

**IN THE MATTER  
OF  
INTEREST ARBITRATION  
FACT-FINDING  
OPINION & AWARD**

STATE EMPLOYMENT  
RELATIONS BOARD

2003 JUN 24 A 10: 18

<b>BETWEEN</b>	<b>CASE NO:SERB 03-MED-0278 - Unit 1 SERB 03-MED-0279 - Unit15</b>
<b>OHIO STATE TROOPERS ASSOCIATION AFL-CIO</b>	<b>FACT FINDER: JOHN S. WEISHEIT</b>
<b>And the</b>	<b>HEARING DATE(S): June 5, 13, 2003</b>
<b>STATE OF OHIO</b>	<b>AWARD ISSUED: June 23, 2003</b>

**REPRESENTATION  
by**

<b><u>Employer Representatives</u></b> <b>Gary C. Johnson, Esq.</b>	<b><u>Union Representatives</u></b> <b>Herschel M. Sigall, Esq.</b>
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**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 in keeping with applicable provisions of ORC 4117.

## BACKGROUND

The State of Ohio, hereinafter called the "Employer" and/or "The State", recognizes the Ohio State Troopers Association, AFL-CIO, hereinafter called the "Union" and/or the "OSTA", for all Highway Patrol Troopers; Highway Patrol Radio Dispatchers; Highway Patrol Communication Technicians 1 & 2; Highway Patrol Electronic Technicians 1, 2, & 3; Highway Patrol Radio Operators for the purpose of collective bargaining identified as **Unit 1**. This Bargaining Unit consists of approximately 1,500 members. The OSTA also represents Highway Patrol Sergeants in **Unit 15** composed of about 285 employees.

The OSTA and the State engaged in good faith multi-unit collective bargaining for a successor Collective Bargaining Agreement for each of the above identified units. In the course of bargaining, many issues reached tentative agreement. When it became apparent that total agreement was surfacing, the Fact Finder was asked to engage in mediation regarding remaining unresolved issues. June 5, 2003, the Fact Finder met with the parties jointly and separately in an effort to reach settlement on the outstanding issues. While this effort did attain resolution on a number of issues, some issues remained unresolved and were moved forward to Fact Finding. A formal Fact-Finding Hearing was conducted on June 13, 2003, to deal with the remaining issues. It was understood at that meeting that any information shared with the Fact-finder and/or offer made in mediation could be used by the Fact Finder in the course of his deliberation and rendering of this Fact Finder's Report. At the Fact Finding Hearing, the parties clearly identified the outstanding unresolved issues, set forth their respective positions on each, and submitted such testimony and documents to support their respective position on an item by item basis. The parties indicated they had nothing additional to submit on behalf of their bargaining position and acknowledged that they had sufficient opportunity to present such facts and documentation to support their respective positions. The Fact Finder was asked to write a Fact Finding Report and timely submit it to the parties by June 23, 2003. The Hearing was then 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 the determinations set forth in 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 PRIOR TO MEDIATION**

All issues submitted to negotiations were tentatively agreed to, withdrawn, deleted, or otherwise resolved by the parties prior to mediation for inclusion in the successor Agreement except for those listed in the following section.

**UNRESOLVED ISSUES**  
**PRIOR TO MEDIATION**

All matters in the respective collective bargaining agreements have been tentatively agreed to between the parties prior to the mediation except for all or part selected parts of the following Articles of the identified Agreements.

