

STATE EMPLOYMENT
RELATIONS BOARD
DEC 16 9 34 AM '93

ALAN M. WOLK
IMPARTIAL FACT-FINDER
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN:

OHIO PATROLMAN'S)	
BENEVOLENT ASSOCIATION)	
)	
Union)	NO. 99-MED-1008/1009/1010
)	
and)	FACT-FINDER'S
)	RECOMMENDATIONS
CITY OF NORTON)	
)	
Employer)	

APPEARANCES:

FOR THE UNION:

S. Randall Weltman, Esquire, of Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co. L.P.A.

FOR THE EMPLOYER:

Robert J. Tsholl, Esquire

History of the Proceedings

Pursuant to Ohio Revised Code Chapter 4117, Section 4117.14(C), and by letter issued by SERB, the undersigned was selected by the parties through the State Employment Relations Board of Ohio [SERB] to serve as impartial neutral Fact-Finder to hear and decide issues presented pursuant to Ohio law.

Except to the extent that parties mutually agree otherwise, or wish to pursue mediation first, in compliance with Ohio Administrative Regulations, particularly 4117-9-05, position statements were timely submitted to the Fact-Finder and to the opposing party prior to the hearing.

Hearing commenced at 1 p.m. at Norton City Hall, Norton, Ohio on Monday, December 13, 1999. A court reporter was not present.

SUBMISSION

I. Parties

The Union is the Ohio Patrolman's Benevolent Association.

The Union's principal representative is S. Randall Weltman, Esquire, 9th Floor, The Halle Building, Cleveland, Ohio 44115. Phone: 1-216-621-8484; FAX 1-216-771-1632

The Employer is the City of Norton, Ohio, which is located in Summit County, Ohio approximately 23 square miles, with approximately 12,000 residents. The City of Norton is located at 4060 Columbia Woods Drive, Norton, Ohio, 44023; phone: 1-330-825-7815

The Employer's principal representative is Robert J. Tscholl, Esquire, 740 United Bank Building, 220 Market Avenue South, Canton, Ohio 44702
Phone: 1-330-45607702; FAX: 1-330-456-3641

II. Description of the Bargaining Unit

One bargaining unit consists of 10 full-time Patrol Officers, three Sergeants, and one Lieutenant. There are also six part-time Patrol Officers.

The Ohio Patrolman's Benevolent Association, became exclusive representative in 1987. The employees are responsible to protect the safety and rights of citizens in Norton, Ohio.

III. Current Collective Bargaining Agreement

The current Collective Bargaining Agreement expires December 31, 1999.

IV. Current negotiation history

The previous two negotiations went to Conciliation.

It is significant that the incumbent Mayor was defeated for reelection in a local Primary held in September 1999 and will not be in office in 2000. In addition, the City Administrator, who also serves as Safety Director, Service Director and Personal Director has resigned, effective 12/31/99, having given a verbal notice to the Mayor in the Spring of 1999 and which was made public in September, 1999.

The Union delivered a Notice to Negotiate to the City on October 18, 1999. The parties met for the first time on 11/23/99, regarding Collective Bargaining Agreement. On that date the Union presented its proposals. (The City does not dispute the fact that the Union was not responsible for any delay in meeting with the City regarding negotiations for any new Collective Bargaining Agreement effective 1/1/00). On 11/23/99, the Union presented its contract proposals. The City did not present any proposals at that time.

SERB issued a notice dated December 3rd, 1999 indicating that the Fact-Finder would have to be selected, and hear the dispute and issue his/her recommendations by December 15, 1999. On December 3rd, 1999, the City met with the Union, having just presented its proposals for the first time. Because of the December 15th deadline, the Union requested but the City did not agree to an extension of time. Nor did the City agree to allow retroactive effect on a new Collective Bargaining Agreement from January 1, 2000. There was very little or no discussion on December 3rd, 1999 among the parties regarding the substantive merits of their proposals.

On December 8th and December 9th, respectively, the City and AFSCME signed tentative Agreements with AFSCME's Clerical Unit (City Exhibit 1), and its Service & Maintenance Unit (City Exhibit 2). Neither can take advantage of Conciliation processes available to police. Both have "me too" provisions, relating to Vacations and Major Medical/Hospitalization agreements, that are dependent on the outcome of the Police contract negotiations.

By reason of the foregoing, the Union limited its appearance to providing the Fact-Finder with evidence establishing the negotiation history set forth above, which is not in dispute. The Union otherwise only answered questions put by the Fact-Finder seeking certain clarification. The Union reserved its right to question whether the City negotiated in good faith or negotiated at all, which remains in dispute.

