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STATE EMPLOYMENT  
RELATIONS BOARD

AUG 14 9 25 AM '00

**IN THE MATTER  
OF  
FACT FINDING  
REPORT**

<p><b>BETWEEN</b></p> <p><b>The Ohio Patrolmen's Benevolent Association</b></p> <p><b>And the</b></p> <p><b>City of London, Ohio</b></p>	<p><b>CASE NO: SERB 00-MED-04-0469</b>  <b>00-MED-04-0470</b>  <b>00-MED-04-0471</b></p> <p><b>FACT FINDER: JOHN S. WEISHEIT</b></p> <p><b>HEARING DATE(S): June 22, 2000</b>  <b>July 14, 2000</b></p> <p><b>AWARD ISSUED: August 11, 2000</b></p>
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**REPRESENTATION  
by**

<b><u>Employer Representatives</u></b>	<b><u>Union Representatives</u></b>
Marc A. Fischel, Esq..	Joseph M. Hegedus, Esq.

**AUTHORITY**

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matters before the Fact Finder are for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, particularly those applicable to safety forces.

## **BACKGROUND**

The City of London, hereinafter called the "City" and/or "Employer", recognizes the Ohio Patrolman Benevolent Association, hereinafter called the "OPBA" and/or the "Union" for certain of its employees in the police department. The above named parties engaged in multi-unit collective bargaining for several years. They most recently engaged in multi-unit bargaining for successor labor agreements to those Agreements expiring June 30, 2000. In the course of good faith bargaining, several issues were resolved in tentative agreement; however, other issues remain unresolved as impasse was declared. The parties utilized mediation services provided by the State Employment Relations Board (SERB). Additional issues were tentatively agreed to. The above named Fact Finder was assigned in keeping with provisions of the ORC 4117 and SERB Rules & Regulations. The parties asked the Fact Finder to assist the parties in further mediation on June 22, 2000. It was understood at that session that any position and/or offer made in mediation was an offer made without prejudice. No further agreements occurred at that session and the session was adjourned to prepare for a formal Fact Finding Hearing.

Pre-Hearing Briefs were timely filed and received from the parties and a Fact Finding hearing was convened on July 14, 2000. At that time more issues were resolved. The remaining unresolved issues were presented to the Fact Finder for his recommendation of resolution. Before adjourning the Hearing, each party indicated sufficient opportunity to introduce such documents and testimony considered relevant. When the parties indicated they had no additional facts, evidence, and/or testimony to introduce, the Hearing was adjourned.

In compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board, the following criteria were given consideration in making this Award:

1. Past collectively bargained agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in public service or in private employment.

This Report is based on facts provided in document and testimony introduced at that time and in keeping with statutory consideration cited above.

## **ISSUES OF TENTATIVE AGREEMENT**

The following issues were at tentative agreement between the parties prior to the declaration of impasse, inclusive of provisions agreed to be brought forward in this Agreement from the expiring agreement or otherwise resolved:

Article	Title	Article	Title
	Preamble	Article 14	Funeral Leave
Article 1	Purpose	Article 17	Vacations
Article 2	Recognition	Article 21	Hours of Work
Article 3	Management Rights	Article 22	Grievance Procedures
Article 4	Access to Premises	Article 23	Labor/Management Committee
Article 5	Dues Deduction	Article 24	No Strike
Article 6	Union Representatives	Article 25	Severability
Article 7	Non-Discrimination	Article 27	Waiver
Article 8	Layoff and Recall	Article 28	Performance Evaluation
Article 9	Personnel Files	Article 29	Jury Duty
Article 10	Discipline	Article 31	Safety
Article 11	Bulletin Boards		Memorandum of Understanding

**Note:** Article Nos. Refer to Patrol Officer Agreement...Article number and exact language differs in the Sergeants and Dispatcher Agreement.

