

**IN THE MATTER
OF
CONCILIATION**

APR 20 8 53 AM '98

FINDINGS & AWARD

<p>BETWEEN The Correction Commission of Northwest Ohio</p> <p style="text-align: center;">and the</p> <p>CCNO Corrections Officers Association, Local 64 of the International Union of Police Associations, AFL-CIO</p>	<p>CASE NO. : 97-MED-09-0871</p> <p>CONCILIATOR: JOHN S. WEISHEIT</p> <p>DATE OF HEARING: March 16, 1998</p> <p>DATE OF REPORT: April 16, 1998</p>
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**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
<p>Timothy C. McCarthy, Esq. Attorney James Dennis, Exec. Dir. Dennis Sullivan, Dir. Support Services</p>	<p>William A. Dunn, Bus. Agent Linda Sobczak, Vice Pres. Local #64 David L. Thomas, Past Pres. Local #64 Anthony R. Smith, Sec. Treas. Local #64 Troy Dwyer, Shift Steward, Local #64</p>

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 and mutual directives of the parties.

BACKGROUND

The bargaining unit consists of corrections officers employed by the Correction Commission of the Correction Center of Northwest Ohio, hereinafter referred to as the "Employer" and/or "Commission", and is represented by the CCNO Corrections Officers Association, Local #64/International Union of Police Associations, AFL-CIO, hereinafter referred to as the "Union" and/or Local #64. There are approximately 115 members in the bargaining unit employed as correction officers at CCNO. The collective bargaining agreement between the parties expired as of December 31, 1997.

The parties engaged in a period of good faith bargaining for a successor Agreement in the fall of 1997. Impasse occurred and the parties utilized mediation and fact finding. When issues still remained unresolved, the issues in dispute were submitted to Conciliation. This Conciliator was attained in keeping with provisions set forth in ORC 4117.

A Conciliation Hearing was convened at Northwest Ohio Community College, March 16, 1998. At that time the parties submitted such documents and testimony they considered relevant to their respective position regarding each unresolved issue. Upon indicating to the Conciliator that they had a fair and adequate opportunity to present information considered supportive of the respective positions, the Hearing was adjourned.

The determination in this Conciliation Award incorporates "final best offer", issue by issue, as presented by the respective parties on the issues at impasse. Compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board were taken into consideration in making this Award including:

1. Past collectively bargained agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, 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;
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 public service or in private employment.

**SUMMARY OF LAST BEST OFFER
ITEM BY ITEM**

The following sets forth the final position of the Commission and Union on each issue at impasse, item by item. Each unresolved subsection of an Article is a separate item whether stated independently or collectively.

Article, Section, and/or paragraph labels are for identification of issue and format structure only and are not substantive issues before the Conciliator for determination.

Commission Final Position	Issue	Union Final Position
Change cost of arbitration from a 50-50 shared cost of the parties to "loser pay".	Section 7.5, Step 6- Arbitration	Retain current contract language.
Employer option to impose suspension without pay or reduce pd. sick leave and/or vacation lv. related to excessive sick leave use or pattern absenteeism.	Section 8.6 (add) Discipline	Any suspension, at employee option, may be charged against accrued and unused sick lv and/or vacation leave.
Paid sick leave shall not count as hours worked for purposes of computing overtime.	Section 11.2 Hours of Work & Overtime	Retain current contract language.
a) 84 hrs of work in 14 day period for OT computation purposes for correction officers on guard duty. 40 hr work week for correction officers assigned to other than guard duty. Re: Exhibit "B" b) Retain current language.	Section 11.2 Hours of Work & Overtime	a) 82.5 hours in a 14 day period for OT computation purposes for correction officers on guard duty. 8 hr day, 40 hr work week for correction officers assigned to other than guard duty. b) OT not assigned to non-bargaining unit employees.
Shift selection guarantees, based on seniority, at 15 positions - 1st shift; 12 positions - 2nd shift; and 12 positions - 3rd shift.	Section 12.2 Work Schedule	Shift selection guarantees, based on seniority and stated as a percentage of force per shift. At current levels, this is 21 positions - 1st shift; 15 positions - 2nd shift; and 17 positions - 3rd shift.
Replace "1996 and 1997" with "a given calendar year".	Section 12.2 Work Schedule	In concept, same as proposed by the Employer.

