

**FACT FINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO**

STATE EMPLOYMENT
RELATIONS BOARD

2009 JUL 27 P 12: 47

IN THE MATTER OF :
FACT FINDING BETWEEN :
 :
FAIRFIELD TOWNSHIP :
BOARD OF TRUSTEES, :
POLICE DEPARTMENT; :
PUBLIC EMPLOYER : **REPORT OF THE**
 : **FACT FINDER**
-AND- :
 :
FRATERNAL ORDER OF POLICE, :
OHIO LABOR COUNCIL, INC.; :
EMPLOYEE ASSOCIATION :

SERB CASE NO(S): 08-MED-12-1402;
08-MED-12-1403

BARGAINING UNIT: The Bargaining Unit consists of all full-time Police Officers (08-MED-12-1402); and, all full-time Sergeants (08-MED-12-1403)

FACT FINDING PROCEEDING: July 7, 2009; Fairfield, Ohio

FACT FINDER: David W. Stanton, Esq.

APPEARANCES

FOR THE PUBLIC EMPLOYER:
Jack F. Grove, Esq., Law Director
Richard J. St. John, Police Chief
Michael Rahall, Township Administrator

FOR THE UNION
Mark A. Scranton, Staff Rep.
James Souhrada, Sergeant
Rob Judy, Police Officer

ADMINISTRATION

By correspondence dated March 6, 2009 from the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his mutual selection to serve as Fact Finder to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-9-05(j), in an effort to facilitate resolution of those issues that remained at impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful. Through the course of administrative aspects of scheduling this matter, the Fact Finder discussed with the Parties, the overall “atmosphere” relative to the prior negotiation efforts by and between them and learned that overall these Parties have enjoyed, and will likely continue to enjoy, what can best be characterized as an amicable, yet achieved by incremental measures, collective-bargaining relationship.

On July 7, 2009, a Fact Finding Proceeding was conducted wherein prior to the commencement of the presentation of evidence and supporting arguments, the Parties were offered Mediation with the assistance of the Fact Finder concerning those issues that remained at impasse. The Parties engaged in continued negotiations and provided the Undersigned with periodic updates. During the course thereof, there were certain items that were tentatively agreed to that will be referenced herein and recommended for inclusion in that portion of the “tentative agreements” that were reached prior to the Fact Finder’s involvement herein.

During the course of the Fact Finding Proceeding, each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supportive of positions advanced. The evidentiary record of the proceeding was subsequently closed

at the conclusion of the Fact Finding Proceeding, and those issues that remain at impasse are the subject matter for the issuance of this Report and Recommendations with supporting rationale hereunder.

STATUTORY CRITERIA

The following findings and recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interest and concerns; and, are made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the Fact Finding process as follows:

1. Past collectively- bargained agreements, if any, between the Parties;
2. Comparison of 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 interests and welfare of the public and the ability of the public employer to finance and administer the issues proposed and the effect of the adjustment on a normal standard of public service;
4. The lawful authority of the Public Employer;
5. Any stipulations of the Parties; and,
6. Such other factors not confined in 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 the public service or in private employment.

THE BARGAINING UNIT DEFINED: ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY; AND, GENERAL BACKGROUND CONSIDERATIONS

As the evidentiary record demonstrates, this represents the Parties' efforts to negotiate a successor Collective Bargaining Agreement between the Fairfield Township,

Board of Trustees, the Police Department it operates, hereinafter referred to as the “Employer” and the Fraternal Order of Police, Ohio Labor Council Inc., herein after referred to as the “Employee Association” and/or the “Union”. As the record demonstrates, the Parties have engaged in negotiation sessions on February 2; February 13; February 23; February 18; March 5; March 24; April 8; and, April 17, 2009 prior to the determination that impasse existed and notified the undersigned that indeed a Fact Finding Proceeding was necessary to address the unresolved issues that remained.

During the course of the administrative aspects of scheduling this matter, the Fact Finder proposed to the Parties to engage in Mediation efforts with the assistance of the Fact Finder, and the Parties were amenable to do so and such was indeed engaged in prior to the presentation of evidence through the Fact Finding Proceeding. The Parties made great strides without the Undersigned’s “active” participation and assistance and were able to significantly reduce the number of issues at impasse. Unfortunately, while certain issues were resolved and will be addressed herein as such, the impasse remained and thus the issuance of this Report containing “Recommendations and Rationale” in support thereof is issued for consideration by the Parties.

