

CONCILIATION DECISION AND AWARD
IN THE MATTER OF BINDING FINAL OFFER CONCILIATION BETWEEN

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

SERB Case No.: 95-MED-10-0865

Marcus Hart Sandver, Ph.D.
Conciliator

Hearing Date: May 2, 1996
Decision Date: May 23, 1996

Representing the FOP:

Mr. Ross Rader
Staff Representative
Fraternal Order of Police
Ohio Labor Council, Inc.
Columbus, Ohio

Representing the City:

Mr. Thomas Wiencek, Attorney
Belkin, Billick, Harrold & Wiencek L.P.A.
Cleveland, Ohio

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I. BACKGROUND

This case arises out of a collective bargaining dispute between the City of Lancaster (the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (the FOP). Negotiations between the parties occurred on October 17, 1995, November 2, 1995, November 11, 1995, November 15, 1995, November 21, 1995 and January 4, 1996. On February 14, 1996 the parties presented their unresolved issues to Factfinder Louis V. Imundo. The Factfinder's report was rejected. On March 14, 1996 Marcus Hart Sandver was notified by the State Employment Relations Board that he had been selected by the parties to conciliate the matters in dispute. By mutual consent of the parties the hearing was scheduled for May 2, 1996.

II. THE HEARING

The hearing was convened at 10:00 a.m. in the first floor conference room of the Lancaster Education Center. In attendance at the hearing were:

For the City of Lancaster

<u>Name</u>	<u>Title or Position</u>
1. Thomas J. Wienczek	Attorney, Chief Spokesperson
2. Art Wallace	Mayor, City of Lancaster
3. Thomas Chilcote	Chief of Police, City of Lancaster

For the FOP

<u>Name</u>	<u>Title or Position</u>
1. Ross Rader	FOP Staff Representative, Chief Spokesperson
2. J.R. Greenwalt	Patrol Officer
3. D.K. Blodgett	Patrol Officer
4. M.D. Westenbarger	Patrol Officer
5. M.S. Moyel	FOP/O.L.C. Chair
6. Jim Schorr	Patrol Officer

The Conciliator began the hearing by notifying the parties that the hearing would be conducted in conformity with the rules for conciliation as found in O.R.C. 4117 and associated rules. Further, the Conciliator notified the parties that the conciliation award would be developed in accordance with the criteria for conciliation as found in O.R.C. 4117.14(G)(7)(a-f).

The Conciliator asked the parties to introduce exhibits into the evidentiary record. The City introduced the following exhibits

- City Exhibit # 1 - Map of Counties and County Seats in Ohio
- City Exhibit # 2 - Text of City of Cincinnati v. Ohio Council 8 AFSCME
(61 Ohio St. 3rd 658)
- City Exhibit #3 - Memo from W.A. Parrish to Watch Commanders
Dated: January 5, 1996
- City Exhibit # 4 - Notice from Thomas Chilcote. Assignment of Personnel
Dated: March 15, 1996
- City Exhibit # 5 - Shift Seniority Comparables
- City Exhibit # 6 - List of Patrol Officers, Anniversary date of Employment and
Base Pay Range
- City Exhibit # 7 - Wage Settlement Breakdown (1991-1995)
- City Exhibit # 8 - Watch Assignments and Transfers
Effective Date April 15, 1995
- City Exhibit # 9 - Memo to Thomas Chilcote from James Mathews
Subject: Police Property Issued. Dated: May 1, 1996

The FOP submitted the following exhibits:

- FOP Exhibit # 1 - FOP Position on the Issues (multiple parts)
- FOP Exhibit # 2 - Tentative Agreements
- FOP Exhibit # 3 - Past Collective Bargaining Agreements
- FOP Exhibit # 4 - Factfinder's Report

The parties also agreed to submit the following joint exhibit:

- Joint Exhibit # 1 - *Past Collective Bargaining Agreement.*

After the exhibits were marked the parties were given an opportunity to make brief

opening statements. Mr. Rader waived his opening. Mr. Wiencek made a brief introductory opening statement outlining the City's desires to see a fair and balanced award which is reasonable for both the City and the FOP. The parties then began a discussion on the six (6) issues in dispute. The issues were to be addressed in the same order they were in the Factfinding Report.