Article	Topic	Bargaining Unit	
		Unit 1	Unit 15
16	Probationary Employees	X	
20	Grievance Procedure	X	X
22	Highway Patrol Dispatchers, & Radio Operators	X	
26	Hours of Work and Work Schedules	X	X
27	Overtime	X	X
30	Transfers/Payment for Moving Expenses	X	X
31	Residency	X	X
37	Educational Incentive and Training	X	X
40	Physical Fitness & Wellness Policy	X	X
44	Holidays	X	X
60	Wages	X	X
62	Longevity Pay	X	X
64	Hazard Duty Pay	X	X
APP C	Classification Review		X
APP E	Classification Review	X	

**TENTATIVE AGREEMENT  
OF ISSUES AT IMPASSE AT MEDIATION**

The following Articles, containing all or selected sections unresolved at the time of mediation, reached tentative agreement, were withdrawn, or otherwise resolved by the parties prior to the Fact Finding Hearing:

<b>Article</b>	<b>Topic</b>
<b>20</b>	<b>Grievance Procedure</b>
<b>37</b>	<b>Educational Incentive</b>
<b>44</b>	<b>Holidays</b>
<b>60</b>	<b>Wages</b>
<b>62</b>	<b>Longevity</b>
<b>App (C)(E)</b>	<b>Classification Review</b>

**ISSUES AT IMPASSE  
AS PRESENTED AT THE FACT FINDING HEARING**

The following issues were introduced at the Fact Finding Hearing as being at impasse with the identified bargaining unit.

<b>Article</b>	<b>Subject</b>	<b>Bargaining Unit</b>	
		<b>Unit 1</b>	<b>Unit 15</b>
<b>16</b>	<b>Probationary Employee</b>	<b>X</b>	
<b>22</b>	<b>Highway Patrol Dispatchers/Communicators Technicians/Radio Operators</b>	<b>X</b>	
<b>26</b>	<b>Hours of Work and Work Schedules</b>		<b>X</b>
<b>27</b>	<b>Overtime</b>	<b>X</b>	<b>X</b>
<b>30</b>	<b>Transfers/Payment for Moving Expenses</b>	<b>X</b>	<b>X</b>
<b>31</b>	<b>Residency</b>	<b>X</b>	<b>X</b>
<b>40</b>	<b>Physical Fitness and Wellness Policy</b>	<b>X</b>	<b>X</b>
<b>64</b>	<b>Hazardous Duty Pay</b>	<b>X</b>	<b>X</b>

## **FACT FINDER'S DISCUSSION & DETERMINATION**

### **Bargaining History & Pattern Bargaining**

The State has traditionally entered into a “Pattern Bargaining” with the unions representing the employees in their respective bargaining units. Unlike pattern bargaining in the auto and steel manufacturing setting, the State initiated the concept rather than the Unions. The State first bargains the contract with the Ohio Civil Service Employees Association/AFSCME (OCSEA) which represents about 40,000 of some 60,000 employees of the State’s unionized work force. The pattern is based on terms established in the resulting OCSEA Agreement. The pattern includes the level of resolution it seeks with the remaining smaller bargaining units including such issues such as wage , insurance, leave, and other terms considered appropriate in the respective successor contracts. For the most part, the contract negotiations of subsequent agreements resulted in agreement of pattern issues by the remaining bargaining units. OSTA is the last unit to complete its negotiations with the State in this current round of bargaining.

Traditionally, neutral Fact Finders and Conciliators called upon by the State and the different unions representing the respective employee bargaining units have consistently upheld the pattern positions in their determinations. Only in limited instances, where the union argument and evidence is overwhelmingly compelling, have neutrals ruled against a pattern term as proposed by the State and to side with the union position on issues at impasse.

The State, in recent rounds of bargaining, has introduced more proposed changes in the course of bargaining rather than simply respond to union initiated proposals for change. While many State initiated concerns are most often economically driven, others address operational concerns and the attainment of more uniform terms regarding work practices common to all State employees. A number of issues moved to impasse by OSTA in this current round of bargaining have been addressed in prior negotiations.

The weight extended to pattern bargaining can best be exemplified by Fact Finder Jonathan Dworkin in his 1997 Fact Finding Award for the State and OSTA when he said:

**“ The Union must overcome the pattern by connecting the key item to the duties of the employees it represents. The burden is thus very heavy, because the key items are usually general benefits, and terms and conditions of state employment, not rationally connected to the job duties of a position....”<sup>1</sup>**

Some of the issues before the Fact Finder in this instant case are reviewed given pattern bargaining consideration in keeping with accepted past determinations.

