

**FACT FINDING REPORT AND RECOMMENDATIONS**

**IN THE MATTER OF FACTFINDING BETWEEN**

**CITY OF BELLEFONTAINE, OHIO  
and  
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**SERB Case No.: 95-MED-09-0735**

**Marcus Hart Sandver, Ph.D.  
Factfinder**

**Hearing Date: June 10, 1996  
Report Issued: July 3, 1996**

**Representing the FOP:**

**Mr. Phil Hatch  
Staff Representative  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
Columbus, Ohio**

**Representing the City:**

**Mr. Marc Fishel  
Attorney at Law  
Downes and Hurst  
Columbus, Ohio**

## I. BACKGROUND

This case arises out of a dispute between the City of Bellefontaine (the City) and the Bellefontaine Safety Association (the Union) over the negotiation of a successor labor agreement. The parties met for purposes of negotiating a new labor agreement on October 13, 1995, November 7, 1995, November 17, 1995, December 7, 1995, January 26, 1996 and February 29, 1996. The parties met with a SERB mediator on March 19, 1996. On December 1, 1995, Marcus Hart Sandver was chosen by mutual agreement of the parties as the Factfinder to the dispute. Through mutual agreement of the parties, the date for Factfinding was postponed three times. Despite the efforts of the parties to negotiate the agreement without the assistance of Factfinding, the date for the hearing was set for June 10, 1996.

The bargaining unit is a combined safety forces unit of police and fire personnel. The bargaining unit consists of 26 persons; 12 police officers and dispatchers, 10 firefighters and 4 fire dispatchers. There has been a collective bargaining agreement between the Bellefontaine Safety Association and the City of Bellefontaine since before the passage of O.R.C. 4117. The bargaining unit was deemed certified by SERB in 1984.

## II. THE HEARING

The hearing was called to order by Factfinder Sandver at 9:30 a.m. on Monday June 10, 1996 in the City Council Chambers of the City of Bellefontaine. The parties were notified that the hearing would be conducted in conformity with the rules for

Factfinding as found in O.R.C. 4117.14 and associated administrative rules. The parties were further notified that the Factfinder's Report and Recommendations would be developed in accordance with the Criteria for Factfinding as found in OCR 4117.14(G)(7)(a-f).

**A. ATTENDANCE AND EXHIBITS**

In attendance at the hearing were:

For the City of Bellefontaine:

<u>Name</u>	<u>Title</u>
1. Marc Fishel	Attorney and Chief Spokesperson
2. Don Watkins	Fire Chief
3. Brad Kunze	Police Chief
4. James Furby	Safety Director

For the Union:

1. Phil Hatch	Staff Representative
2. Ronald Birt	Police Sergeant
3. Allen Shields	Patrol Officer
4. Russ Foust	Firefighter
5. Don Mitchell	Assistant Fire Chief

The parties were asked to submit exhibits into the evidentiary record. The following exhibits were submitted:

For the City of Bellefontaine:

City Exhibit 1: Cost of Union Holiday Pay Proposal  
City Exhibit 2: Cost of Union Personal Leave Proposal  
City Exhibit 3: Use of Leave - 1995 (Firefighters)  
City Exhibit 4: Use of Leave - 1995 (Dispatchers)  
City Exhibit 5: Use of Leave - 1995 (Police Officers)  
City Exhibit 6: Use of Leave - 1994 (Police Officers)  
City Exhibit 7: Use of Leave - 1994 (Firefighters)  
City Exhibit 8: Use of Leave - 1994 (Dispatchers)