* * * * *

As the record demonstrates, the Police Officers’ Bargaining Unit was certified by SERB on October 24, 1984 in SERB Case Number, 84-VR-05-1214. The Sergeants’ Bargaining Unit was certified by SERB on June 18, 2002 in SERB Case Number, 98-REP-11-0256. Both Certifications were amended by SERB on November 30, 2006 in SERB Case Number(s), 06-REP-09-0120; and, 06-REP-09-0119, respectively. The Recognition Article contained in the predecessor Collective Bargaining Agreement(s)

contains language, provided by the Parties in the Pre-Hearing Statements received in accordance with those timelines recognized under the Administrative Code Rules; the Police Officers' Bargaining Unit consists of all full-time Employees assigned to the classification(s) of Police Officer; and/or, Sergeant, respectively. Their responsibilities consist of performing general law enforcement duties within the Police Department recognized within Fairfield Township, Ohio. This represents an established Collective Bargaining relationship and as such there are current Collective Bargaining Agreements or predecessor Collective Bargaining Agreements between these Parties.

* * * * *

During the course of the aforementioned negotiation sessions conducted by and between the Parties, they were able to reach tentative agreement relative to the following Articles that are recommended for consideration herein as tentative agreements reached by and between the Parties and contained in the Collective Bargaining Agreement. The following Articles were unopened during negotiations and as such remain unchanged for inclusion in the successor Agreement between them as follows:

Article I	Purpose
Article III	Management Rights
Article XI	Release Time
Article XII	Injury Leave
Article XII	No Strike

(The record indicates duplicate numbering exists in the predecessor Agreements. It is recommended that such be corrected in the successor Agreements.)

Article XV	Modification
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Moreover, the following Articles were opened for negotiations and resulted in Tentative Agreements as follows:

Article II	Recognition and FOP Dues
Article IV	Hours of Work and Overtime
Article V	Wages
Article VI	Holidays and Personal Days
Article VII	Vacation, Military Leave, and Leave of Absences
Article VIII	Sick Leave and Funeral Leave
Article X	Benefits
Article XIII	Labor Management Committees
Article XIII	Extra Duty/Special Duty

(Duplicate Article numbers exist with the Police Officer and the Sergeant Collective Bargaining Agreements. It is recommended that said duplicate numbering be corrected in the successor Agreements.)

Article XIV	Seniority and Layoff
Article XIV	Drug Testing

(Duplicate Article Numbers exist with the Police Officer and the Sergeant Collective Bargaining Agreements. It is recommended that said duplicate numbering be corrected in the successor Agreements.)

Article XVI	Term
New Article	Maintenance of Standard
New Article	Retirement

* * * * *

Based on this aspect of the statutory process, the Fact Finder is required to consider comparable employee units with regard to their overall makeup and services provided to the members of their respective communities. As is typical and is required by statute, both Parties, in their respective Pre-Hearing Statements, filed in accordance with the procedural guidelines of the statutory process; and, the supporting documentation provided at the Fact Finding Proceeding, have relied upon comparable jurisdictions and/or municipalities concerning what they deemed “comparable work” provided by this Bargaining Unit. As is typically apparent, there is no “on point

comparison” relative to this Bargaining Unit concerning the statutory criteria as will be discussed further by the Fact Finder based thereon.

It is, and has been, the position of this Fact Finder, that the Party proposing any addition, deletion or modification of either current contract language; or, a *status quo* practice where an initial Collective Bargaining Unit may exist, bears the burden of proof and persuasion to compel the addition, deletion or modification as proposed. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo*, whether that is the previous collective bargaining language or a practice previously engaged in by the Parties. Based thereon, the Union, who is seeking modifications to the Grievance Procedure, will have the burden of proof and persuasion to compel the Fact Finder to make the recommendation that would recognize what it is seeking relative to the mechanics of the negotiated Grievance Procedure.

