twenty-five thousand dollar (\$25,000) Life with Accidental Death and Dismemberment Insurance Policy at no cost to the employee.

#### Section 23.4 - Dental and Optical Insurance

The City will provide dental and optical insurance identical to that provided to the City Fire Department subject to the insurance carrier's minimum enrollment qualifications. Any extra costs beyond the current \$350.00 cap in section 23.1 will become the responsibility of the bargaining unit member.

#### Article 24 - Work Out of Rank

Section 24.1 of Article 24 in the parties' predecessor agreement provides that any employee who is temporarily required to perform at a higher ranking position and performs the responsibilities of the higher ranking position shall be paid at a rate of compensation equal to that normally paid to the higher ranking position for all hours worked in the higher ranking position during the work day. Probationary employees shall not perform in a higher ranking position.

Both parties agreed to retain the above referenced language but the association proposes the addition of the following sentence:

In addition, there shall be one (1) full-time police officer with at least one (1) year experience as a full-time police officer on duty at all times.

The fact-finder is reluctant to propose the association's proposed language as it would impose upon the Chief of the police department a staffing floor that is not at present in effect. With so small a police force and with the guarantee of higher pay when

required to work at a higher level, the fact-finder declines to recommend the association's proposed language on this section and recommends the retention of the language of Article 24 in the parties' predecessor agreement.

Recommended language - Article 24 - Work Out of Rank

Section 24.1 - Out of Rank Hours

Retain unchanged the language of Article 24 within the parties' predecessor agreement.

Article 25 - Training Tuition Reimbursement

The city proposes retaining the language of Article 25 of the parties' predecessor agreement, while the association proposes that new language be added to this article which would reward bargaining unit employees who have secured an associate's degree with two hundred fifty dollars (\$250) per year; reward those who hold a bachelor's degree with five hundred dollars (\$500) per year; and reward those who have obtained a master's degree with an additional annual payment of seven hundred fifty dollars (\$750).

This language would limit employees who have obtained more than one degree to payment for only the highest degree obtained.

The fact-finder does not recommend the association's language to be added to Article 25 to reward bargaining unit employees with annual payments for having secured advanced academic degrees. The fact-finder sees no reason to require the employer to pay out this

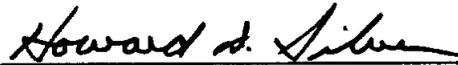
money to people who have enriched their lives through advanced education.

Recommended language - Article 25 - Training Tuition Reimbursement

Retain unchanged the language of Article 25 in the parties' predecessor agreement.

In making the recommendations presented above, the fact-finder has kept in mind criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code rule 4117-9-05(J) and Ohio Administrative Code rule 4117-9-05(K).

In addition to the recommended language presented in this report, the fact-finder recommends all the articles tentatively agreed by the parties for their successor agreement.



Howard D. Silver  
Fact-finder

October 28, 1998  
Columbus, Ohio

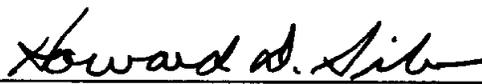
CERTIFICATE OF FILING

I hereby certify that the foregoing Report of Fact-Finder was filed with the State Employment Relations Board and transmitted to the following via facsimile transmittal and by regular U.S. mail, this 28th day of October, 1998:

Terry McGrath, Service Safety Director  
City of Logan  
10 South Mulberry Street  
Logan, Ohio 43138

and

Joseph M. Hegedus, Esquire  
Climaco, Climaco, Lefkowitz &  
Garofoli Co., L.P.A.  
175 South Third Street, Suite 820  
Columbus, Ohio 43215-5134



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Howard D. Silver  
Fact-finder

October 28, 1998  
Columbus, Ohio