City Exhibit 9: Holidays/Personal Days - Jurisdictional Comparison  
City Exhibit 10: Vacation Leave - Jurisdictional Comparison (Firefighters)  
City Exhibit 11: Vacation Leave - Jurisdictional Comparison (Police Officers)  
City Exhibit 12: Cost of Union Health Insurance proposal  
City Exhibit 13: Expenditures and Revenues 1984-1995  
City Exhibit 14: Uniform Allowance - Jurisdictional Comparison  
City Exhibit 15: Cost of Union Shift Differential Proposal  
City Exhibit 16: Shift Differential - Jurisdictional Comparison (Police)  
City Exhibit 17: Cost of 1% Wage Increase  
City Exhibit 18: Cost of Employer Wage Proposal  
City Exhibit 19: Cost of Union Wage Proposal  
City Exhibit 20: Firefighters Wage Rates - Jurisdictional Comparison  
City Exhibit 21: Police Dispatchers Wage Rates - Jurisdictional Comparison  
City Exhibit 22: Police Officer Wage Rates - Jurisdictional Comparison  
City Exhibit 23: Police Sergeants Wage Rates - Jurisdictional Comparison  
City Exhibit 24: Wage Increase - Jurisdictional Comparison (Police Officers)  
City Exhibit 25: Wage Increase - Jurisdictional Comparison (Firefighters)  
City Exhibit 26: Bargaining Unit Wage Increases (Police Officer - Top Rate)  
City Exhibit 27: Consumer Price Index - Inflation Rates  
City Exhibit 28: City of Bellefontaine General Fund 1988-1996  
City Exhibit 29: City Board Oks Pay Raises for Classified Staff (Newspaper Article)  
City Exhibit 30: Factfinders Report  
City Exhibit 31: Factfinding Brief  
City Exhibit 32: Contract Language Proposed  
City Exhibit 33: Salary Grid - Bellefontaine Managers and Executives

**For the Union:**

Union Exhibit 1: Pre hearing Brief  
Union Exhibit 2: Comparability Data  
Union Exhibit 3: NFPA Code Book (1992 Ed.) pp.1500-16-22  
Union Exhibit 4: Multiple Runs Within One Hour  
Bellefontaine Fire Department 1-1-96 through 6-5-96  
Union Exhibit 5: Memo from Chief Kunze to all members Bellefontaine Police Dept.  
Ref: Community Service Organizations. Date: 12-22-94.

**In addition to the separate exhibits the parties also submitted one Joint Exhibit.**

**Joint Exhibit 1: Agreement Between the City of Bellefontaine and the Bellefontaine Safety Association. Effective January 1, 1993 - December 31, 1995.**

## **B. OPENING STATEMENTS**

The representatives of each party to the dispute made brief opening statements. In his opening, Mr. Hatch stressed to the Factfinder his view that the City of Bellefontaine was in a very favorable economic situation and asked that the Factfinder recommend that the health insurance be maintained at current levels. Secondly, Mr. Hatch stated that in his opinion the members of the BPD and BFD should receive a wage raise at least equal to the projected three (3) year increase in the Consumer Price Index. In his opening statement for the City, Mr. Fishel asked the Factfinder to note that the City of Bellefontaine pays wages and benefits comparable to similarly situated cities in Ohio already, and stressed to the Factfinder that there was no need for a catch-up in wages at Bellefontaine.

## **C. MEDIATION**

After the opening statements the Factfinder and the parties engaged in approximately three hours of mediation. As a result, the following issues were resolved:

- a. Article 10 - Disciplinary Procedures
- b. Article 19 - Work Rules and Regulations
- c. Article 23 - Insurance

The issues still in dispute, after mediation were as follows:

- a. Article 12 - Use of Employers Property
- b. Article 21 - Equalization of Holidays

- c. Article 27 - Uniform Allowance
- d. Article 28 - Wages
- e. Article 25 - Paramedic Allowance
- f. Article 32 - Out of Title Work
- g. New Article - Minimum Staffing

### III. THE ISSUES

#### A. ARTICLE 12 - USE OF EMPLOYERS PROPERTY

##### 1. FOP Position

The FOP position on this issue is that Article 12 of the current agreement should be modified to allow members of the Bellefontaine Police department (BPD) to attend FOP meetings during work time. The FOP proposal includes a provision that attendance at these meetings would not interfere with the Officer's duties. In support of this position, the FOP representative directed the Factfinder's attention to a memo (FOP exhibit 5) written on December 22, 1994 from Chief Kunze to all members of the Bellefontaine Police Department. In this memo, Chief Kunze approved attendance at service organization meetings such as Exchange, Kiwanis and Rotary for members of the BPD while on duty. The FOP proposal on this issue is that the language of FOP Exhibit 5 be changed to include FOP meetings, and that this language then be included in Article 12 of the labor agreement.

## 2. City Position

The City position on this issue is that the FOP is a labor organization not a service organization such as the Kiwanis and the Rotary. The City representative stated his view that the memo of December 22, 1994 was an inter-department communication that has no relevance to Article 12 of the labor agreement.