### **Economic Trends**

The current general economic trends are recognized by all parties as having adversely affecting the State’s current financial conditions. This is clearly recognized in the resulting bargaining pattern commencing with the OCSEA Agreement and inclusive of the remaining State labor agreements. There has been universal acceptance of a benefit freeze in wage and other economic provisions in the settlements to date. OSTA also acknowledged this situation and the current trend in prior bargaining settlements is exemplified in its tentative agreement with the State on Article 60 Wages.

The economic issues at impasse are considered collectively. Economic impact was reviewed in context of issues tentatively agreed to as well as the economic consideration of issues at impasse. Recommendations were made on an item by item basis and other fact considerations as set forth in ORC 4117. The Fact Finder uses generally accepted standards applied in making a finding and recommendation in interest arbitration in this instant situation.

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<sup>1</sup> Statutory Impasse Proceedings State Employment Relations Board Fact-Finding Recommendations, In the impasse between the State of Ohio Office of Collective bargaining and Ohio State Troopers Association Units 1 & 15 AFL-CIO, SERB Case No. 97-MED-04-536 & 97-MED-04-537, Issued November 4, 1997.

All projected issues are assessed for the possibility of requiring additional cost. If such cost is determined to be a factor, all economic factors are considered collectively. As a generally accepted practice in interest arbitration matters (i.e. Fact Finding), such matters are then considered as a new or additional increase in the bargaining units' cost for the duration of the Agreement.

**General**

Those terms tentatively agreed to in Articles identified at impasse are to be included in the Agreement as agreed to by the parties as well as any subsequent recommendation of the Fact Finder.

## FACT FINDER'S DETERMINATION

### ISSUE BY ISSUE

The following includes the Fact Finder's recommendation regarding the Articles at impasse on an issue by issue basis.

Issue	Discussion/Determination
<p data-bbox="272 590 505 680"><b>Art. 16 (Unit 1&amp;15) Probationary Employees</b></p> <p data-bbox="272 716 358 741"><b>Sec. 16</b></p>	<p data-bbox="553 590 1458 848">The Employer seeks to change the probationary period for troopers from 180 to 365 days while increasing such period radio operators and electronic technicians from 120 days to 180 days. The State argues it needs more time to evaluate new hires due to the continuing technical upgrading of the jobs. In the case of the Troopers, the State notes that most new hires spend much of the current probationary period in the Academy. This limits the opportunity observe job performance.</p> <p data-bbox="553 890 1398 995">The OSTA argues the probationary time currently provided is adequate. It further contends current terms provide for the State's right to extend the probationary period of a new hire.</p> <p data-bbox="553 1037 1458 1402">Generally, public employee probationary period exceeds that commonly found in the private sector. The fact that the training and skill level of the bargaining unit members in this instant case is ever expanding and under public scrutiny gives cause to support the Employer's proposal. The fact that most comparable employer/union contracts provide a one year probation period is not, by itself, persuasive. Some concern was registered by the Union as to the effect of imposing the Employer's proposed change would have on those employees who are currently on probation is so recognized and addressed.</p> <p data-bbox="553 1451 1458 1627">The current contract term addressing probation extension, as well as that expressed by the State, requires mutual agreement of the State and the Union. It is also taken into consideration that pattern reflected in other State/union Agreements provide for a 1-year probationary period.</p>