IV. Unresolved Issues in Dispute

Because this matter was first set for hearing on December 13th by the parties, and, although requested by the Union, there was no waiver of the mandatory due date thus requiring full study and rendering of a decision on each of the proposals by December 15th, 1999. By mutual consent, each party's proposals and rationales (except as noted below) are attached and made a part hereof as though fully rewritten herein.

There are as many as 17 Articles in dispute, depending how sub-parts are counted. These include elements of Art. 3 Recognition, Art. 5 Agency Shop, Art. 6 Employee Rights, Art. 10 Grievance Procedure, Art. 17 Overtime Pay and Court Time, Art. 18 Holidays, Vacations, Art. 20 Sick Leave, RT. 21 Funeral Leave, Art. 25 Seniority, Art. 26 Compensation, Art. 28 Educational and Other Pays, Uniform Allowance, Art. 30 Insurance, Art.33 Miscellaneous, Appendix "A", and aspects of certain Grievance Settlement Agreements.

Criteria

The FACT-FINDER, in making recommendations, shall take into consideration all reliable information relevant to the issues, including, but not limited to:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of unresolved 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, and 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; and
- (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 the public service, or in private employment.

FINDINGS AND RECOMMENDATIONS

All evidence such as exhibits, testimony, and all arguments, have been duly received and given such weight as deemed appropriate by the fact-finder.

Issues Generally

Employer position:

All Union proposals that cost additional municipal funds or cause additional costs to the City should be considered as included in the compensation being offered by the City.

Union position:

Full consideration should be given to each proposal and negotiated in good faith.

Discussion:

The parties' respective position statements were each submitted on time in accordance with OAC Reg. 4117.09-05.

The expiring Collective Bargaining Agreement is in evidence as Joint Exhibit 1. The City submitted, as exhibits, its Tentative Agreements with AFSCME, being City Exhibit 1(Clerical unit) and Joint Exhibit 2 (Service and Maintenance unit). These have "me-too" provisions as to vacations and holidays that are dependent on the final police Agreement.

The City also submitted City Exhibit 3, captioned 1999 Wage Survey, which a list of certain wage and benefit information obtained by the Norton Police Chief by contacting police chiefs of other police departments noted therein. The Chief of Police was not present. The City offered no testimony and relied on its position statement and its arguments. The City agreed that its ability to pay is not an issue.

The Union offered evidence solely relevant to the history of the negotiations. Otherwise, because the Union contends that the City made no effort to negotiate in a timely manner, the Union presented no evidence, and relied on its position statement and explanations in response to the Fact-Finder.

RECOMMENDATIONS:

Art. 3 Recognition

The City proposes that Lieutenants be added to the bargaining unit:

“Section 1. The Employer agrees that it has and will recognize the Ohio PBA as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for all full-time employees on the Norton Police Department, including probationary employees, in the following bargaining units: (a) Patrol Officers; (b) Sergeants; (c) Dispatchers, and (d) Lieutenants. The Employer and the Ohio PBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.”

There is no substantive dispute before me on this issue, and I recommend that this proposal be **ACCEPTED.**

Art. 5 Agency Shop

The City proposes to add:

“Members of the bargaining unit, at their discretion, may maintain a membership in the Ohio PBA.”

The existing provision as currently phrased allows members of the bargaining unit to maintain their membership in the Ohio PBA or pay a service fee to the Ohio PBA.

I find as presently phrased this language on its face is redundant and may be confusing, misleading or ambiguous, and I recommend this proposal be **REJECTED.**

Art. 6, Employee Rights

Section 7.

The City proposes adding that

“Investigations that may result in criminal charge(s) being filed against an employee will be referred by the employer to an outside agency.”

I find this request appropriate but I would insert the words “independent neutral” before the words: “outside agency” in order to clarify out the parties intentions, so as to read as follows:

“Investigations that may result in criminal charge(s) being filed against an employee will be referred by the employer to an independent neutral outside agency.”

I recommend that, as amended, this proposal be **ACCEPTED.**

Section 10.

The City's proposal appears to intend to delete { } and at the end, and then add after "expunged":

"in conformity with the requirements of the Ohio Public Records Law [Revised Code 149.13]."

I recommend this proposal be ACCEPTED.

Art. 10 Grievance Procedure

Section 3 (c).