## 3. Discussion

I understand the need the members of the BPD may feel for this change in Article 12 of the agreement. In a small department which is staffed 24 hours a day a substantial number of Officers will always be on duty and thus unable to attend FOP meetings. The City position, however, is that work time should not be spent on FOP business. The memo of December 22, 1994 distinguishes service organizations from other types of organizations. A legitimate argument can be made that the public benefits from having members of the BPD attend service organization functions. I see no public benefit from having members of the BPD attend FOP meetings during work hours, however. Absent a clear and convincing need to amend the current labor agreement to include the FOP proposal, I must recommend against it.

## 4. Recommendation

Article 12 of the current collective bargaining agreement remain unchanged.

## B. ARTICLE 21 - EQUALIZATION OF HOLIDAYS

### 1. FOP Position

The FOP position on this issue is that the holidays of the Police and Firefighters in Bellefontaine be equalized. Currently, the Police have nine and one-half (9½) days of holiday and the Firefighters have seven (7) tours of duty as holiday (168 hours). For bereavement leave, the Firefighters have two (2) tours of duty for all types of bereavement leave (48 hours) while Police receive five (5) days for immediate family and three (3) days for extended family. The specific provision the FOP is proposing is that Firefighters receive nine and one-half (9½) tours of holiday leave and that the Police receive six (6) days of bereavement leave for all types of bereavement.

### 2. City Position

Mr. Fishel began his presentation on this issue by pointing out to the Factfinder that the bereavement leave issue was not addressed in the FOP pre-hearing statement and thus was not properly an issue to be addressed at the Factfinding hearing. The City position on the holiday issue is that there are many differences in the agreement between the benefits received by the Police and by the Firefighters. For example, Mr. Fishel pointed out that the Firefighters and the Police have different vacation benefits; the top step Firefighters (over 17 years) receive 12 tours of vacation (288 hours) while the top step Police officers (over 17 years) receive 200 hours of vacation. Mr. Fishel pointed out to the Factfinder that Police work 2080 hours per year while the Firefighters work 2912 hours per year.

### 3. Discussion

I agree with Mr. Fishel on the issue of bereavement leave. This proposal was not addressed in the FOP pre-hearing statement and thus is not properly before the Factfinder. Thus, it will not be addressed in this report.

The issue of holiday equalization is an interesting one and perhaps inevitably a source of conflict in a combined unit of Police and Firefighters. I am persuaded however, that the perception of inequity regarding holiday benefits on the part of the Firefighters is unfounded. The calculation of the value of the holiday benefit by Mr. Fishel is quite persuasive and convinces me that there is not an inequity that needs to be remedied. For the top step Firefighter earning \$10.85 per hour, the holiday benefit is worth \$1,882.80 (e.g. \$10.85 x 168 hours). For the top step Police officer the value of the holiday benefit is \$1,153.68 (\$15.18 x 76 hours). The inequity is actually suffered by the Police not the Firefighters. Based on the evidence, I can not justify any change in the holiday benefit for the firefighters.

### 4. Recommendation

Article 21 of the current collective bargaining agreement remain unchanged.

#### C. ARTICLE 27 - UNIFORMS

##### 1. FOP Position

The FOP position on this issue is that the dispatcher's uniform allowance should be raised from the current level of \$450 to \$525 per year. The second aspect of

the FOP position on this issue is that the uniform allowance section of Article 27 should be rewritten to reflect the idea that the uniform allowance is for the maintenance of the initial uniform issue provided by the City. Thus, if any changes were made in the uniform requirements (e.g. if a new item were added to the list) then the City would be responsible for the initial purchase of these items.

## 2. City Position

The City position on this issue is that no increase should be made to the dispatcher's uniform allowance. In addition, the City would like to begin a dialogue with the safety forces regarding the establishment of a quartermaster uniform system for the BPD and BFD.

## 3. Discussion

The FOP is quite persuasive in arguing that the uniform allowance for the dispatchers needs to be increased. The fact that the dispatchers wear substantially the same uniform as the Police officers (with the exception of the duty coat and the 8 point cap) and the fact that they are in the public eye as much, if not more, than the officers persuades me that their uniform allowance should be closer to the officers' allowance than it is at present.