<p><b>Art. 16 (Unit 1&amp;15) Probationary Employees</b></p> <p><b>Sec. 16 cont'd</b></p> <p><b>Recommendation</b></p>	<p>Matters regarding terms and conditions of initial hiring is an inherent management right, limited only by the express terms of the Contract. The inclusion of the State's proposed revision in this matter is persuasive with the inclusion of language that clearly indicates it will not apply to current probationary employees.</p> <p><b>Article 16 should be included in the Agreement as set forth in the prior agreement as modified by the parties and with the first paragraph reading:</b></p> <p><b>"All newly hired employees shall serve a probationary period. The probationary period for Troopers shall be three hundred and sixty-five (365) days. The probationary period for Dispatchers, Radio Operators and Electronic Technicians shall be one hundred eighty (180) days. Current probationary employees shall serve for the probation period in effect as of the date of initial employment."</b></p>
<p><b>Art. 22 (Unit 1) Hwy Patrol Dispatchers/ Communicators/ Technicians/ Radio Operators</b></p> <p><b>Recommendation</b></p>	<p>There was no persuasive or compelling fact or reason put forth to support increasing mandatory overtime from 1 ½ to 2 ½ the member's rate of pay.</p> <p><b>Article 22 should be included in the Agreement as it appears in the expiring agreement including an tentative agreed to provisions by the parties.</b></p>

<p><b>Art. 26 (Unit 15) Hrs of Work &amp; Work Schedules</b></p> <p><b>Recommendation</b></p>	<p>The OSTA proposal calls for the establishment of permanent shift assignment for Sergeants based on seniority. The State seeks to retain current language and practice.</p> <p>Again, the argument raised by the OSTA to support its contention in this matter is found lacking the substance to render a determination in its favor.</p> <p>The OSTA proposes the creation of the position of Administrative Sergeant. The proposal is rejected by the State.</p> <p>Staffing matters are clearly a matter of management reserved rights. No convincing facts or argument is found to recommend changes in this provision.</p> <p><b>Article 26 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.</b></p>
<p><b>Art. 27 (Unit 1 &amp; 15) Overtime</b></p>	<p>In Section 27.02(2), the Union seeks to attain for employees assigned to the Ohio Turnpike the right to take compensatory time in lieu of cash pay. It contends this proposal would apply compensatory time rights in a more equitable manner to all bargaining unit members.</p> <p>The State seeks to maintain this provision in its current context. It contends the current terms allow for greater efficiency in operations as well as controlling cost and scheduling issues.</p> <p>This has been a long standing provision for Highway Patrol employees assigned to the Ohio Turnpike. The Turnpike is under the operation auspices of the Ohio Turnpike Commission</p> <p>Most persuasive in this matter is the fact that the terms in question have been long standing and known to Highway Patrol employees prior to accepting assignment on the Ohio Turnpike. The State's argument that there is the possibility of additional cost associated with covering for employees taking compensatory time off. Employees working the Turnpike are not denied the earned overtime pay at the 1 ½ times rate.</p> <p>The Union argument and supporting facts are not found persuasive to change terms of this issue.</p>

**Art. 27 (Unit 1 & 15)  
Overtime cont'd**

In Section 27.02, the OSTA seeks a provision that includes time on pre-approved or scheduled sick leave to be used in computing Active-Pay Status for attaining compensatory time.

The State opposes this proposal. It argues the current provision has been established in state employee contracts and other employee relations policies.

Inclusion of any leave time in computation of compensatory time is generally rare. When it is found in a contract term, it is extremely limited. The pattern in which this provision is applied for State employees, inclusive of those with Union representation, is similar to the terms in the OSTA current agreement at Section 27.02.

The OSTA argument is not persuasive on this issue to recommend a change from established language.

The Employer seeks to change terms of mandatory overtime, as set forth in Section 27.03, from the current least senior employee at the facility to employees by classification and in an equitable manner.

The OSTA has also proposed to change Section 27.03 to increase mandatory overtime from 1 ½ times to 2 ½ times regular pay. This proposal counters the existing established overtime practice and the facts are not convincing that it would resolve the identified concerns.

It is clear that a change is called for regarding the handling of mandatory overtime in Section 27.03. Both parties address a means to rectify the existing and future concerns in this matter.

However, the State's proposal is found to more appropriately address the issue in this matter. Operational concerns of the State and fair consideration of the employees' interest and willingness to accept overtime needs to be give appropriate consideration.