The City proposal intends that at the end of the provision: "at Step 3" be changed to "in accordance with Section 4." [which includes all steps of the grievance procedure].

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Art. 17 Overtime Pay and Court Time

Section 1. now reads:

"Section 1. All employees, for work performed in excess of forty (40) hours per week and/or eight (8) hours per day, shall be compensated, at the employee's election, and the rate of one and one-half (1 ½) times the employees *regular* hourly rate for all overtime, including travel and educational time." [Emphasis added].

The City proposes to insert "actual" after "forty (40) hours" and to delete "and/or eight (8) hours per day." The rationale is that vacation, comp time and sick time are currently calculated on the basis of forty (40) hours a week, and that working an actual forty is more fair and efficient.

This would require employees to work more than eight hours a day at straight time, but not be entitled to overtime until after they work forty (40) hours in a week. In addition, the inclusion or exclusion of scheduled days off in such a calculation may have to be addressed in mutually acceptable contract language.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 2.

The Union proposes to increase pay to one and one-half (1 ½) times the employee's regular hourly rate beginning with time due in court and assuming the employee appears on time in court, rather than after a period at which only straight time is currently paid.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

The City proposes to add a penalty for properly notified officers who are late to court (to be docked one hour of pay) or who fail to appear for a regularly scheduled court appearance without the prior approval of the chief (to be docked three hours pay).

There was insufficient evidence to support this proposal. There are very few such incidents. The city prosecutor has not made any complaint to the city regarding such incidents. I recommend that this proposal be REJECTED at this time.

Section 3.

The Union proposes that call-in pay cover all call-ins including training.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED.**

Section 4.

The Union proposal intends to insert after:

“Sergeants shall have first right of refusal for all overtime that replaces a sergeant.”

“Sergeants shall have first right of refusal for all overtime that replaces a Lieutenant.”

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED.**

The City proposes to penalize an employee who refuses overtime by charging him on the overtime list at one and one-half (1 ½) times (instead of the current one time) the hours refused, so as to “clarify” the overtime procedure.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED.**

Section 5.

The Union proposes removal from Section 5: all time use restrictions and to increase the maximum accumulation of compensatory time from eighty (80) to one hundred sixty (160) hours.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED.**

The City proposes to delete Section 5 and simply pay cash for overtime in the interest of more efficient and effective staffing for the city.

I recommend that this proposal be **REJECTED.**

Art. 18 Holidays

Section 1.

The Union proposes to add to Section 1 the following holidays: the employee’s birthday and Veterans’ Day.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED.**

Section 2.

The Union proposes to add to Section 2:

“ Employees shall be paid with holiday pay during the pay period from which the holiday is taken.”

There was no evidence to support this proposal. I recommend that this proposal be REJECTED at this time.

Section 3.

The Union proposes to add to Section 3:

“This shall exclude holidays that have already been taken during the year.”

The City proposes [so as to pay only for *actual* work] to add:

“Each employee who works a holiday listed in Section 1 is granted one day’s pay in addition to his or her regular earnings to be paid on December 1 of each year.”

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 4.

The City proposes to modify [i. e. cash instead of comp time] Section 4 to state:

“Each employee who works a holiday listed in Section 1 is granted one day’s pay in addition to his or her regular pay up to eight (8) holidays per calendar year. This will be paid in the pay period in which the holiday falls.”

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Art. 19 Vacations

Section 1.

The Union proposes to delete the “second tier” which applies a less valuable vacation accrual to employees hired after 01/01/92. The City says it previously negotiated for this provision and there is no basis upon which to give it up.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 3.

The Union proposes to add the right to transfer accumulated sick leave from any other public employer.

While I do not necessarily agree with this concept in principal, such a provision is only feasible if there is reciprocity among and between most or all public employers, and balanced mutual funding can assist public employers, large and small, to bear such a burden.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 4.

The Union seeks to change the current “use it or lose it” one-year limitation on the accrual of vacation time to two (2) years. Furthermore, the Union seeks to remove the present language, which

states: "Such excess leave shall be eliminated from the employee's leave balance" and, instead, to provide for the employee to get paid cash for any unused vacation time.

There was no evidence to support this proposal. I recommend that this proposal be **REJECTED** at this time.

Art. 20 Sick Leave

Section 2.

Section 10 allows for a retirement payout for up to 120 days of unused sick leave. The City seeks to reduce the employees right to unlimited accrual of sick leave to one hundred eighty (180) days in order to reduce the use of sick time as employees near retirement whereby employees use sick as days off until they have 120 days of unused sick leave remaining.