The idea that the uniform allowance is to be used only to maintain an initial issue of uniform, however, is not as persuasive. If the Chief decides to require a new type of uniform shirt then the uniform allowance should be used to make this

purchase. It appears from reading the labor agreement (Article 27.04) that the City estimates that Police officers and Firefighters will spend about \$250 per year in cleaning and maintaining their uniforms. The remaining \$350 would be used for uniform purchases. This seems fair and reasonable to me. Based on a general review of the FOP's comparability data in FOP exhibit 2, it appears to me that the \$600 annual uniform allowance for Police and Firefighters is adequate to both maintain current issue and to make purchases of new items should they be required by the Chief.

#### 4. Recommendation

Article 27.03 of the labor agreement be changed to read:

"Uniformed Dispatchers shall receive a uniform allowance of five hundred and twenty-five dollars (\$525) per year towards the cost of uniform purchases and dry cleaning."

No further changes are recommended in this Article.

### D. ARTICLE 27 - WAGES

#### 1. FOP Position

There are essentially three parts to the FOP wage proposal. The first part is for a 5% wage increase each year for 3 years. The second part is to establish a shift differential (for Police Officers only) for those who work the second shift (3 p.m. - 11 p.m.) of \$.45 per hour and \$.35 per hour for those that work the third shift (11 p.m. - 7 a.m.). Finally, the union proposes a \$.40 per hour weekend differential for all safety

force employees for those hours worked between 2 p.m. on Friday afternoon and 6 a.m. Monday morning.

In support of the FOP position on wages the FOP representative asked the Factfinder to pay special attention to the following cities in Union exhibit # 2.

North College Hill  
Norton  
Oakwood  
Painesville  
Port Clinton  
Reading  
Shawnee Township  
Sidney  
Sylvania  
Tipp City  
Urbana  
Vandalia

In support of the shift differential proposal, the FOP representative asked the Factfinder to note in FOP exhibit # 2 that all of the 38 cities listed in FOP exhibit # 2 paid a shift differential to their Police Officers.

## 2. City Position

The City representative began his presentation by pointing out to the Factfinder that some of the cities in the union's list of comparables had no population comparability and no geographic proximity to Bellefontaine. Secondly, the City representative pointed out to the Factfinder that the FOP data on shift differentials are gathered only from cities that have these differentials already and are not a representative sample of Ohio cities comparable to Bellefontaine.

The City position on wages is to offer a 3 percent increase in year 1 of the agreement (1996) a 2.5 percent increase in year 2 of the agreement (1997) and a 2 percent increase in year 3 of the agreement (1998). The City proposal contains no provision for shift differentials or weekend pay.

In support of its position on wages, the City representative directed the Factfinder's attention to City exhibits 13-22. The comparability data provided by the City were for the following cities:

Bucyrus  
Defiance  
Greenville  
Hillsboro  
Kenton  
London  
Marysville  
Sidney  
Urbana  
Wilmington

### 3. Discussion

As oftentimes happens in Factfinding, the parties disagree over what are the comparable cities. In fact, if we look at the two lists, Urbana and Sidney are the only cities that both the FOP and the City cite as comparables. At the hearing, however, the FOP representative agreed that Marysville is comparable to Bellefontaine and should be included in the comparability calculations.

Based on my knowledge of the cities listed, their population and geographic proximity to Bellefontaine, I would judge the following to be most comparable. I have

also listed the entry level and top level Police officers and Firefighters salaries for these cities:

City	Firefighter		Police	
	Entry	Top Step	Entry	Top Step
Bucyrus	\$ 25,654	\$ 27,845		Not given
Greenville	19,864	29,994	\$ 23,046	\$ 32,427
Marysville	23,994	28,901	24,960	30,076
Urbana	26,004	33,138	25,960	34,340
Sidney	26,676	35,115	27,768	35,817
Wilmington	24,955	30,867	24,169	30,846
Bellefontaine	24,170	31,590	24,155	31,550

(Source: City exhibit # 20 and 22 with the 2% wage increase deducted).

In looking at the data in the table we can see that Bellefontaine is below Bucyrus, Urbana, Sidney and Wilmington for beginning Firefighters (5th rank) and is below Sidney and Urbana for the top step Firefighter (3rd rank). For entry level Police, Bellefontaine is below Marysville, Urbana, Sidney and Wilmington (rank 5) and is below Greenville, Urbana, and Sidney at the top step (rank 4). In other words, compared to six (6) other cities of roughly the same size in roughly the same geographic part of the state, Bellefontaine ranks no better than third out of seven (top step Firefighters) and no worse than fifth out of six (entry level Police). Bellefontaine is in the middle to the lower part of the distribution of salaries for the cities listed. Bellefontaine certainly does not lead the group and in some cases it lags behind comparable cities.

