

**IN THE MATTER
OF
CONCILIATION**

APR 23 10 13 AM '97

DECISION & AWARD

BETWEEN The Fraternal Order of Police, OLC, Inc. and the Erie County, OH Sheriff	CASE NO. : 96-MED-10-0871 CONCILIATOR: JOHN S. WEISHEIT DATE OF HEARING: April 23, 1997 DATE OF REPORT: April 24, 1997
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REPRESENTATION

by

<u>Employer Representatives</u>	<u>Union Representatives</u>
Terry R. Griffith, Esq, Ass't Pros. Attorney Terry Lyons, Jail Admin. Wayne Majoy, Exec. Officer Eric Humphrey, H. R. Dir.	Phil Hatch, FOP Representative Kay Cremeans Esq. FOP, Gen. Con. David Palmucci, FOP Rep., Guards Charles Weyer, FOP Rep. Corporal

AUTHORITY

This matter was brought before Arbitrator John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Conciliator is for consideration and directive based on merit and fact according to the provisions of ORC 4117, in particular those that apply to safety forces.

BACKGROUND

The Erie County Sheriff, hereinafter called the "Sheriff" and/or "Employer", recognizes the Fraternal Order of Police, OLC, Inc., hereinafter called the "FOP" and/or "Union" for purposes of collective bargaining regarding the wages, hours, and other terms and conditions of employment effecting a number of the employees in the Sheriff's Department as correction officers and corporals.

A Conciliation Hearing was scheduled for 10:00 a.m. on April 23, 1997. Prior to the formal Conciliation Hearing, the parties mutually agreed to mediate the unresolved issues. This exercise resulted tentative agreement of all remaining issues. The parties further requested that the Conciliator enter their tentative agreement as the Conciliation Award in this case.

The parties indicated mutual agreement to change the numbering format of chapter and paragraphs in the Contract structure.

DECISION AND AWARD

It is therefore decided to grant the parties request and there tentative agreement included in this Award shall be terms of the Agreement between the parties commencing January 1, 1997 through December 31, 1999¹.

Contract terms shall be set forth using an accepted labor contract format standard.

¹Shaded text indicates added language, strike-out text indicates deletion.

APRIL 23, 1997

ALL OTHER ARTICLES AND SECTIONS NOT SPECIFICALLY ADDRESSED IN THIS TENTATIVE AGREEMENT
REMAIN CURRENT CONTRACT.

FOR THE UNION

FOR THE EMPLOYER

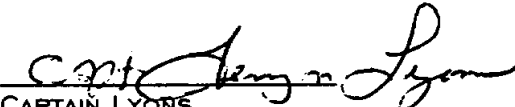

PHIL HATCH, FOP

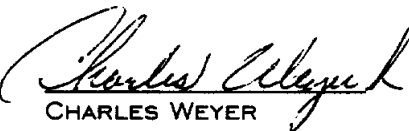

TERRY GRIFFITH, A.P.A.


KAY CREMEANS, ESQ. FOP


CHIEF DEPUTY MAJOR


DAVID PALMUCCI


CAPTAIN LYONS


CHARLES WEYER


ERIC HUMPHREY DIRECTOR ECDHR

THE CONCILIATOR, UPON MUTUAL REQUEST OF THE PARTIES, ^{issues} ~~MAKES~~ ^{Endors} THIS ~~TENTATIVE~~ AGREEMENT, ^{as his} HIS

Conciliation

AWARD.

CONCILIATOR WEISHEIT

 DATE 4-23-97

5.07 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after their effective date, providing that there are no intervening disciplinary actions. Copies of records of disciplinary action, no longer having effect, shall be returned to the employees at the employees's written request.

5.08 An employee may inspect his personnel file twice annually, provided such inspection is done on the employee's non-work time and the Sheriff is notified of the request at least seventy-two (72) hours in advance of such inspection.