III. THE ISSUES

A. *ARTICLE 21 - HOURS OF WORK*

1. FOP Position

The FOP position on this issue is that 50% of the available positions on each shift be bid by seniority. The other 50% of the positions would be filled by the Chief at his discretion. In support of the FOP position on this issue, Mr. Rader directed the Conciliator's attention to the FOP exhibit (1)(a). From the union's list of comparable cities in Ohio with 25 - 45,000 population, Mr. Rader identified five (5) cities (Kent, Marion, Massillon, Sandusky and Zanesville) as having shift selection by seniority. In addition, Delaware also assigns shifts by seniority. Mr. Rader stated his view that the Chief would have all the flexibility he would need to adequately staff the Department with the 50 percent of the personnel that he could assign at his discretion.

2. City Position

The City position on this issue is that the status quo (as found in the past collective bargaining agreement) should continue in allowing the Chief full discretion

in making shift assignments. In support of his position, Mr. Wiencek pointed out that the FOP's evidence itself (exhibit (1)(a)) shows that shift assignment by seniority is found in only one city adjoining Franklin County (Delaware) and is not found in five (5) cities in the unions list of comparable cities based on population (Beavercreek, Bowling Green, Fairborn, Fairfield, and Newark).

Further, Mr. Wiencek stated his view that shift assignments are outside the scope of bargaining as defined in O.R.C. 4117.08 (C). Mr. Wiencek directed the Conciliator's attention to City exhibit # 2 (City of Cincinnati v. AFSCME Council 8). Mr. Wiencek stated that in his opinion the City of Cincinnati case precludes the Conciliator from ruling on this issue because it involves a permissive item of bargaining. Mr. Wiencek stated his view that because shift scheduling is a permissive subject of bargaining and thus not an issue that the parties may bargain to impasse, and because conciliation is a means to resolve issues at impasse, conciliation is inappropriate to resolve this issue.

In support of the City's position, Mr. Wiencek called upon Police Chief Thomas Chilcote to testify. In his testimony, Chief Chilcote stated that since 1990, the City of Lancaster has hired 39 new police officers out of 51 on the force. Chief Chilcote testified that one of the reasons that he has had to adjust the patrol officers' shifts in recent years is because of the fact that the patrol officers as a group were quite junior and new to the Lancaster Police Department. The Chief directed the Conciliator's attention to City exhibit # 3 and # 4. The Chief testified that he is able to accommodate most shift requests within a reasonable period of time.

The Chief further testified that he needed flexibility to schedule officers due to the minimum staffing requirement in the collective bargaining agreement and due to the type of specialized skills that are possessed by some officers and not others. The Chief testified that he needs to balance the shifts with experienced and inexperienced officers and stated his view that the FOP proposal may interfere with this need to balance the shifts.

3. Discussion

The issue of shift assignment is certainly something that effects the wages, hours and terms and conditions of a patrol officer's employment. The City of Cincinnati case addresses the issue of dues deductions for political contributions and does not have much to say which directly addresses the issue of whether or not shift assignment is a mandatory subject of bargaining. Due to the fact that scheduling is specifically mentioned in the past agreement, I believe that the scheduling matter is properly before the Conciliator due to the provisions in O.R.C. 4117.08 (C)(9) which mentions the "modification of an existing provision in a labor agreement" as a mandatory subject of bargaining.

Despite the fact that the modification of a shift scheduling provision in an existing agreement is a proper subject for conciliation, I can find little to recommend the proposal advanced by the FOP in this instance. First of all, there is no seniority scheduling in the past contract and the FOP has done little to produce evidence which shows that there is a compelling need to add it to the new agreement. Second, the

comparables do not show that seniority shift scheduling is common in other cities. Thirdly, the employers argument that flexibility in scheduling is necessary due to the need to balance the skill and experience mix of the officers on each shift is quite persuasive. Patrol officers are clearly informed that police work is shift work when they are hired. The Chief's good faith attempts to accommodate shift preferences whenever possible is sufficient to protect the interests of the officers.

4. Award

The employers position is awarded. No change in the existing Article 21.

B. *Article 22 - Holidays*

1. FOP Position

The FOP position on this issue is that a new holiday, Martin Luther King Day, be added to the existing list of holidays. In support of its position, the FOP submitted comparability data which shows that three (3) police departments in cities of comparable size to Lancaster (Beavercreek, Fairfield, and Sandusky) have one or more holidays than Lancaster.