There was no evidence regarding any current sick leave policy, and there is otherwise insufficient evidence to support the City's proposal.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**.

Section 9.

The Union proposes to add the right to transfer accumulated vacation time leave from any other public employer.

While I agree with this concept in principal, but to a much lesser degree with respect to vacations than regarding accumulated sick time, such a provision is only feasible if there is reciprocity among and between most or all public employers, and balanced mutual funding can assist public employers, large and small, to bear such a burden.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**.

Section 10.

The Union seeks to increase the employees' retirement payout right from one hundred twenty (120) days to one hundred eighty (180) days.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**.

Art. 21 Funeral Leave

Note: This Article currently grants three (3) work days funeral leave for immediately family members as listed in Section 1 and, in Section 2, includes Step-fathers, etc., provided the employee actually attend the funeral.

Section 1.

The Union proposes to modify Section 1 to increase funeral leave to five (5) days and to include "step-fathers, etc." in Section 1 rather than Section 2 so as to eliminate the requirement that the employee actually attends the funeral.

The City proposes to modify Section 1 to provide: "time off from work will be taken in consecutive days that must include the day of the funeral."

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**.

Section 2.

The Union proposes to add cousins, aunts, and uncles to Section 2, provided that they actually attend the funeral.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Art. 25 Seniority

Section 1.

The City proposes to delete the phrase "job assignment" to enable the police chief to assign officers as he or she deems necessary for efficient and effective management of the work force.

It is noted that this proposal would eliminate seniority as it applies to job assignments.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 2.

The City proposes to delete the first sentence of this Section, which now reads:

"The shifts worked by dispatchers shall be defined and set forth in Appendix A in this Agreement."

The purpose presented is to allow the chief of police to determine what shifts dispatchers will work in order to maintain and improve the efficiency and effectiveness of the governmental operations.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Art 26 Compensation

Section 1.

The Union proposes to increase base pay by 5-½ % on January 1, 2000; on January 1, 2001 and on January 1, 2002.

The City proposes to increase base pay by 2% at the signing of the contract in the year 2000, 2% on January 1, 2001, and 2% on January 1, 2002. In support the City placed in evidence City Exhibit C. However, there was little testimony to explain or support this document which contains wage rates and ranges and which contains a number of jurisdictions that were admitted as not being comparable. None of the applicable contracts from the other jurisdictions were compared or provided so as to determine the financial comparability of wages and benefits in each jurisdiction.

Given the history of the lack of negotiations, regardless of which party is at fault, I find there is insufficient evidence on which to make any determination as to the amount of any wage increase at this time. Accordingly, although 2% may not be adequate in the market place, and 5 ½ % may be too high in the market place, at the present time, I must leave the parties where I found them.

However, the City's proposal of a two (2%) wage increase for each of three years is inadequate to support its general position that other Union demands that will cost the City money are covered by the compensation offered.

Furthermore, I find from the evidence in testimony elicited from the City Administrator that the City refused to agree to any extension of negotiations despite its admission that the Union caused no delay in the negotiations. Therefore, I find that any wage increase should take effect retroactively as of January 1, 2000.

The Union also proposes to add a permanent differential between all ranks in the amount of 14% (an increase from the current 10+ %).

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

The City also proposes to create a sergeant's payroll tier so that a new sergeant, for his first six months would receive 4% above his patrol rate, and 8% above his patrol rate for the next 12 months, and full sergeant's pay thereafter.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED.

Section 2.

The City proposes to delete this Section which was a one time payment, and which reads:

"Effective upon the parties execution of this Agreement each member of the Dispatcher classification, including the Records Dispatcher, shall be paid a \$500.00 allowance."

I am satisfied that the City's position should be sustained, in the absence of any evidence to the contrary. I therefore recommend that the City position be ACCEPTED.

Add Section 3.

The Union proposes to add a Section 3, to create shift differentials in wages by adding fifty (\$0.50) cent per hour for Midnight shift, and thirty-five (\$0.35) for Afternoon shift.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

Art. 28 Educational and Other Pays

Section 1.

The City proposes inserting a clause at the beginning of this Section: "In accordance with the provisions now contained in the current Norton City Code (Section ____)," the Employer will pay...

This Code provides for reimbursement of tuition only at 100% for an "A", 80% for a "B" and 60% for a "C."