5.09 There shall be one official personnel file on each employee which shall be kept in the Sheriff's Department. A copy of all documents relating to disciplinary actions and job performance evaluations shall be given to each employee at the time they are placed in his personnel file. An employee will sign that he has received such documents at the time of receipt.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustment of disputes between bargaining unit employees and the Employer. The term "grievance" shall mean an allegation by a bargaining unit employee or a representative of management that there has been a breach, misinterpretation or improper application of the Agreement. All matters contained in this contract are proper subjects for the grievance process.

6.02 An employee shall have the right to present grievances and have them adjusted without the intervention of the union or its representatives as long as the adjustment is not inconsistent with the terms of this agreement. The Union must be notified of all grievances which are filed and the scheduling of any grievance meetings. A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employees shall be selected to process the grievance, however, all employees who wish to be considered as grievants shall sign the grievance form. A

grievance that affects all employees, or all employees in one submitted at the appropriate step.

6.03

Step 1. ORAL STEP The action which caused the alleged grievance must be identified and reported to the Jail Administrator, or his designee, and the Union within ten (10) days of the event that gave rise to the grievance. The grievant, the Jail Administrator or his designee, and a Union Representative, if the grievant so desires, shall discuss the issue and the Jail Administrator, or his designee, shall have seven (7) days to make any investigation necessary and respond to the grievant.

Step 2. WRITTEN STEP If the grievance is not settled to the satisfaction of the grievant, the grievance must be reduced to writing and within seven (7) days the grievance must be submitted to the Jail Administrator or his designee who shall answer the grievance, in writing, within five (5) days of the filing of the grievance.

Step 3. SHERIFF STEP If the grievance is not settled at Step 2 the grievant shall have seven (7) days to refer the grievance to the Sheriff. The Sheriff will, within five (5) days, schedule a meeting with the grievant, the Union Representative and any other concerned party. The Sheriff has seven (7) days to respond following the meeting.

Step 4. ARBITRATION. If the grievance remains unresolved the Union may, within fourteen (14) days appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to file a grievance the Sheriff and the Union shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators of the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the party. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable.

The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

6.04 All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally, with the exception of the services of the arbitrator, which costs shall be borne by the losing party as declared by the arbitrator. If an arbitral decision is split between the parties, the arbitrator's fee shall be equally borne by both parties. In cases of arbitration involving terminations, the parties will split the arbitral fee.

6.05 All grievances must contain the following information and must be filed using a form mutually agreeable to the parties:

1. The employee's name and signature.
2. The grievant's classification.
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was first discussed.
4. Date the grievance was filed in writing.
5. Date, time and location where the grievance occurred.
6. A description of the incident giving rise to the grievance.
7. Specific articles of the agreement violated.
8. Desired remedy.

6.06 For purposes of this Agreement, days shall be week days (Monday through Friday). Failure of the Employer to act within the time limits shall be cause for the member(s) to submit the grievance to the next higher step. Failure of the member to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this Article, may be waived by mutual agreement. A grievance can be withdrawn at any

time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Labor Council Coordinator and the Sheriff. The Labor Council Coordinator of a grievance representative shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance.

**ARTICLE 16
HOLIDAYS**

16.01 Employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	30th day of May
Independence Day	4th of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Friday after Thanksgiving	4th Friday in November
Christmas Day	25th day of December

16.02 In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

16.03 If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

16.04 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays. Employees scheduled to work a regular shift on holidays will receive an additional compensation of eight (8) hours of holiday premium pay.

16.05 An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.

16.06 Holiday hours not worked will not be recorded or charged.

16.07 In order to be eligible for holiday pay the employee must work the last, regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holiday unless the employee has an excused absence. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement. The employee must be on the active payroll during the week in which the holiday falls.

16.08 Payment for all holidays outlined in Section 1 above shall be made to an employee at his regular straight time hourly rate in a lump sum in a draft, together with the longevity pay in one separate check on the normal pay day in the first pay period of December of each year. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

16.09 An employee who leaves employment with the Employer prior to December of each year other than for reasons outlined in Section 10, shall receive payment in a lump sum and in a separate check for all earned but deferred holiday pay which he has accrued as of the date of his separation. Such employee shall not be entitled to interest which may accrue on such deferred holiday pay.