<p><b>Recommendation</b></p>	<p><b>Article 27 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties and include the following language in Section 27.03:</b></p> <p><b>It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the right of the Employer.</b></p> <p><b>Mandatory overtime, assigned by the Employer, shall be assigned as equitably as practical and shall first be assigned to members in the classification that routinely perform the required task at the facility. In the event of multiple overtime assignments, reverse seniority shall be used.</b></p> <p><b>Good faith attempts will be made to equalize overtime opportunities at any one installation.</b></p>
<p><b>Art. 30 (Unit 1) Transfers/ Pay for Moving Exp.</b></p>	<p>The State proposes that the position of investigator be determined by qualification first and if qualifications are determined equal, then seniority would prevail.</p> <p>OSTA seeks to retain the ability and seniority language regarding Trooper transfers to the investigator position. The State argues it will incorporate Unit 15 concept, on this issue, in the Unit 1 contract. It argues the significant difference in skills and personality traits are required in the performance of investigator duties than those required for road patrol Troopers.</p> <p>The facts do not support current language is adversely affecting in obtaining and assigning deemed qualified candidates for specialty positions. While the State focuses its attention on the filling of a plain clothes investigator position, the proposed language deletes any reference to other speciality positions. This creates a void in making the terms of this provision meaningful.</p>

<p><b>Art. 30 (Unit 15) Transfers/ Pay for Moving Exp. Cont'd</b></p> <p><b>Recommendation</b></p>	<p>Two recent arbitration decisions addressed this issue. Neither involved assignment to a plain clothes investigator position. Of more importance, in one case the State's action was determined proper and in the other, the State was found to have violated the terms of the Contract. A review of both awards does not indicate any inherent undue restrictions on the State in attaining qualified personnel to fill any specialty position.</p> <p>No current language is found to impede the State's right to determine the abilities deemed necessary for the successful candidate to possess for any specialty position. Considering this in light of the times and current bargaining climate, there is not determined a sense of urgency to include this change at this time.</p> <p><b>Article 30 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.</b></p>
<p><b>Art. 31 (Unit 1&amp;15) Residency</b></p> <p><b>Recommendation</b></p>	<p>The OSTA proposes employees in specialty positions and dog handlers to have their residency requirements extended to a 50 mile radius from the current 30 mile radius.</p> <p>The State rejects this proposal.</p> <p>The facts are persuasive that increasing the residency provision, as proposed by the OSTA, would cause additional cost to the State for transportation use of State vehicles.</p> <p>Consistent with the basis for the decision reached in Article 30, the 30 mile standard is of long standing. The case presented to increase the mileage radius is not persuasive.</p> <p><b>Article 31 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions of the parties.</b></p>

<p><b>Art. 40 (Unit 1&amp;15)</b>  <b>Phys. Fitness</b>  <b>Wellness</b></p>	<p>The OSTA proposes 3 changes in this Article.</p> <ol style="list-style-type: none"> <li>1. Increase the excess weight provision in Section 40.02 from 15% to 20%;</li> <li>2. Section 40.03, Progressive Discipline, is proposed to be deleted; and</li> <li>3. An increase in fitness incentive pay by \$10.00 each year of the Contract, as provided in Section 40.06.</li> </ol> <p>The State rejects these changes citing modifications made in the last round of bargaining and contends the program has worked well in its present form.</p> <p>There is a super cap of 25% excess weight provision in the program. State Argument is persuasive that any increase in this term will adversely effect its purpose in the program.</p> <p>Disciplinary actions, inclusive of discharge are provided elsewhere in the Article. To remove this provision could result in summary discharge without progressive discipline. Such a change is not found in the interest of either party.</p> <p>An increase of incentive pay is determined in conflict with the wage and economic freeze pattern established and recognized by OSTA.</p>
<p><b>Recommendation</b></p>	<p><b>Article 40 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.</b></p>