## **ISSUES OF TENTATIVE AGREEMENT AT FACT FINDING**

The following Articles were withdrawn or otherwise resolved at the Fact Finding Hearing:

Article	Title	Article	Title
Article 16	Personal Day	Article 32	Seniority
Article (New)	Shift Assignment		

## **ISSUES AT IMPASSE**

The following issues were at impasse at time of the Fact Finding Hearing:

Article	Title	Article	Title
Article 12	Sick Leave	Article 20	Uniform Allowance
Article 13	Injury Leave	Article 26	Insurance
Article 18	Overtime	Article 30	Education Incentive
Article 19	Wages		Execution/Duration

**SUMMARY OF THE RESPECTIVE POSITIONS  
ON ISSUES AT IMPASSE**

The following Articles remain, in part and/or whole, unresolved at Fact Finding:

<b>Employer</b>	<b>Issue</b>	<b>Union</b>
<p><b>Sec. 12.2</b> - Rate -Accrual rate from 4.6 to 3.1 hours on a Bi-weekly pay period rather than 80 hrs. worked.</p> <p><b>Sec. 12.5</b> - Retain current lang.</p> <p><b>Sec. 12.7</b> - Add qualification provision making annual buy off eligibility for employees that have used 24 hrs. or less sick lv. in the prior year.</p>	<p><b>Article 12</b> <b>Sick Lv</b></p>	<p><b>Sec. 12.2</b> - Current Lang.</p> <p><b>Sec. 12.5</b> - Inc. conversion rate of accrued and unused sick lv. retirement buy off from 25% to 30%.</p> <p><b>Sec. 12.7</b> - Retain current lang.</p>
<p><b>Sec. 4</b> - Retain current lang.</p>	<p><b>Article 13</b> <b>Injury Lv</b></p>	<p><b>Sec.4</b> - Change Injury Lv period from 30 days to 90 days.</p>
<p><b>Sec. 1</b> - Retain current lang.</p> <p><b>Sec. 2</b> - Retain current lang.</p> <p><b>Sec. 3</b> - retain current lang.</p>	<p><b>Article 15</b> <b>Holidays</b></p>	<p><b>Sec. 1</b> - Add Easter Sunday as an observed Holiday</p> <p><b>Sec. 2</b> - Add Easter Sunday to be at the Holiday pay rate of 2 ½ times regular rate, if worked.</p> <p><b>Sec. 3</b> - Delete last 2 sentences in Section.</p>
<p><b>Sec. 1</b> - Base OT compensation on 40 hr/wk, delete 8 hr. day factor. Use hrs worked, exclude paid time off in computation of OT compensation. Paid for at time attained.</p> <p><b>Sec. 2</b> - Reduce OT compensation accumulation from 200 hrs. To 40 hrs.</p> <p><b>Sec. 3</b> - Retain current lang.</p> <p><b>Sec. 5</b> - Retain current lang.</p>	<p><b>Article 18</b> <b>Overtime</b></p>	<p><b>Sec. 1</b> - Retain current lang.</p> <p><b>Sec. 2</b> - Retain current OT comp. accrual at 200 hrs. Delete last 2 sentences in sec. and replace with lang. that provides use of comp. time "will not unduly disrupt the operation of the department."</p> <p><b>Sec. 3</b> - Provision added that requires use of seniority in assigning special duty assignments.</p> <p><b>Sec. 5</b> - Increase min. report time for court duty from 2 to 4 hours.</p>

Employer	Issue	Union
<p><b>Sec. 3</b> - Inc. rate of pay:  3% eff. 7-1-00  2.5% eff. 7-1-01  2.5% eff. 7-1-02</p> <p><b>Sec. 4</b> - Retain current lang.</p> <p><b>Sec. 5</b> - Retain current lang.</p> <p><b>Sec. (New)</b> - Longevity pay: Reject.  <b>Sec. (New)</b> - Investigator premium pay:  Reject.</p>	<p><b>Article 19</b>  <b>Wages</b></p>	<p><b>Sec. 3</b> - Inc. rate of pay:  6% eff. 7-1-00  6% eff. 7-1-01  6% eff. 7-1-02</p> <p><b>Sec. 4</b> - Officer in Charge pay inc. from  2% to 5%. (Patrol Off. only)</p> <p><b>Sec. 5</b> - Inc. shift differential pay by  5¢/hr.</p> <p><b>Sec. (New)</b> - Add longevity pay schedule</p> <p><b>Sec. (New)</b> - Add "Investigator" premium  pay. (Patrol Off./Sgts. only)</p>
<p><b>Sec. 2</b> - Delete  <b>Sec. 3</b> - Delete</p>	<p><b>Article 20</b>  <b>Hrs. Of Wk.</b>  <b>(Dispatchers Only)</b></p>	<p><b>Sec. 2</b> - Retain current lang.  <b>Sec. 3</b> - Retain current lang.</p>
<p>Retain current lang.</p>	<p><b>Article 20</b>  <b>Uniform Allowance</b></p>	<p>Increase rate from \$600.00 to \$650.00  per yr. (Patrol/Sergeants)  Provide uniform dry cleaning  reimbursement in addition to this rate.</p> <p>Provide current lang., in addition to  proposed changes, be included in  Dispatcher Agreement.</p>
<p><b>Sec. 1</b> - Revise monthly premium  payment provision that the  employee pays a min. of 5% for  CY 2001; Employer pay limited  to 8% inc. of rate pd. eff. 7/1/00,  and up to an additional 8% inc.  eff. 7-1/01. If rates inc.  exceeds 8%, the employee pays  excess.</p>	<p><b>Article 26</b>  <b>Insurance</b></p>	<p><b>Sec. 1</b> - Retain current lang.  <b>Sec. 3</b> - Retain current lang.</p>
<p><b>Sec. 3</b> - Revise provision , regarding  convening of ins. committee to  30 days prior to any potential  change instead of set day annual  review.</p>		