2. City Position

The City position on this issue is that compared to other cities on the FOP list of comparables, Lancaster is above average in holidays currently offered. Further, Mr. Wiencek pointed out that the patrol officers in Lancaster have on average

more holidays and personal days than officers in the cities which surround Franklin County as well. Mr. Wiencek pointed out to the Conciliator that no other city employees in Lancaster have Martin Luther King day as a holiday. Mr. Wiencek estimated that if Martin Luther King day were to be designated a holiday for all Lancaster employees the cost to the City would be \$48,160 per year.

3. Discussion

The current agreement provides for 14.5 personal days and holidays for Lancaster patrol officers. Nothing that the union has presented at the hearing has persuaded me to believe that the past agreement needs to be changed to add more holidays. The FOP's list of comparable cities shows that only two (2) cities (Fairfield and Sandusky) have more holidays than Lancaster.

4. Award

The employers position is awarded. No change in the existing Article 22.

C. *Vacation*

1. FOP Position

The FOP position on this issue is that the current vacation schedule should be "accelerated" such that employees reach higher benefit levels in a shorter period of time. In support of his position, Mr. Rader used comparability data from the fourteen (14) cities he had cited earlier. The comparability data show that Lancaster lags the

comparable cities in the time necessary to accrue vacation benefits. This lag is on average 2.25 years to reach the fifteen (15) day benefit level, 3.50 years to reach the twenty (20) day benefit level and 9.0 years to reach the twenty-five (25) day benefit level.

2. City Position

The City position is that the vacation schedule should remain as is and not be changed. In support of his position, Mr. Wiencek raised a number of points. First, Mr. Wiencek brought out the fact that for those employees with at least twenty years of service there is the option of "cashing in" or converting 40 hours of sick leave for an extra week of vacation thus "accelerating" the vacation schedule for these employees. Mr. Wiencek emphasized that this sick leave conversion was negotiated in the 1992 labor agreement as a way of providing an extra vacation week for very senior employees. Secondly, Mr. Wiencek stated his opinion that if the FOP contract contained an accelerated vacation schedule then there would be pressure on the City from AFSCME to raise this benefit for their members too.

In support of his position, Mr. Wiencek called upon Mayor Arthur Wallace to testify. In his statement, Mr. Wallace testified that the FOP had the same accelerated vacation schedule on the bargaining table in 1992 as that which is before the Conciliator. Mr. Wallace testified that the trade off that was fashioned in the negotiations with the FOP in 1992 was for the FOP to drop the accelerated vacation schedule in exchange for the 40 hour sick leave conversion for those employees with

over twenty (20) years of service.

3. Discussion

Vacations and payment for time not worked are sometimes found in several different parts of the collective agreement. This is true in Lancaster where holidays are found in Article 22 of the agreement and vacations are found in Article 23. By my reading of the past collective bargaining agreement, Lancaster police receive ten (10) "named" holidays (Article 22 section 14) and thirty-six (36) hours of time for personal leave or another 4.5 days (Article 23 section B(1)). This brings the number of paid holidays to 14.5.

If we now look to the 14 comparable cities listed in the FOP exhibit # 1C we see that Lancaster lags almost every city listed in terms of vacation benefit. By my reading, no city has a vacation accrual schedule that is "slower" than Lancaster's. Even with the proposed change, Lancaster would tie Newark and Fairborn but would still be inferior to 12 cities.

But vacation alone does not tell the whole, or the accurate, "time off story". If holidays are considered in the total time off package, Lancaster now goes to the top, or very near the top, of the comparability listing. With 14.5 holidays, Lancaster police have one of the best holiday packages of any of the 14 cities; only Fairfield with 16 days and Sandusky with 15 days have more holidays. How exactly are personal days different from vacation days? According to Article 23 section B2:

"Personal days are scheduled in the same manner as vacation is scheduled. Vacation and personal time off may be taken separately or in conjunction with each other at the discretion of the member, and with the approval of the supervisor".

Consider for a moment the effect of the 14.5 days of holiday and personal days that the Lancaster police officers receive compared to the 11 or 12 days of holiday received by officers in Marion or Newark. Take a look at the total time off package for a ten (10) year officer including both vacation and holiday benefits.