In looking over employer exhibit # 24 and # 25, I see that Urbana gave their Police a four (4) percent raise in 1996, Sidney gave their Police a five (5) percent raise, and Marysville gave their Police a three (3) percent raise. For Firefighters, the only

1996 raise data available indicates that Bucyrus will give a two (2) percent raise and Wilmington will give a three (3) percent raise.

The conclusion I draw from these data is that a wage raise of 3.5 percent per year is justified in Bellefontaine. This raise may help the BPD and BFD move their wage levels up slightly in the ranking, but will most likely keep salaries in Bellefontaine at a parity level with the other cities. A 3.5 percent raise per year for three (3) years is clearly justified.

The matter of the shift differential can be looked at in the same manner as the scheduled wage increase. Union exhibit # 1 has extensive data for 38 Ohio cities. All provide a shift differential for Police. The data provided by the City in exhibit # 16 shows that for the six (6) comparison cities, four (4) have shift differentials (e.g. Bucyrus, Greenville, Marysville and Wilmington) and two (2) do not (Sidney and Urbana). In most cases the shift differential is between 15-30 cents per hour for the second shift and 30-40 cents per hour for the third shift. I would think a fair shift differential would be something in the low end of the range to begin with. Shift work is stressful and disruptive of sleep patterns and family life. Some compensation, above the base pay, is justified for work done on the second and third shift.

The final issue, weekend pay, is almost unknown for safety forces and is not something that I personally have ever encountered in a Factfinding hearing. The FOP has no comparability data to substantiate its position on the weekend pay issue. Without any comparability data it is hard to make a credible recommendation to add this new dimension to the compensation package of the labor agreement at

Bellefontaine.

4. Recommendation

Article 28 -Wage Schedule

28.01 - Effective January 1, 1996. The wage schedule shall be increased 3.5 percent.

28.02 - Effective January 1, 1997. The wage schedule shall be increased 3.5 percent.

28.03 - Effective January 1, 1998. The wage schedule shall be increased 3.5 percent.

28.08 - All employees working "shifts" shall be paid a premium of \$.20 per hour for the second shift and \$.30 per hour for the third shift.

*E. ARTICLE 29 - PARAMEDIC ALLOWANCE*

1. FOP Position

The FOP position on this issue is that the current paramedic allowance of \$500 should be raised to \$1000. In support of this position, the FOP representative directed the Factfinder's attention to FOP exhibit # 1. In FOP exhibit # 1, there are SERB data for a large number of Fire Departments which show pay ranges for Firefighters and pay ranges for Firefighter/Paramedics. The statewide average starting salary for Firefighters is \$25,956; the starting salary for Firefighter/Paramedics is \$29,544; a difference of \$3588. At the top step, the statewide average is \$33,323 for Firefighters and \$35,790 for Firefighter/Paramedics; a difference of \$2467. In Mr. Hatch's view, the \$2500 - \$3500 salary difference between Firefighters and Firefighter/Paramedics is the

statewide average Paramedic differential. Mr. Hatch voiced his opinion that Bellefontaine's \$500 Paramedic allowance was way below state averages and stated his view that an increase in the allowance of \$500 per year would be reasonable.

## 2. City Position

The City position on this issue is that no raise in the premium is necessary. The City representative pointed out to the Factfinder that the statewide averages that Mr. Hatch was referring to in his calculations include some very large Ohio SMSA's such as Cleveland, Cincinnati, and Columbus and these large cities will tend to distort statewide averages. Mr. Fishel noted further that most of the Firefighters in the Department already have paramedic training (8 of the 15) and that this is a pre-condition of employment now at the BFD. Thus, the premium is not really necessary, Mr. Fishel argues, because the paramedic certification is a job requirement not an option as it used to be.

## 3. Discussion

When I look over the data in Union exhibit # 1, I can not find any data for any of our six comparable cities which has a separate listing for paramedics. The three (3) cities that are on the list that may be considered somewhat comparable to Bellefontaine are Berea, Mt. Vernon and Piqua. Of these cities, Berea pays a \$700 per year premium (top step), Mt. Vernon pays \$1000 (top step), and Piqua pays a \$1200 differential.