Employer	Issue	Union
Retain current lang. except for: <b>Sec. 2</b> - delete "completion of a degree in law enforcement studies".	<b>Article 30</b> <b>Education Incentive</b>	<b>Sec. 2</b> - Propose that reimbursement of personal expenses related to training attained under this Article are not deducted from the monies authorized under the terms of this Article.  <b>Sec. 3</b> - Propose this provision apply to Dispatchers, limited to a max. of \$275.00 in addition to other provisions set forth in the Patrol Off./Sgt. Agreements.
Retain current structure of duration. (July - June, 3 yr. duration.)	<b>Article __</b> <b>Execution/Duration</b>	Propose duration of respective Agreements to be July 1, 2000 - December 31, 2002.

- Note:**
- (A) **There may be more than one issue at impasse in a stated Article.**
  - (B) **Issues at impasse effect all bargaining units in the same or similar manner, unless otherwise stated.**
  - (C) **Article numbering and language is not necessarily the same in all Contracts.**
  - (D) **Articles listed reflect Patrol Officer and Sergeant current Agreement numbers. Issues in dispute apply to all bargaining units, unless otherwise specifically stated.**
  - (E) **Sections of the following Articles not specifically addressed are considered tentatively agreed to be carried forward in current language into the respective agreements unless otherwise stated.**

## **DISCUSSION & DETERMINATION**

### **General**

The economic issues at impasse are considered collectively. Economic impact was reviewed in context of cost estimates of issues tentatively agreed to as well as those economic issues at impasse. Recommendations were made on an item by item basis as called for under ORC 4117. Uniform financial documents reflecting current and previous year's expenditure and income were not introduced into the record. Thus, Employer argument based on spending and income data cannot be confirmed or questioned. The Employer raises no argument of inability to pay. Therefore, facts presented based on past costs and current projections are not questioned in support of its position regarding what constitutes appropriate wage and/or benefit levels. However, argument based on Employer computations of dollars spent or percentages based on dollars spent can neither be confirmed nor denied. The financial situation of the Employer has been described as stable and/or "healthy" in recent years. Such has been without challenge.

A strong financial condition is not cause, in and by itself to grant the increased economic demands under such condition. This fact does give general weight to retain current employee benefit levels, subject to convincing argument that is persuasive that action to the contrary is justified. Recommended economic increases are subject to similar persuasive evidence and persuasion. Such are subject to applicable standards commonly used in Fact Finding.

### **Comparables**

Several exhibits of comparables were submitted by each party addressing various issues at impasse. Such comparables are used as the Fact Finder determines most appropriate and the extent applicable in light of the totality of issues before him. Total employer cost for employee economic benefits are effected not only by the base wage rate, but also premium pay terms and insurance, to mention a few. No set of comparables reflects comprehensive data relating to all issues in dispute. At best, comparables give general direction regarding trends and priorities and are given due consideration within these stated parameters.