<u>Newark</u>	<u>Lancaster</u>
10 years of employment	10 years of employment
120 holidays (12 days x 10 years)	145 holidays (14.5 days x 10 years)
60 vacation days (years 1-6 @ 10 days)	70 vacation days (years 1-7 @ 10 days)
60 vacation days (years 7-10 @ 15 days)	45 vacation days (years 8-10 @ 15 days)
TOTAL 240 DAYS	TOTAL 260 DAYS

<u>Marion</u>
10 years of employment
110 holidays (11 days x 10 years)
40 vacation days (years 1-4 @ 10 days)
90 vacation days (years 5-10 @ 15 days)
TOTAL 240 DAYS

The point of the exercise here is to show that time off benefits in Lancaster are pretty good compared to other cities. I do not think the comparability data justifies a change in the current agreement.

The City's argument that the vacation proposal should be rejected because of the "danger" that AFSCME might want to copy it is not persuasive to me. The AFSCME negotiations have no bearing on the decision the Conciliator is asked to make in this case. Likewise, past "trade offs" and compromises reached in

negotiations three (3) years or more ago have little relevance to the conciliation decision in this case. My interpretation of 4117.14, is that unless the moving party who wants to change the current agreement can provide comparability data or ability to pay data to support their position the status quo will prevail. The FOP has not met its burden to demonstrate that the current vacation schedule needs to be changed.

4. Award

The employers position is awarded. No change to be made to Article 23.

D. *Insurance*

1. FOP Position

The FOP position on this issue is to maintain the status quo on the health insurance benefits. The major issue in dispute between the parties is the amount of monthly premium contribution to be made by the employee. Under the FOP plan current employee contribution would remain at \$50 per month for family plan and \$20 per month for single insurance. Both parties propose to continue the 125 pre-tax plan the City has already implemented.

In support of The FOP position on this issue, Mr. Rader directed the Conciliator's attention to FOP exhibit #1 (D). In the exhibit are displayed the premium contributions made by the employer and the employees in 14 comparable cities to Lancaster. The average employer contribution to premium was 98.2 percent in the similar population cities and 89.25 percent in the geographically proximate cities. In

Lancaster, the employer contribution to health insurance premium is 89 percent.

Mr. Rader emphasized to the Conciliator that costs of health insurance premiums in general have begun to moderate from the double digit annual increases of the early 1990's. Mr. Rader stated his opinion that the City has shown no compelling reason why the employees should have to pay a higher share of the health insurance premium than they do now.

2. City Position

Mr. Wiencek began his presentation on this issue by pointing out to the Conciliator that it is very difficult to make meaningful cost comparisons of health insurance premium costs between different employers. Mr. Wiencek further noted to the Conciliator that the switch to the PPO in 1995 had significant cost savings to the City of Lancaster and to the employees.

The City proposal would be to move from a flat \$50/\$20 premium share for family/single coverage in 1996 to a 15 percent premium share in 1997 (not to exceed \$60/\$25 for family/single coverage) and to a 15 percent premium share in 1998 (not to exceed \$68/\$30 for family/single coverage).

The City is further offering (and has in fact implemented) an IRS 125 plan which would allow for the payment of health insurance premiums out of pre tax dollars thus lessening the impact of the premium increase on the employees take home pay. If the City estimates are correct, moving to the 125 plan will actually save the employees money because the \$50 contribution to premium will be taken pre tax so employee

take home pay will only be reduced by \$40.75 not the whole \$50. The employees will actually be about \$9.25 per month better off in take home earnings than they would have been without the 125 plan.

The City emphasized in its presentation on this issue that every other bargaining unit in the City (both the other FOP units and AFSCME) have the same insurance package as that now proposed by the City. For the sake of conformity and ease of administration, the City urged the Conciliator to recommend changes in the health insurance package.

3. Discussion

The external comparability data provided by the FOP seem to show quite clearly that the officers at Lancaster already pay a higher share of premium than the officers in most of the other cities cited (only officers in Circleville and Marysville pay more in premium share). To justify a change from the status quo, the City has an affirmative obligation to show why the change is necessary. The City has not demonstrated a compelling economic need for the change, nor has it demonstrated the need for a change with comparability data from other cities. The City has not demonstrated that it would be an administrative burden to maintain the health insurance plan as it currently exists. The City's only rationale for the change is that AFSCME and the other FOP units had agreed to this change in their negotiations.