16.10 An employee shall not be entitled to any holiday pay as provided in this Article during the period he is on an approved leave of absence, or during a period in which he is on layoff.

ARTICLE 17
SICK LEAVE

17.01 CREDITING OF SICK LEAVE. Sick leave credit shall be earned at the rate of 4.6 hours for each ~~eighty (80) hours of service~~ bi-weekly pay period in active pay status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

17.02 EXPIRATION OF SICK LEAVE. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave, at the discretion of the Employer.

17.03 CHARGING OF SICK LEAVE. Sick leave shall be charged for actual time absent. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earning.

17.04 USES OF SICK LEAVE.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee;
 2. Death of a member of his immediate family;
 3. Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
 4. If a member of the immediate family is afflicted with a contagious disease or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
 5. Pregnancy of the employee, and/or child birth and other conditions related thereto, and;
 6. if a member of the immediate family needs care which must be provided by the employee, the employee must provide a physician's slip or minister's letter in order to be eligible for sick leave usage.

17.05 **EVIDENCE REQUIRED FOR SICK LEAVE USAGE.** The Employer may require an employee to furnish a standard, written signed statement explaining the nature of the illness, to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

17.06 **NOTIFICATION BY EMPLOYEE.** When an employee is unable to work, he shall notify his immediate supervisor or other designated person, one (1) hour before the time he is scheduled to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

17.07 **ABUSE OF SICK LEAVE.** Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. If the Employer has reason to suspect that a pattern of sick leave abuse exists, the Employer shall inform the employee in question and the labor council coordinator of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use and does not furnish a physician's statement concerning the illness(es), then the employee may be subject to the discipline procedure.

17.08 **PHYSICIAN STATEMENT.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician, notifying the Employer that the employee was is unable to perform his duties. When the employee is absent for three (3) or more consecutive days due to illness, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties.

17.09 **PHYSICIAN'S EXAMINATION.** When reasonable under the circumstances, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the Union, the Employer shall disclose in

writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne BY THE employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the Employer.

17.10 DOCUMENTATION UPON SICK LEAVE USAGE. Any employee who is on sick leave must provide the proper documentation prior to return to work. This documentation shall consist of a completed departmental leave slip, and a doctor's slip if required by this Article. The proper documentation must be turned in to the officer in charge (O.I.C.) prior to the start of the shift. Failure to turn in the proper documentation will result in the absence becoming unapproved, with loss of pay by the employee for the days in question.

17.11 FUNERAL LEAVE.

- A. Employees shall be granted up to three (3) consecutive days leave, with the approval of the Sheriff, upon the death of his spouse, child, parent or parent-in-law, sister, or brother or grandparent. This leave shall not be charged against sick or other leave benefit in this agreement. Additional leave, up to two (2) consecutive days may be taken and charged against sick leave accrual.
- B. On the written request of the employee, the Employer may grant additional sick leave to a maximum of ten (10) days and then, on the employee's request, may grant additional days as the Employer may deem necessary. Such leave shall be granted upon the approval of the Sheriff at the request of an employee for a maximum of five (5) days on the death of a grandchild, wife's legal guardian or person who had stood in loco parentis, brother-in-law, sister-in-law, daughter-in-law, son-in-law. The Employer shall grant a reasonable number of additional days of

sick leave at the request of an employee who shows good cause for an extension.

- C. Such sick leave/funeral leave must be on consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is not scheduled to work, the consecutive work days will be scheduled with the Employer's representative. The employee may be required to submit a death or obituary notice or form from a funeral director with the standard written, signed statement justifying sick leave. The Employer's record of an employee's use of leave under this section shall distinguish funeral leave from regular sick leave.

ARTICLE 18 PERSONAL DAYS

18.01 All employees covered by this Agreement shall be entitled to three (3) personal days off with pay in each contract year. All employees must have successfully completed their probationary period to be eligible for the personal days.

18.02 Such personal days must be taken in three (3) eight (8) hour increments in the contract year said personal days are earned. There shall be no carry-over of personal days.