**Fact Finder's Determination  
Issue by Issue**

<b>Issue</b>	<b>Discussion/Determination</b>
<b>Article 12 Sick Lv</b>	The respective proposed changes in this issue appear economically driven. The Employer proposed changes would reduce cost of this benefit while the new provision made by the Union would increase the overall benefit cost. Upon review of the proposals, supportive information and argument, the Fact Finder is persuaded that this provision should be brought forward into the Agreement as it is stated in the expiring agreement.
<b>Determination</b>	<b>This provision should be included in the Agreement as set forth in the expiring agreement.</b>
<b>Article 13 Injury Lv</b>	Related employee benefits are found under various other terms of the Agreements in this matter. Such are considered in relation to this issue. The Union argument and evidence introduced does not support the increase in this benefit sought.
<b>Determination</b>	<b>This provision should be included in the Agreement as set forth in the expiring agreement.</b>
<b>Article 15 Holidays</b>	<p>It is found that two (2) major provisions in this Article are in dispute.</p> <p>1) The total number of paid holidays observed being increased by one (1), Easter; and 2) The manner in which compensatory time applies to Holiday pay.</p> <p>The facts presented support the contention that the addition of Easter, as a paid holiday, would be in line with comparables. It is also taken into consideration that safety forces must operate 24 hours a day and therefore increasing paid holidays is an economic benefit. This recommended increase is considered part of the overall economic recommendations in this Award.</p>

**Article 15  
Holidays  
cont'd**

The issue of Overtime/Compensatory Pay is found comprehensive in Article 18. Undo modification of that provision can, and evidently has, lead to problems in application and interpretation between the parties.

**Determination**

**This provision should be included in the Agreement as set forth in the expiring agreement with the following:**

**Section 1. Easter is to be added to the list of Holidays.**

**Section 3. Delete the last sentence in the current agreement.**

**Article 18  
Overtime**

The current agreement provides for compensation time to accrue either on a daily (8-hour) or weekly (40-hour) basis. While the Employer is correct, FLSA minimum provision addresses only the weekly 40 hour factor. However, the FLSA allows for parties engaged in collective bargaining relationships to agree to a modification on this issue. In this case, the parties have so exercised this option. The Employer also proposes to delete the need of compensatory time by its elimination and making overtime payment at the time such overtime is accrued. The arguments raised on this point are considered illustrated by the adage of throwing the baby out with the bath water. Such an action, at this time, is considered premature and unwise.

While in agreeing in principle with intent expressed by the Union, the Fact Finder is not persuaded that proposed changes in Section 2. are appropriate at this time. While the proposed change may resolve certain problems identified, inclusion of the concept also carries foreseeable issues that should be addressed by the parties prior to any change.

Inclusion of the Special Duty Work provision in the Agreements is considered inappropriate.

Adding the factor of "seniority", as proposed by the Union, without clear direction as to its limitations and purpose, is considered to add to conflict in the interpretation and application of terms in the Agreement.

Staffing and cost are interrelated as raised in argument on this issue. Cost is addressed and considered in recommendation on issues before the Fact Finder. Shift and staffing levels remain within the Employer's perview. Ability to pay, as previously noted, is not at issue at this time.

**Article 18  
Overtime  
cont'd**

Section 5 addresses the matter of court appearance time. The concept presented is different in substance from a number of comparable employers submitted on this subject. The minimum time pay is based on the overtime rate as contrasted to some comparable employers who pay straight time. Therefore, 1 ½ pay per hour equals 3 hours at straight time. This is considered as part of the total wage and economic benefit package at issue in this matter. Issue priority is not well distinguished on financial matters in dispute. Facts and testimony does not persuade the Fact Finder that this is a priority economic issue in this current round of bargaining.

**Determination**

**This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 19  
Wages**

The introductory paragraphs in this section of the Report is of particular relevance to the issues in this Article. As previously noted, the resulting recommendations in this provision are made after taking into consideration all economic issues brought before the Fact Finder. Failure to retain a competitive pay rate traditionally can cause a loss in employee stability. In light that the City is currently reflecting a stable economic condition, it is determined to be in the best interest of the community that the City provide such wage and economic benefits to retain that stability. While finding the Union proposal high and the Employer proposal low, the recommendation is a reasonable compromise in light of a review of the totality of issues in dispute.

Section 3 Document and testimony support that base wage schedules in the respective Agreements should be increased 4% annually.

Section 4 Officer in Charge Pay (Patrol Officers only). The argument to increase I-O-C Pay is not persuasive in light of other wage and benefit recommendations issued in this Award.

**Article 19  
Wages  
cont'd**

Section 5 The shift differential rate of \$0.25 for working the hours of 3:00 p.m. to 11:00 p.m. and \$0.35 for working the hours of 11:00 p.m. to 7:00 a.m., is not found excessive. As such, the respective Agreements should include the recommendation set forth below.