* * * * *

As was previously identified, numerous Articles were tentatively agreed to during the course of negotiation sessions that were conducted prior to the undersigned’s involvement in the statutory stage of fact finding and have been identified herein above. It is recommended that those Articles that were not “opened”, as well as, those subject to the Tentative Agreements reached by and between the Parties either during the course of previous negotiation sessions or during “informal Mediation” that occurred prior to the Fact Finding proceeding, be transferred for inclusion into the successor Collective Bargaining Agreements as agreed to by the Parties during those discussions.

The following issues remaining at impasse between these Parties are listed as follows and are subject to the recommendation herein:

I. Article IX

Grievance Procedure/

Disciplinary Mediation and Arbitration

FOP Position

The FOP contends that throughout the negotiations process, much time and effort was expended on the Grievance Procedure/Disciplinary Mediation and Arbitration Article resulting in no agreement being reached based on the entire Article. With respect to Section 2, the current Agreements indicate that a Grievance must be filed within three (3) working days of the incident giving rise to the Grievance. The Union contends that this timeframe is insufficient to allow the Grievant an opportunity to fully investigate the matter in hope of alleviating unnecessary Grievances if additional time were provided to investigate the nature of the claim and ascertain the facts and circumstances giving rise to it. It acknowledges that despite its original proposal to extend that timeframe to ten (10) “working days”, it will agree to the Employer’s verbal proposal of seven (7) “calendar days”. It also agrees with the Management’s verbal proposal that the time in Step 3, #2 be changed to twenty (20) calendar days. It concedes that based thereon, Section 4, titled, “Working Days Defined” is no longer applicable and therefore proposes to strike it from the two (2) Agreements.

With respect to Section 3, titled, “Disciplinary Mediation and Arbitration”, the current Agreements indicate that a suspension of three (3) days or less cannot be the subject of the Grievance/Mediation/Arbitration. Moreover, Discipline involving criminality, whether charged or not, cannot be the subject of a Grievance. The Union seeks language that would change this language to allow “any” Disciplinary Action with

an economic impact on the Member to be subject to the Grievance/Mediation/Arbitration procedure. It insists that its comparable shows consistency throughout the State of Ohio relative to similarly situated Police Agencies.

It also notes that it is in agreement with Management's verbal request that "upon request" be added to the Section labeled "Note".

It is also seeking an increase in time for notification of its intent to Mediate and/or Arbitrate to twenty (20) and thirty (30) calendar days respectively to allow sufficient time for the FOP staff in Columbus to prepare such notification.

Finally, the current Agreements indicate that the Arbitrator's decision, when that process is invoked, is merely "advisory"; leaving the final decision to the Township Trustees relative to the subject matter that was processed through advisory Arbitration. The Union insists that the practice throughout the State is binding Arbitration. It also proposes language that defines who pays for cancellation of an Arbitration; who pays for the cost of a Hearing; and, who pays for a Court Reporter, if one is utilized. The Union is also proposing language regarding timelines for an Arbitrator's Report and no loss of time for testifying at a Hearing for its Members. It is also seeking language requiring that the Union distribute Grievance forms.

Township Position

The Township emphasizes Disciplinary Action against a Police Officer is governed by Ohio Revised Code Section 505.491 through 0.495 contained therein. The Township contends that the Statutory scheme affords due process, requires written charges, a timely hearing in an open forum, and compulsory process of witnesses.

It contends that most Ohio Township Police Departments operate according to the

Statutory scheme as was evidenced in the numerous Collective Bargaining Agreements submitted into evidence.

The Parties existing contractual language allows Arbitration to be utilized to complement the Statutory scheme in an “advisory” capacity to the Trustees who have retained final authority to adjudicate the matter, but such is appealable by the affected Officer under Ohio Revised Code Chapter 2506 recognized as an Administrative Appeal.

The Township emphasizes that during the last contract term, the process was not invoked, and therefore the functionality thereof has not been applicable. Even though the FOP insists binding Arbitration is the best alternative, it is simply inconsistent with the experience of the Parties. The Township acknowledges that the benefit of Arbitration as a “tool,” and has proposed to expand Arbitration for limited disciplinary suspensions up to thirty (30) days in furtherance of good faith negotiations. It acknowledges that the FOP has declined this proposal and insists its position seeking binding Arbitration for any discipline resulting in an economic loss to a Bargaining Unit Member is absolute.