In looking over these data the \$500 Paramedic allowance paid at Bellefontaine does appear to be a little low. The fact that 8 of the 15 Firefighters have paramedic certification and 7 do not makes the paramedic allowance a reasonable incentive to continue. Raising the allowance may provide an addition incentive for all Firefighters to receive this training. A Paramedic allowance is justified due to the increased number of runs that a Paramedic will make on a tour of duty as compared to the non paramedic Firefighter.

#### 4. Recommendation

Amend Article 29 to provide for an eight hundred dollar (\$800) per year Paramedic allowance.

#### *F. ARTICLE 32 - OUT OF TITLE WORK*

##### 1. FOP Position

The FOP position on this issue is that Article 32 should be amended such that when someone is working out of class they should be paid at the step one level for their current class in that job. For example, if a step six (6) class G Firefighter fills in for the Assistant Chief, then he/she would be paid at the step one (1) class G pay grade on the Assistant Fire Chief's salary grid. In no event would this move result in a loss of pay.

## 2. City Position

The City agreed with the FOP proposal.

## 3. Discussion

No discussion.

## 4. Recommendation

Article 32 shall be amended to read:

32.01 In the event the employer assigns an employee to perform work in a higher rated job title on a temporary basis, such employee will be paid the step 1 rate for his or her current class for all hours worked. While the Chief or Assistant Chief is on duty no out of title will be paid. For the purposes of this section on duty is defined as being on station, on the premises, or in the immediate area of Bellefontaine and being able to work in place of a uniformed supervisor. In no case shall out of title work result in a decrease in pay for the employee.

## **G. MINIMUM STAFFING**

### 1. FOP Position

The FOP position on this issue is that there should be a minimum staffing level specified in the labor agreement of four (4) Firefighters per shift. In support of this position the FOP representative called upon Assistant Fire Chief Don Mitchell to testify. The witness was sworn in by the Factfinder. In his testimony, Mr.. Mitchell directed the Factfinder's attention to FOP exhibit # 3. FOP exhibit # 3 is two pages of photocopied material from the 1992 edition of the *National Fire Protection Association*

*Manual.* Mr. Mitchell directed the Factfinder's attention to section 5-3.3 of the NFPA manual. In this section of the manual the NFPA recommends that Fire Departments which use self contained breathing apparatus operate in teams of two. Further, Mr. Mitchell pointed out that in section 6-5.2 of the manual the NFPA recommends that anytime there is a team of two people working a fire that a back-up crew of two additional people be standing by to serve as a rescue team. These recommendations, in Mr. Mitchell's opinion, necessitate that a fire department have at least four people on each shift. Mr. Mitchell further directed the Factfinder's attention to FOP exhibit # 4. FOP exhibit # 4 shows that there have been 82 times in the period January 1, 1996 - June 5, 1996 where two trucks were dispatched from the department at the same time. In these 82 instances, each squad that was dispatched was working without a back-up.

## 2. City Position

The City position on this issue is that determination of staffing is a management right under ORC 4117.08 and thus a permissive subject of bargaining. The City representative further noted that the four person minimum staffing requirement would necessitate hiring one more new Firefighter per shift or three (3) new Firefighters. The total cost estimate to meet this minimum staffing level proposed by the FOP was estimated to be \$106,305 per year.

### 3. Discussion

I appreciate the sentiment and concern that Mr. Mitchell expresses for the safety of his fellow Firefighters. I further hope that Mr. Mitchell's proposal will be given serious consideration by the Safety Director of the City of Bellefontaine. Unfortunately, I agree with Mr. Fishel that the determination of staffing levels is a management right under 4117.08 and if the employer wishes, may legally refuse to bargain over such issues. In my opinion, a Factfinder has no authority to make a recommendation on a permissive subject of bargaining unless both sides agree that such a recommendation should be made. The City has not agreed to negotiate with the Union on this matter and has not given me authority to make an affirmative recommendation. Thus, I will have to recommend that the article not be included in the agreement.

### 4. Recommendation

I recommend that this article not be included in the agreement.

#### IV. CERTIFICATION

This Factfinding Report and Recommendation is based upon pre hearing briefs, evidence and testimony presented at a Factfinding hearing conducted in Bellefontaine, Ohio on June 6, 1996. This report has been developed in conformity with the Rules for Factfinding found in ORC 4117.14 and associated administrative rules.



Marcus Hart Sandver, Ph.D.  
Factfinder

Upper Arlington, Ohio

July 3, 1996