18.03 An employee shall take said personal days at his choosing, with the following criteria:

1. Request for personal day must be made in writing to the Employer or his designee ten (10) days in advance of the intended day off.
2. Said day off shall not be in conflict with operations of the department.
3. Sheriff or his designee shall give written approval of said request.

18.04 An employee who has requested a personal day off, but cannot be scheduled for such by December 31 of the year in which said day was earned, shall be paid for such day at the applicable rate of pay.

18.05 Should an employee not attempt to schedule his personal days off by December 31 of the year in which said days were earned, he

shall forfeit said personal days and not be entitled to compensation for such days.

ARTICLE 20
HOURS OF WORK/OVERTIME

20.01 The standard work period for all full-time employees covered by the terms of this Agreement shall be fourteen days (14) days. The work period shall be computed starting Sunday and ending on the fourteenth day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next fourteen (14) day period. Hours worked shall include holiday time, vacation time, bereavement leave, and personal days. Sick leave shall not be counted towards hours worked for purposes of overtime payment unless the employee provides a signed physician's statement for the period of sick leave.

20.02 Each employee, during the fourteen (14) day period outlined above, shall work an average of forty (40) hours per week.

20.03 When an employee is required by the Employer to work in excess of eighty (80) hours in a work period as defined in Section 1 above, he shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate for all hours worked in excess of eighty (80) in the fourteen (14) day period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. An employee must be prepared to work overtime without prior notice and/OR all overtime that is scheduled shall be worked.

20.04 **TRADING DAYS OFF.** Employees of the bargaining unit in the same job classification and with the same assigned duties may be permitted to voluntarily exchange days off. Before any days off can be exchanged, a notification must be filed with the Sheriff's office. The notification shall contain:

1. The specific day(s) to be exchanged;
2. The signatures of both parties to the exchange.

It is agreed that the exchange of days must be completed within one (1) calendar year. The Employer is hereby indemnified by the signatures to the exchange for any financial liability resulting from a party to the exchange who fails to satisfy the agreement.

20.05 **SHIFT & DAY OFF TRADE OR EXCHANGE.**

a. Employees with the same job description or assigned basically similar job responsibilities and duties may be permitted, on written request submitted not later than one (1) week in advance, to exchange assigned shift hours for a period of no less than one (1) work day nor more than twenty (20) work days. The employee may trade shifts for consecutive periods of twenty (20) work days. The Employer will not unreasonably deny approval to change shifts. The Employer may deny approval for operational reasons.

b. Employees whose job description or job responsibilities and duties are peculiar to them individually may be permitted, on written request submitted no later than one (1) week in advance to exchange one or more scheduled days off for scheduled work days subject to the limitations that such exchanges must occur entirely within the ~~Employer's permanent twenty eight (28) day work~~ employee's pay period.

20.06 Employees shall be entitled to a period of relief of no less than thirty (30) minutes in duration for every eight (8) hour shift worked. The relief period shall commence when the employee physically exists the assigned work station or vehicle.

20.07 Management, at its discretion, shall make a lounge area available where the employees will have privacy to eat or perform other tasks usually done on break, or management may allow the unit employees to exit the Employer's premises.

20.08 Employees agree that they shall endeavor to maintain contact with the Communications Center at all times during the relief period. In the event of a police emergency, all employees will report to the assigned duty stations at once, or as quickly as safety allows.

20.09 It is the responsibility of the Shift Supervisor, or Officer in Charge, to make arrangements for the relief of on-duty unit employees.

24.03 CONTRACTING OUT WORK.

The Employer agrees for the duration of this contract not to contract with any agency for the performance of any duties and/or responsibilities customarily and currently being performed by employees of the bargaining unit(s). This Article shall not apply to, nor prohibit the employer from entering into a Mutual Aid Agreement with, or from providing contractual law enforcement protection or services to, any political subdivision within Erie County, Ohio, or from making an agreement with another political subdivision to house prisoners in the event the jail population exceeds the legal capacity of the jail.