The Township argues that advisory Arbitration is suitable herein over binding Arbitration since binding Arbitration rests upon the fallibility of a single decision maker; considers retention of authority and accountability; the Parties have not experienced any instances with the current system to justify any change; and, the public Hearing Process provides a deterrent effect for its Employees to engage in misconduct. In its experience, the prospect of a Public Hearing deters Disciplinary Actions involving evidentiary exposure and public scrutiny, which has been a tried and true process.

It also emphasizes that Management does not wish to relinquish its authority over the Disciplinary Actions involving criminality, which is non-arbitrable under the current

agreement as are Disciplinary Actions against Probationary or Non-vested Employees. Even though the FOP seeks to apply binding Arbitration as a checks and balances on the Trustee's authority, yet it does not invoke Arbitration for employment related claims against Management regarding discrimination, hostile work environment matters, etc. The current language is well reasoned in lieu of a "one size fits all" to Township's approach urged by the FOP.

The advisory Arbitration process enables experienced fact finding and recommendations as a core component of the process whereas binding Arbitration informs the process and absent error, the Board would be arbitrary in failing to act according to the Arbitrator's report. Transparency of official action according to the statutory scheme favors accountability and assures fairness.

While the FOP maintains a steadfast refusal to consider anything other than binding Arbitration, the Township prefers to retain the existing disciplinary process with minor changes proposed regarding timing, regarding the use of calendar days and other consistent datelines for the sake of consistency and ease of administration. The current language was carefully negotiated, is well reasoned, and that process has yet to be used. Therefore, there has been no unsatisfactory experience necessitating a change and therefore the Union's proposal to gain binding Arbitration across the board is simply unwarranted.

Recommendation Rationale

As previously indicated, the Parties engaged in negotiations regarding the unresolved issues contained within Article IX of the Parties Agreements pertaining to the Police Officers and the Sergeants to finalize successor Collective Bargaining Agreements

for both Units and are gleaned from the Union's evidentiary materials submitted at the Hearing.

During the course thereof, in addition to those items already identified as being subject to "tentative agreements", the Parties also resolved in Step 3, titled, "Board of Township Trustees", recognizing the insertion of the word "shall" with the deletion of the word "may", in sub-paragraph 1 thereof.

Additionally, contained within Section 3, titled, "Disciplinary Mediation and Arbitration", subparagraph 2, the Parties agreed to language regarding the Member's conviction of a felony, crime of violence, or a crime of moral turpitude to be addressed therein. Moreover in the designation of the "Note", the tentative agreement reached includes that language contained in the Union's proposal under Tab 2 of its evidentiary materials submitted at the Hearing.

Moreover in Step Two titled, "Mediation," subparagraph 2, the designation of twenty (20) calendar days was tentatively agreed to, moreover in paragraph D Step 4 titled, "Arbitration", the insertion of the Members "shall" request Arbitration within seven (7) calendar days gleaned from the bold print contained in the Union's pre-hearing statement was also tentatively agreed to with the insertion of the FOP has seven (7) calendar days to submit any Grievance or such shall be deemed settled based on the last answer given by the Employer. Moreover, the Parties agreed to language requiring the FOP to notify the Employer of its intent to Arbitrate.

The language in bold, highlighted print below subparagraph 2 of Step Four was withdrawn by the FOP. The language relative to the cost of the Arbitrator, production of evidence, etc., and the fee of the Arbitration was tentatively agreed to with the note that

“or request a copy of any transcript” was deleted. The paragraph following the aforementioned paragraph was also tentatively agreed to with the deletions and changes noted regarding the sentence starting with “when an Employee covered by this Agreement...” to include [N] to “no” adjustment..., and deleting the final sentence thereof, while noting the distinctions regarding this paragraph in the Sergeant’s Agreement as agreed to at during the course of Fact Finding Proceeding and adding that language indicating such “...will not affect the vested rights, i.e. seniority, pay, etc. of the Employee...” With respect to subparagraph 3 which was bolded and highlighted, it was tentatively agreed to as well in that the Grievance form would be attached to the Appendix of the Agreement.

Finally, Section 4, titled, “Working Days Defined”, was removed during the course of the Fact Finding Proceeding based on the Parties designation of applicable timeframes that occur under this Article.