New Provisions: The Union proposals for inclusion of longevity pay and Investigator pay are not recommended for inclusion in the respective Agreements.

**This provision should be included in the Agreement as set forth in the expiring agreement with the following changes:**

**Section 3**

Effective July 1, 2000, all of the base wage rates shall be increased by 4%. Effective July 1, 2001, all of the base wage rates shall be increased by 4%. Effective July 1, 2002, all of the base wage rates shall be increased by 4%.

**Section 5**

Employees working between the hours of 3:00 p.m. and 11:00 p.m. shall, in addition to their base rate of pay, receive a shift differential of 25¢.

Employees working between the hours of 11:00 p.m. and 7:00 a.m. shall, in addition to their base rate of pay, receive a shift differential of 35¢.

**Article 20  
Hrs. Of Wk.  
(Dispatcher  
Agreement)**

The issue raised by the Employer regarding Dispatcher shift assignment is an attempt to regain a management right to a level previously held and then conceded in the course of bargaining. It is recognized that bargaining is the appropriate arena to regain such a right. A review of the current bargaining positions and related shift issues introduced in the 3 bargaining units do not provide a basis that is convincing enough to support a recommendation to modify the provision as the Employer proposes.

**Determination**

**This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 20  
Uniform  
Allowance**

The Union seeks a \$50.00 annual increase in uniform allowance for Patrol Officers and Sergeants while retaining current rates for Dispatchers. The Union also seeks that uniform dry cleaning costs be included for all employees in all respective bargaining units.

The increase is considered reasonable in light of the fact that such an allowance requires a receipt of payment before money is given to the employee. This recommendation is made taking into consideration the totality of economic benefits addressed in this Award. No strong resistance was noted by the Employer regarding such inclusion in this provision. Such allowance is considered reasonable and a common provision found in safety force agreements. However, the facts are not persuasive to exclude such reimbursement from the general provisions governing other uniform allowance reimbursements.

**Determination** This provision should be included in the Agreements as set forth in the expiring agreement with the following changes:

- 1) The Patrol Officers' and Sergeants' annual reimbursement rate is to be increased by \$50.00.
- 2) All Agreements at involved in this Fact Finding shall provide for employee cost reimbursement for uniform dry cleaning within the annual limits set forth in the respective Agreements.

**Article 26  
Insurance**

The respective positions on this issue are extreme. Not only are contributing cost provisions argued, but also the control of benefit levels by each party is noted as an underlying factor in dispute. It is this Fact Finder's experience that control regarding medical benefit level and/or content increases when unit employees pay a greater share of premium costs. Facts reflected in testimony and documents that the Employer desires to reduce its medical benefit cost obligation without extending the Union's decision making authority in establishing and changing such benefit levels provided.

In light of the information and testimony put forth, it is recommended that the issue be retained in its status quo.

**Determination** This provision should be included in the Agreement as set forth in the expiring agreement.

**Article 30  
Education  
Incentive**

It is significant to consider the fact that this provision relates to employee incurred expenses that are not a condition of employment. As such, exclusion of certain housing and travel reimbursements sought by the Union are not found persuasive at this time. Employer rationale to drop reimbursement for course work that leads to a degree in law enforcement is not persuasive.

**Determination**      **This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article \_\_\_  
Execution /  
Duration**

It is recognized that there are potential undesired effects related to the expiration date of a labor agreement under ORC 4117. Such effects can be addressed in the bargaining strategy engaged in by the parties. The change of the expiration date will substitute one set of inherent concerns for another. The desired result is not found resolved by a change in the expiration date of the Agreements.

**Determination**      **This provision should be included in the respective Agreements as follows:  
This Agreement shall be effective from July 1, 2000, and continue in full force and effect through June 30, 2003.**

**FACT FINDER  
DETERMINATIONS**

**Article**

**Determination**

**Article 12  
Sick Lv**      **This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 13  
Injury Lv**      **This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 15  
Holidays**      **This provision should be included in the Agreement as set forth in the expiring agreement with the following:**

**Section 1. Easter is to be added to the list of Holidays.  
Section 3. Delete the last sentence in the current agreement.**

**Article 18  
Overtime**      **This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article**

**Determination**

**Article 19  
Wages**

**This provision should be included in the Agreement as set forth in the expiring agreement with the following changes:**