Commission Final Position	Issue	Union Final Position
<p>a) Delete 2nd to last paragraph.</p> <p>b) Delete last paragraph.</p>	<p>Section 12.2 Work Schedule</p>	<p>a) Delete 2nd to last paragraph.</p> <p>b) Last para., Guarantee 35 positions to most senior bargaining unit members shift choice. Re: Exhibit "A"</p>
<p>Retain current contract language.</p>	<p>Section 16.3(c) Sick Leave</p>	<p>a) Add "his child or stepchild" for use medical, dental, or optical examinations or treatments for use of paid sick leave.</p>
<p>a) Retain current contract language.</p> <p>b) Reduce the number of days from 3 to 2 consecutive workdays for which the Employee shall provide a doctor's statement.</p>	<p>Section 16.4 Sick Leave</p>	<p>a) Propose to delete "...or in cases in which sick leave use is excessive or reflects a demonstrated pattern of absenteeism,..."</p> <p>b) Retain current contract language.</p>
<p>Increase vacation schedule as stated in Attachment "B".</p>	<p>Section 22 Vacations</p>	<p>Increase vacation schedule as stated in Attachment "A".</p>
<p>Retain current Language</p>	<p>Section 24.1 Fringe Benefits Life Insurance</p>	<p>Increase benefit to \$20,000.00 Provide Union advance notice of benefit level change.</p>
<p>Retain current contract language.</p>	<p>Section 24.3 Fringe Benefits Uniform Allowance</p>	<p>Increase annual uniform allowance in '98, \$450.00; in '99, \$475.00; and in '00, \$500.00.</p>
<p>Retain current contract language.</p>	<p>Section 24.4 Fringe Benefits Dry Cleaning Allowance</p>	<p>Increase quarterly allowance in '98, \$95.00, in '99, \$100.00; and in '00 to \$105.00.</p>
<p>Replace with proposed schedule and rates similar to that adopted for supervisors.</p>	<p>Section 25.1 Wages</p>	<p>Replace with proposed rate schedule recommended by the Fact Finder.</p>

Commission Final Position	Issue	Union Final Position
Retain current contract language.	Section__ add Shift Premium	Add shift premiums for 2 nd and 3 rd shift.
Retain current language.	Section__ add Residency	Residency requirement not to be imposed until 6-months after completing probationary period.
Include released time provision agreed to in another bargaining unit.	Section 32.3 Released Time for Negotiations	Agree with Employer proposal.

Topic

Discussion & Determination

General

The following findings are based on a review of issues and respective positions of the parties as presented in oral and written form at the Conciliation Hearing. Consideration is given to applicable statutory provisions, generally accepted practices in the field of interest arbitration/conciliation, and direction of the party as previously stated.

Last Best Offer

The determination is restricted to the "last final offer" of the parties without modification by the Conciliator. Where the last position of each party is found incomplete or absent appropriate content, the "lesser of two evils" principal is applied. Issues at impasse are weighed and considered in light of total context of the Contract.

Comparables

Comparables are given greatest weight when the data used includes like or similar basis. It is understood each bargaining process will have a variety of different priorities and terms involved. It is rare that all such factors are reflected in comparables data presented. Normally, comparables will have greatest influence when all other factors are equal or other basis for making a determination are lacking.

Fact Finder's Report

The parties have modified and/or withdrawn issues since fact finding. A number of these modifications incorporated the recommendations of the Fact Finder. The process, while not attaining ultimate closure, did achieve getting the parties' disputed matters closer together. There is a recognized difference in role, authority and options in fact finding from Conciliation under ORC 4117. While the Fact Finder's recommendation is not controlling, it is given serious consideration in deliberation and final determination. On some issues, the final positions have been adjusted in a way that focus and basis of determination at the time of fact finding are found to have been significantly altered at Conciliation. On those issues, the Fact Finder's recommendation are given less weight.

Financial Implications

A number of issues in dispute have direct or indirect financial implications to the Employer. No issue of "inability to pay" was raised. This issue reflects a position of what is considered appropriate in the given situation.

Though the determination is made on an issue by issue basis, economic impact is made in context of the totality of the Contract.

Final Position

A number of final positions include more than a single issue. Where such are addressed as individual items, and the determination is other than retaining current language, the expressed related final position is included in the attached Exhibits of this Award.

**Totality
Determination**

All terms and conditions set forth in the Agreement between the parties in effect January 1, 1995 through December 31, 1997, are to be included in this Agreement subject to addition, subtraction, or otherwise modified by terms of tentative agreement between the parties and the Determinations set forth in this Section of the Conciliator's Findings and Award.