<p><b>Art. 64 (Unit 1&amp;15) Hazardous Duty Pay</b></p> <p><b>Total Article</b></p>	<p>The OSTA proposes the Hazardous Duty Pay provision removed from the prior Agreement be reinstated in this Agreement.</p> <p>The State rejects this proposal based on economic principles and prior bargaining strategies.</p> <p>In the second year of the prior agreement a classification audit was conducted for Dispatchers, Troopers, and Sergeants. It resulted in an increase in the rate of base pay rate for employees in these classifications.</p> <p>An integral part of the classification audit itself is the hazards of the duty. Appendix E - Classification Review reflects the understandings of the parties:</p> <p style="text-align: center;"><b>“If it is determined by the compensation analysis that a higher pay range assignment is warranted, the current hazard pay will be used to offset any pay range increase.”</b></p> <p>To reinstate this provision, as proposed by the OSTA, would constitute an increase in compensation. This would be in direct conflict with the general economic pattern bargaining principles already agreed to.</p>
<p><b>Recommendation</b></p>	<p>There is no denial that hazards and risks are associated in the performance of duties by Dispatchers, Troopers, and Sergeants. Such was and is given consideration in determining the wage compensation of those so employed.</p> <p><b>Article 64 should not be included in the Agreement.</b></p>

**FACT FINDER'S  
RECOMMENDATIONS**

The following are the Fact Finder's recommendations on the issues at impasse

<b>Recommendation</b>
<p><b>Article 16 should be included in the Agreement as set forth in the prior agreement as modified by the parties and with the first paragraph reading:</b></p> <p><b>“All newly hired employees shall serve a probationary period. The probationary period for Troopers shall be three hundred and sixty-five (365) days. The probationary period for Dispatchers, Radio Operators and Electronic Technicians shall be one hundred eighty (180) days. Current probationary employees shall serve for the probation period in effect as of the date of initial employment.”</b></p>
<p><b>Article 22 should be included in the Agreement as it appears in the expiring agreement including an tentative agreed to provisions by the parties.</b></p>
<p><b>Article 26 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.</b></p>
<p><b>Article 27 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties and include the following language in Section 27.03:</b></p> <p><b>It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the right of the Employer.</b></p> <p><b>Mandatory overtime, assigned by the Employer, shall be assigned as equitably as practical and shall first be assigned to members in the classification that routinely perform the required task at the facility. In the event of multiple overtime assignments, reverse seniority shall be used.</b></p> <p><b>Good faith attempts will be made to equalize overtime opportunities at any one installation.</b></p>

**Article 30 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.**

**Article 31 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions of the parties.**

**Article 40 should be included in the Agreement as set forth in the prior agreement including any tentative agreed to provisions by the parties.**

**Article 64 should not be included in the Agreement.**

## TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of 19 pages, inclusive of this page, and recommendations contained herein are made in this matter of this Award by the below signed Fact Finder.

All issues of tentative agreement prior to Fact Finding are recommended to be included in the Agreement.

All matters of tentative agreement reached at the Fact Finding Hearing are recommended to be included in the Agreement.

All matters presented before the Fact Finder and not specifically recommended for inclusion in the Agreement are not 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 **June 23, 2003**.

  
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>Ohio State Troopers Association</b>	<b>CASE NO(s): SERB 03-MED-03-0278</b>
<b>v</b>	<b>03-MED-03-0279</b>
<b>State of Ohio, Office of Collective</b>	

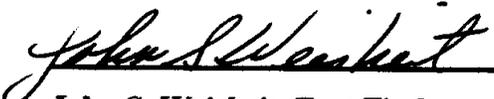
*was served to the below named parties at the stated addresses*

<b>Herschel M. Sigall</b> <b>Ohio State Troopers Association</b> 6161 Bush Boulevard Suite 130 Columbus, OH 43215	<b>Mr. Gary C. Johnson</b> <b>Johnson &amp; Angelo</b> 1700 N. Point Tower 1001 Lakeside Ave. Cleveland, OH 441114
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by U.S. Postal Service mailed, overnight express, on **June 23, 2003**.

Copy of this Award was submitted U. S. Postal Service by First Class Mail to  
Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213,  
on **January 23, 2003**.

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**      June 23, 2003  
**Date**