It is noted the Art. 28 in Joint Exhibit 1 provides for the payment of all expenses (as delineated therein) and does not limit educational reimbursement based on grade achievement.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

Add new Section 2.

The Union proposes to add a new Section 2 to provide for additional compensation at the rate of the higher rank earned by an officer who is temporarily replaced by an officer of lower rank to serve as the Officer in Charge ("OIC").

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

Art. 29 Uniform Allowance

Section 2.

The Union proposes that \$50.00 be added to the annual uniform allowance.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

The City proposes to delete Section 3 which provides that:

“Monies paid out under this Article are not to be taxed and no tax is to be withheld from the monies paid under this Article.”

The City contends that this is no longer necessary as a grievance was settled on the interpretation of this issue. This position is partly true as, under the grievance settlement, the allowances paid under this provision were increased by the amount of the attributable city income tax. Because this provision deals with the year 1999 and earlier, I agree with the City and recommend that the Section be DELETED.

Art. 30 Insurance

Section 1.

The City proposes that, instead of the current 100% insurance premium cost being paid by the City, employees share the premiums for insurance with the City paying 75% and the employees paying 25%.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

Section 2.

The City proposes that, instead of the current 100% insurance premium cost being paid by the City, employees share the premiums for insurance with the City paying 75% and the employees paying 25%.

In the absence of evidence to support this proposal, I recommend that this proposal be REJECTED

Section 3.

The City proposes that life insurance coverage that it pays be increased to \$25,000, provided that Sections 1 and 2 are amended as proposed by the City.

The Union proposes that the coverage be increased to \$50,000 or the employees base pay, whichever is greater, with no mention of the City's proposals as to Sections 1 and 2.

In the absence of evidence to support these proposals, I recommend that this proposal be REJECTED

Section 4.

The Union proposes to delete any employee contribution now required for the dental plan, and to increase the coverage to \$1,500 in dental services, of any type, for each member of the employee's family.

(Note: The City serves as self-insurer for the dental plan).

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Section 5.

The City proposes that employees pick-up \$5.00 for generic prescriptions and \$10.00 for non-generic prescriptions, due to increasing costs.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Add new Section 6.

The Union proposes that the City provide at no cost to the employee, enhanced optical coverage to both RK and laser eye surgery.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Art. 33 Miscellaneous

Section 5. now reads:

"The number of part-time patrolmen shall not exceed the number of full-time patrolmen."

The Union proposes to limit the number to the level on 11/1/99, i.e. six (6).

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Section 6. now reads:

" The permanent shift bidding process may be renewed after six (6) months."

The Union proposes to make this provision mandatory by changing "may" to "shall."

The City proposes that the clause be replaced and read:

"Employees will rotate shifts every six (6) months."

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Section 7. now reads:

"Part-time patrol officers shall not be regularly scheduled to work more than sixteen shifts per week collectively."

The Union proposes to delete: "be regularly scheduled to"

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Add new Section 10.

The Union proposes new Section 10 stating:

“The City shall be prohibited from creating and/or utilizing “fill shifts.”

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Appendix “A”

This Appendix now provides specific times for the Day and Afternoon shifts of eight (8) hours each.

The Union proposes to expand these shifts to ten (10) hours.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Grievance Settlement Agreements.

Grievance Settlement #90-103, #90-123 (JX-1, page 48)

The Union proposes that this grievance be amended to require that bargaining unit members fill all positions in the Detective Bureau and that those positions be subject to bidding procedures.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Grievance Settlement #90-104, #90-1707 (JX-1, page 48)

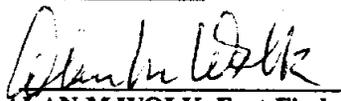
The Union proposes that this grievance settlement be amended to:

- Delete “scheduled” (6th line)
- Exclude the lieutenant from the count of a minimum on-duty complement.
- Mandate that no fewer than two dispatchers work each shift.

In the absence of evidence to support this proposal, I recommend that this proposal be **REJECTED**

Final Comment

It is noted that the lack of sufficient evidence to support the proposals of the parties provides little for the Fact-Finder to rely upon to make recommendations in this matter. Furthermore, the parties made it abundantly clear that this matter is expected to go the Conciliation where the Conciliator must choose between the positions of the parties. It is hoped that the parties will provide the Conciliator with more supporting information. This could include the statutory criteria which was wholly lacking here, e. g. (2) Comparison of unresolved issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.


ALAN M. WOLK, Fact-Finder

Made effective in Cuyahoga County, Ohio,
this 15th day of December, 1999.