The following issues relative to Article IX were not resolved and are subject to the impasse that exists, particularly Step Two, titled, “Mediation,” relative to the indication of “advisory” Arbitration; that in subparagraph 2 where “advisory” Arbitration is also referenced; that contained in Step Four, titled, “Arbitration,” subparagraph 2, which also addresses the Arbitration set forth therein as being advisory in nature; and, that relative to the proposed language of the FOP indicating that the decision of the Arbitrator shall be final and binding and be issued within thirty (30) days after conclusion of testimony and arguments proffered or the submission of final briefs.

Inasmuch as those items that were identified prior to the presentation of evidence concerning the unresolved issues contained within Article IX, those, too, shall be deemed

tentative agreements for the inclusion in the successor Collective Bargaining Agreements between the Parties.

With respect to the Parties impasse relative to what amounts to the inclusion of binding Arbitration in the successor Agreements, it is noteworthy that during the course of the last three (3) years of the predecessor Collective Bargaining Agreement, no instances of Disciplinary Action were submitted to the Advisory Arbitration procedure in place. The comparables relied upon indicate a vast and compelling majority of those Townships similarly situated do indeed recognize binding Arbitration. Binding Arbitration provides the Parties with a dispute resolution mechanism which affords each Party the ability to deal with, in a neutral manner, the final decision of a neutral, third party that is agreed upon by the Parties to hear evidence, weigh that evidence, and apply time-honored, recognized standards of review in reaching a conclusion about a set of circumstances subject to that particular Grievance. Indeed, the concept of binding Arbitration has served Parties in Labor-Management Relations well for a vast number of years. It, indeed, affords Parties the opportunity to utilize a procedure whereby an elected official does not have the final determination in the outcome of a matter, but an expert in the field chosen by the Parties under the terms of the negotiated Grievance Procedure to adjudicate that matter that has a final and binding effect that puts an issue to rest.

The Employer has indicated that it would be agreeable to incorporating a binding Arbitration component into the negotiated Grievance Procedure for those instances of Disciplinary Action “up to thirty (30) days”, reserving unto the Trustees, the right to consider advisory Arbitration, as is the present practice, for those instances involving

disciplinary suspensions of more than thirty (30) days, up to and including termination. Such would afford the Township Trustees the final decision relative to whether to follow the recommendations contained in the Advisory Opinion reached by an Arbitrator following its consideration of legal considerations and an opinion by its Law Director. The Union, on the other hand, insists that binding Arbitration would be utilized more so if the members knew that this process was available to them. At the present time, it contends that such is necessary to protect the Members based on future considerations of who the Police Chief might become. Inasmuch as the Union has recognized and stated affirmatively that the Membership fully supports the current Chief of Police, such may not be the case in the event that the Chief of Police decides to seek retirement. It is for these reasons the Union seeks protection relative to binding Arbitration as opposed to advisory in the current agreement for those instances of Disciplinary Action with an economic impact on its Members be subject to this process.

The Evidence of Record demonstrates that indeed the majority of Townships and/or similar jurisdictions demonstrate that by and large, most recognize binding Arbitration. Such is certainly the case with respect to Police jurisdictions throughout the State of Ohio. While the evidence of record indicates the Advisory Process has not been utilized, the Undersigned must also consider that deterrent normally attached to an “advisory” Process that Parties and/or individuals adversely affected will likely not use something which the City/Township Officials have the “last say”, despite the advisory recommendation it may have received. Just as the Parties recognize that the prior process may not have been utilized, it nonetheless suggests to the undersigned that perhaps affected Members do not consider invoking an advisory process that culminates in the

Trustees “final determination” of their issue for fear of an unequal playing field or the fear of retaliation that may result. This is not to suggest that either consideration is evident at this Township at this time, simply these are the main reasons why aggrieved Employees choose not to invoke such processes. Moreover, the same “considerations” raised by the Township regarding a binding Arbitration process generally, would also apply whether the decision from that Arbitrator is a recommendation or final and binding.

The compelling weight of evidence supports the inclusion of a binding Arbitration process that will allow Members to utilize that process in the event that they have sustained any economic impact from the imposition of Disciplinary Action, as proposed by the Union. This does not detract from the Employer’s inherent and/or contractual right to issue Disciplinary Action, simply based on the compelling evidence of comparable jurisdictions, binding Arbitration is the rule rather than the exception. Additionally, this certainly does not detract from the opportunity of the Parties to reach settlement relative to unresolved matters that may arise and certainly provides an incentive for the resolution of grievances that may be subject to a binding Arbitration process.