I agree with the Factfinder's report and see no need for the change to the premium share advocated by the City. If the 125 plan will increase the patrol officers

take home pay by \$9 per month so be it. As the FOP representative commented at the hearing, IRS rulings change almost every year on the tax treatment of health insurance premiums. There is no reason that the tax savings to the employee from the 125 plan should be "taxed away" by the employer to pay for an increase in premium share.

4. Award

The union position is awarded. No change to be made to Article 26 with the exception that the 125 plan is to remain in place..

E. *Compensation*

1. FOP Position

The FOP position on this issue is to raise wages by 4.5 percent per year for the next three (3) years. In defense of its position, the Union cited earning figures for Patrol Officers from the 14 cities that it had been using as comparables. The average top step salary for the 14 cities was \$35,497, in Lancaster the figure was \$30,014. If pension pick up and longevity are included in the top step salary computation the 14 city average salary is \$37,164 and for Lancaster the figure is \$32,336. Of the eleven (11) cities in the population comparable group, Lancaster would rank 10th in top officer salary (ahead of Zanesville). In the five city geographic comparables Lancaster would rank 4th (ahead of Circleville).

2. City Position

The City representative directed the Conciliator's attention to pp 24-26 of the City's exhibit # 1. Based on a list of 15 comparable cities according to the City's data, Lancaster ranked 4th out of 15 in top officer's salary. After some questions by the Conciliator it was determined that Lancaster would actually be 8th on this list. The City representative went on to stress that it is the total compensation package that needs to be considered (including longevity steps and pension pick up) not just straight salary figures.

The City representative pointed out to the Conciliator that all other city employees had received wage raises of 4-4-4 in their most recently negotiated contracts. The City representative pointed out to the Conciliator that the last time Lancaster announced that it would test for new police officers over 200 applicants took the test for the one position. The City representative stated his opinion that if Lancaster was not paying its officers fairly then people would not be rushing to join the force as they are today.

3. Discussion

As in many Factfinding and Conciliation hearings, the facts are in dispute in this case. The FOP produced a list of 15 cities comparable, to Lancaster. The City produced a list of 15 cities comparable to Lancaster. Interestingly, only four (4) cities are found on both lists. These are comparables upon which both parties can agree, one would presume. These cities are Newark (pop. 44,400) Zanesville (pop. 26,800)

Marysville (pop. 10,800) and Circleville (pop. 11,700). Lancaster has a population of 34,500.

If we take the FOP figures on top step salary plus longevity and pension pick up for an employee with 18.6 years of service we would have the following salary distribution for the cities in the comparability cohort.

City	Population	1996		
		Top Salary + Longevity + Pension Pick Up	Trend 3 yrs @ 3%	Trend 3 yrs @ 3.5%
Zanesville	26,800	\$33,759	\$36,889	\$37,429
Newark	44,400	\$33,240	\$36,322	\$36,853
Marysville	10,800	\$33,030	\$36,092	\$36,620
Lancaster	34,500	\$32,336	*	*
Circleville	11,700	\$30,270	\$33,076	\$33,560

Lancaster * 3 years @ 4% \$36,373
 * 3 years @ 4.5% \$36,900

We can see from looking at the table above that compared to cities which both sides agree are comparable to Lancaster, that Lancaster ranks 4th in 1996 top step Patrol Officer earnings. Comparable salaries for entry level Patrol Officers would be as follows:

City	Population	Starting Salary	Trend	
			3 years @ 3%	3 years @ 3.5%
Zanesville	26,800	\$19,323	\$21,114	\$21,423
Newark	44,400	\$20,909	\$22,847	\$23,182
Marysville	10,800	\$24,960	\$27,847	\$23,182
Lancaster	34,500	\$24,253	*	*
Circleville	11,700	\$21,563	\$23,562	\$23,907

Lancaster * 3 years @ 4% \$27,281
 * 3 years @ 4.5% \$27,676

In this list, Lancaster is second to Marysville in starting level salary. The table "trends" the salaries of the Patrol Officers at a rate of 3.0 percent over 3 years and 3.5

percent over 3 years to compare the relative standing of Lancaster to the other cities under different assumptions about raises these cities may give their officers in the future. For starting salaries, Lancaster is second to Marysville currently and will remain at second if Marysville raises starting salaries 3.5 percent per year over the next 3 years and Lancaster raises salaries 4 percent. If Lancaster raises starting salaries 4 percent over the next three years and Marysville raises salaries 3 percent then the two cities will have roughly the same starting salaries. If Lancaster raises salaries 4.5 percent and Marysville raises their 3 percent then Lancaster will have the highest starting salaries of the group. If Lancaster raises starting salaries by 4.5 percent and Marysville raises their by 3.5 percent then the two cities will be about the same on starting salaries. Either way, under any combination of assumptions, Lancaster will be either first or second in starting salaries among the comparable cities.