24.04 MAINTENANCE OF CURRENT PRACTICE. All departmental policies or procedures which are now in effect and which are not specifically provided for in this Agreement or which have not been amended or altered by provisions of this Agreement shall remain in effect during the term of this Agreement, unless changed circumstances dictate otherwise.

24.05 COST AND DISTRIBUTION OF CONTRACT. The Employer agrees to furnish each employee of the bargaining unit and each newly appointed person eligible for membership in the bargaining unit one (1) copy of this agreement without charge. The Employer agrees to print the contract and arrange for the Union to have sufficient copies to distribute to its members.

24.06 JOB CLASSIFICATION AND TITLES. The Employer agrees to furnish each newly hired employee, eligible for membership in the bargaining unit(s), with a copy of his job description. Any current employee may request a copy of his job description within thirty (30) days of the signing of this Agreement.

**ARTICLE 25
HOSPITALIZATION/MAJOR MEDICAL**

25.01 During the terms of this Agreement, the Employer agrees to continue to provide medical insurance programs as in effective as of January 1, 1997 without cost to the Employee. ~~as those listed in Appendix C of this Agreement.~~

25.02 **LIFE INSURANCE.** The Employer shall purchase for each member of the bargaining unit, a life insurance policy in the face amount of Twenty Thousand Dollars (\$20,000.00), including accidental death and dismemberment coverage and double indemnity.

25.03 Should, during the life of the Agreement, the County increase the level of medical benefits which are provided to other county employees, such increased benefits shall be extended to members of the bargaining unit as well.

ARTICLE 26
WAGES

26.01 Each bargaining unit member shall be compensated at the rates of pay established on the pay schedule as listed in Appendix B:

26.02 SHIFT PREMIUM. Bargaining unit members working the afternoon shift will be paid a shift premium of ~~five~~ twenty cents (20¢) per hour. Bargaining unit members working the midnight shift will be paid a shift premium of ~~ten cents~~ thirty-five cents (35¢) per hour.

26.03 LONGEVITY PAY. Each employee shall be paid longevity compensation by separate check, which also includes holiday pay, in accordance with Article 16, issued annually on the first pay period in December, based on the following schedule:

<u>SERVICE</u>	<u>ANNUALLY</u>
6 years	\$166.40 \$200
13 years	312.00 350
20 years	520.00 550

26.04 CALL IN PAY. "Call In Pay" is for work performed by a EMPLOYEE of the bargaining unit for the Employer outside the employee's regularly scheduled work period. Compensation for work performed on such call in status shall be compensated at actual time worked. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours exceeding 80 will be paid at the rate of time and one-half.

26.05 COURT TIME COMPENSATION. Off-duty employees shall be compensated at the straight time rate for a minimum of two (2) hours, or for the actual time spent, whichever is greater, in any court of record, Prosecutor's Pretrial Conference or any court-related appearance arising out of his official duties. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours will be paid at the rate of time and one-half. The employee shall prepare the appropriate form and submit the form to the Employer for approval. This form shall be filled out as completely as is possible. In the

appropriate space, the employee shall enter details pertinent to the appearance.

ARTICLE 37
DURATION OF AGREEMENT

37.01

- A. This Agreement shall be effective as of January 1, 19947, and shall remain in full force and effect until December 31, 19969, unless otherwise terminated as provided herein.

- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

37.02 EFFECT OF AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled.

APPENDIX B

WAGE RATES

	1/1/97	1/1/98	1/1/99
CORRECTIONS OFFICER (AFTER ONE YEAR OF SERVICE)	15.85	16.25	16.65
CORPORAL	16.70	17.10	17.55

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of 21 pages, inclusive of this page, contain the findings and determination of the Conciliator.

All issues at impasse presented to the Concilator and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.

If there is found conflict in the Report between the Concilator's Discussion and his Determinations, that language in the Determination shall prevail.

All matters of tentative agreement prior to and at the time of the Conciliation Hearing are to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this 24th of April, 1997.


John S. Weisheit, Conciliator