**Section 3**

**Effective July 1, 2000, all of the base wage rates shall be increased by 4%. Effective July 1, 2001, all of the base wage rates shall be increased by 4%. Effective July 1, 2002, all of the base wage rates shall be increased by 4%.**

**Section 5**

**Employees working between the hours of 3:00 p.m. and 11:00 p.m. shall, in addition to their base rate of pay, receive a shift differential of 25¢.**

**Employees working between the hours of 11:00 p.m. and 7:00 a.m. shall, in addition to their base rate of pay, receive a shift differential of 35¢.**

**Article 20  
Hrs. Of Wk.  
(Dispatcher  
Agreement)**

**This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 20  
Uniform  
Allowance**

**This provision should be included in the Agreements as set forth in the expiring agreement with the following changes:**

- 1) The Patrol Officers and Sergeants annual reimbursement rate is to be increased by \$50.00.**
- 2) All Agreements at involved in this Fact Finding shall provide for employee cost reimbursement for uniform dry cleaning within the annual limits set forth in the respective Agreements.**

**Article 26  
Insurance**

**This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article 30  
Education  
Incentive**

**This provision should be included in the Agreement as set forth in the expiring agreement.**

**Article \_\_  
Execution /  
Duration**

**This provision should be included in the respective Agreements as follows:  
This Agreement shall be effective from July 1, 2000, and continue in full force and effect through June 30, 2003.**

## **DETERMINATION AND AWARD**

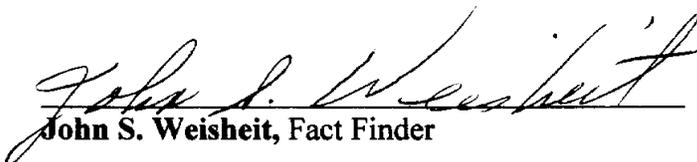
- It is recommended that all items of tentative agreement prior to Fact Finding be included in the Agreement. If not otherwise resolved by the parties, it is recommended all provisions of the expiring agreement be included in the Agreement.
- \* It is recommended the issues at impasse be included in the Agreement as set forth in the preceding section of this Award.
- It is to be noted that the Article numbers, and certain content is different, in substance and layout, from one agreement to another. Recommended content will apply to all agreements in the same manner unless specifically otherwise stated in this Award.

## **TOTALITY OF AGREEMENT**

- This will affirm the foregoing report, consisting of **15**
- **pages**, inclusive of this page, and recommendations contained herein are made in this matter of this Award by the below signed Fact Finder.
- \* All matters presented before the Fact Finder and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.
- If there is found conflict in the Report between the Fact Finder's Discussion and his Determinations, the language in the Determination shall prevail.
- \* All matters of tentative agreement reached at the Fact Finding Hearing are recommended to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this date of **August 11, 2000**

  
John S. Weisheit, Fact Finder

# **CERTIFICATE OF SERVICE**

*This will affirm that the Fact finding Report in the Matter of Fact finding between*

<b>BETWEEN</b>	
<b>The Ohio Patrolmen's Benevolent Association</b>	
<b>And the</b>	
<b>City of London, Ohio</b>	<b>CASE NO: SERB 00-MED-04-0469 00-MED-04-0470 00-MED-04-0471</b>

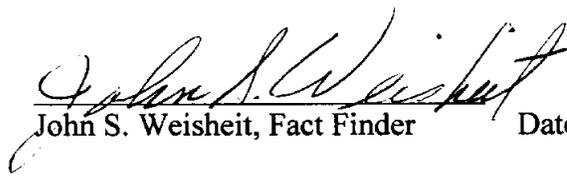
*was served to the below named parties at the stated addresses*

Joseph M. Hegedus, Esq.  
Climaco, Lefkowitz, Peca, Wilcox & Garofoli,  
Co., L.P.A.  
175 S. Third St., Suite 820  
Columbus, OH 43215

Marc A. Fishel, Esq.  
Downes & Hurst  
300 S. Second St., 2<sup>nd</sup> Floor  
Columbus, OH 43215-5095

*by U.S. Postal Service Mail, overnight express, on August 11, 2000.*

*I affirm, to the best of my knowledge that the foregoing is true and accurate and in keeping with ORC 4117 and related SERB Rules and Regulations..*

  
John S. Weisheit, Fact Finder      Date *Aug 11, 2000*