The top step analysis is more complex and more interesting. Lancaster now ranks 4th among the 5 cities in top step salary including longevity and pension pick up. If Lancaster were to raise its salaries at 4 percent over the next 3 years and the other cities were to raise theirs at 3.5 percent then Lancaster would remain 4th on the list. If Lancaster raises their salaries 4 percent and the other cities raise theirs 3 percent then Lancaster moves to second place (behind Zanesville). If Lancaster raises their salaries 4.5 percent and the other cities raise their salaries 3.5 percent then Lancaster is still second in the list (again behind Zanesville). If Lancaster raises their salaries at 4.5 percent and the others raise theirs at 3.0 percent over the next 3

years then Lancaster would be first on the list, \$11 ahead of Zanesville (virtually a tie).

Based on my reading of the comparability data, I find that the Lancaster police (especially the top step officers) are underpaid compared to the comparable cities. When we consider that Zanesville pays 100 percent of the health insurance premium, Newark pays 92 percent and that Lancaster pays 89 percent, the underpayment becomes all the more clear. In my opinion, the 4.5 percent wage position of the union is justified based on comparability data for the four (4) cities that both sides agree on as comparable to Lancaster.

4. Award

The union position is awarded. Raises are to be 4.5 percent in 1996, 4.5 percent in 1997 and 4.5 percent in 1998.

F. *UNIFORM ALLOWANCE*

1. FOP Position

The FOP position on this issue is that the uniform allowance should be \$800 for the initial uniform allowance. In 1996, the on-going uniform allowance will be \$700 and will increase to \$750 in 1997 and \$800 in 1998. The FOP would eliminate the need for patrol officers to substantiate their purchases with receipts. The FOP proposal would provide for an additional \$350 uniform allowance for anyone transferring into or out of the Detective Section. In discussing the FOP position on this matter, Mr. Rader brought out the fact that because the current uniform allowance is taxed "up

front" in Lancaster, employees do not have enough money left after tax to purchase a sufficient supply of uniform items. Mr. Rader estimated that an officer would need approximately \$650 per year, after tax, to adequately provide for his or her uniform needs each year.

2. City Position

Mr. Wiencek stated at the beginning of his presentation on this issue, that the reason the City taxes the uniform allowance is because it is required to by I.R.S. regulations. Mr. Wiencek stated his opinion that the \$700 uniform allowance offered by the City is more than adequate to cover uniform costs in a year. Mr. Wiencek directed the Conciliator's attention to City exhibit # 9. In this memo, Captain James Mathews estimates that the City pays \$1,529.88 in initial outlay costs to outfit a patrol officer with uniform items furnished by the City (e.g. weapon, badges, etc.). These items are provided at no cost to the officers. Mr. Wiencek restated his view that \$700 per year is more than adequate to provide for cleaning and replacement of uniforms in a year.

3. Discussion

The discussion on this item was relatively brief. The data for the comparable cities furnished by the FOP show that even at the \$650 level now provided, Lancaster exceeds all other cities except Newark. The past agreement provides for a \$650 allowance and the City proposal is to raise this to \$700. This seems fair to me (more

than fair actually) if the comparables are considered. As I understand it the receipt rule has been honored more in the breach than in the observance, but it is necessary for I.R.S. purposes. I find no need to change Article 29 other than to increase the amount to \$700.

4. Award

The employers position is awarded. The initial allowance shall be \$700 and the annual continuing allowance shall be \$700. Paragraph B shall remain unchanged.

IV. CERTIFICATION

This Conciliation Decision and Award is based upon pre-hearing briefs provided by the parties and upon evidence and testimony presented to me at a Conciliation hearing held in Lancaster, Ohio on May 2, 1996.



Marcus Hart Sandver, Ph.D.

Upper Arlington, Ohio
May 23, 1996