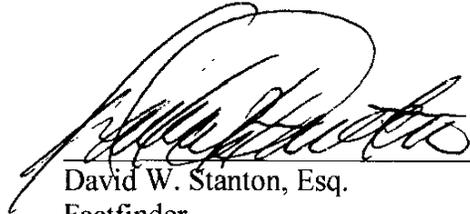
Based thereon, it is the Arbitrator’s recommendation that the Parties do indeed remove any indication of “Advisory Arbitration” in each Grievance Procedure and incorporate that of a final and binding Arbitration process to be used as a mechanism for the resolution of Grievances arising under the four corners of each Labor Agreement involving the imposition of Disciplinary Action that may result in a any economic impact sustained by a Member, as proposed by the Union.

ARTICLES NOT SPECIFICALLY ADDRESSED HEREIN

Moreover, it is recommended that those issues, if any, not subject to the presentation of evidence in this Fact Finding Hearing by either Party, or those not referenced by either Party, shall be subject to the recommendation that the *status quo* relative to whatever policy, practice or procedure that may exist relative to this being an initial Collective Bargaining Agreements be maintained for consideration in the Collective Bargaining Agreements ratified and implemented by these Parties.

CONCLUSION

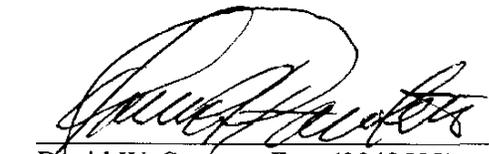
It is hopeful that the recommendations contained herein can be deemed as reasonable in light of the data presented; the representations made by the Parties; and, based on the common interest of both entities recognizing the painstaking efforts at the bargaining table resulting in many tentative agreements being reached. It is also hopeful that the Parties can adopt the recommendations contained herein so that the successor Collective Bargaining Agreements can be ratified and this relationship can continue to prosper and grow without further interruption. These recommendations are offered based on the comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the statutory process; those tentative agreements reached by and between them; any stipulations of these Parties that occurred during the course of the Fact Finding Proceeding; the positions indicated to the Fact Finder during the course of the informal Mediation that ensued; that articulated during the course of the Fact Finding Hearing; and, that which are made herein based on the mutual interests and concerns of each Party to this initial agreement.


David W. Stanton, Esq.
Factfinder

Dated: July 25th, 2009
Cincinnati, Ohio

Certificate of Service

The undersigned certifies that a true copy of the forgoing Fact Finding Report and Recommendations has been forwarded by overnight U.S. Mail to Jack F. Grove, Esq., Law Director, Fairfield Township Trustees, 1251 Nilles Road, Suite 10, Fairfield, Ohio 45014; Mark A. Scranton, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., 5752 Cheviot Road, Suite D, Cincinnati, Ohio 45247; and, to Edward E. Turner, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, on this 25th day of July 2009.


David W. Stanton, Esq. (0042532)
Factfinder

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July 25, 2009

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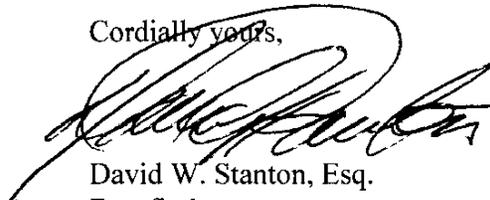
SERB CASE NOS. 08-MED-12-1402 & 08-MED-12-1403
FAIRFIELD TOWNSHIP TRUSTEES -AND- FOP, OHIO LABOR COUNCIL, INC.
FACTFINDING
POLICE OFFICERS & SERGEANTS

Gentlemen & Ms. Brockman,

Enclosed herewith please find the Factfinder's Report with Recommendations and supporting Rationale; and, the Statement for Professional Services. Please forward this Statement to your respective Client and/or Local to ensure payment thereof within the time frame noted thereon.

Thanking you in advance for your courtesy, cooperation and for my selection as Factfinder, I remain.....

Cordially yours,



David W. Stanton, Esq.
Fact finder

DWS/lp.

Encs.

cc: Catherine A. Brockman (w/encs.)
Michael Rahall (w/encs.)