**Issue # 1
Sec. 7.5
Arbitration**

The parties have operated for a number of years with the shared cost provision of grievance arbitration. This is the rule rather than the exception in grievance arbitration provisions. No evidence was introduced to support the Employer's concern regarding excessive grievance arbitration filings or other activity that generally gives cause to impose a higher cost to one party than the other in contract enforcement matters. This position is consistent with the findings expressed in the Fact Finding Report.

Determination

It is determined and directed to include the Union's final position to retain current contract language in the Agreement.

**Issue # 2
Sec. 8.6
Discipline**

Absenteeism results from actions other than use of sick leave. Tardies and unapproved absences are not currently addressed in the agreement. Sick

Issue # 3
Sec. 11.2
Hrs. Of Wk,
OT Comp.

The first overtime issue deals with use of sick leave in computation of hours worked applied for overtime. While the Commission argues that FLSA does not require that time paid for, but not worked, be counted toward overtime, there is found no bar to current practice. Further, the Employer's final position only addresses sick leave. Other paid leaves would still apply to overtime computation. This appears to be inconsistent in the Employer's argument. Rationale is not found to support a change to current language.

Determination

It is determined and directed to include the Union's final position of retaining current language on this issue in the Agreement.

Issue # 4
Sec. 11.2
Overtime

The final positions of the parties have been modified since those presented at fact finding regarding the base time worked before overtime is accrued. The Union has adopted the Fact Finder's recommendation which establishes the normal contractual overtime computation for all hours worked after the base hours. Though such structure is the standard in most employment settings, it is not in safety forces. The Employer's position does reflect FLSA standards and includes less time worked in order to attain overtime pay. Full economic impact of other terms are also taken into consideration in making this recommendation.

Determination

It is determined and directed to adopt the Employer's final position on this issue in the Agreement as set forth in Exhibit "A".

Issue # 5
Sec. 12.2 Work
Schedule (a)

There are four (4) identified issues in this section.

a) The first matter deals with the shift selection and guarantees based on seniority.

The Union's final position on the first issue reflects the Fact Finder's recommendation in numbers and format per shift, consistent with current language. The Employer proposes a reduction in seniority guaranteed positions and eliminates the percentage factor stated in the expiring agreement. The Employer argument is not found sufficient to justify a change in current language.

Determination

a) It is determined and directed that the Union final position regarding shift selection guarantees based on seniority is to be included in the Agreement as stated in Exhibit "A".

Issue # 5
Sec. 12.2 Work
Schedule
(b, c)

b-c) The positions call for deletion or modification of dates definite to generic or appropriate dates. Both parties agree to deletion of the same paragraph, designated issue "b"). Their final positions include the same concept of addressing modification of date references, identified as issue "c". The Employer language regarding issue "c" is found more appropriate as the language will not need future change unless a substantive change is made in this provision.

Determination

b) It is determined and directed to include the Employer final position on "b" to be included in the Agreement as set forth in Exhibit "A".

c) It is determined and directed to delete issue "c" as set stated in the Employer and Union final position from the Agreement as set forth in Exhibit "A".

Issue # 5
Sec. 12.2 Work
Schedule
(d)

d) The Union seeks to increase the number of secured positions from the current 28 to 33. The Employer position is to delete this provision. The Fact Finder recommended maintaining status quo. Finding in favor of the Union position on issue "a" above, increases shift guarantees to 53 unit members based on seniority. The Fact Finder recommendation is not an option before the Conciliator. The evidence is not persuasive to support increasing the "super" seniority shift guarantee in addition to the increase already awarded. The Employer position is found more appropriate of the two positions before the Conciliator.

Determination

It is determined and directed to include the Employer's final position on issue "d" in deleting this provision from the Agreement as set forth in Exhibit "A".

Issue # 6
Sec. 16.3(c)
Sick Leave
"child & step-
child"

Reading Article 16 in total context, "immediate family", as defined in section 16.3(b) appears to cover the concern raised by the Union. No record indicates arbitrary and capricious action by the Employer was applied in denying such use by the bargaining unit members.

Determination

It is determined and directed to include the Employer's final position and retain current language on this issue in the Agreement.

Issue # 7
Sec. 16.4
Sick Leave
"excessive sick
leave/pattern
absenteeism"

The matter of inclusion or exclusion of language dealing with "excessive" sick leave use or "pattern absenteeism" is pending in grievance arbitration. While it is appropriate for determination in Conciliation, it is considered more appropriate to defer to the arena of first call. In this case, grievance arbitration. As stated previously, it is considered more appropriate to leave the terms as close to current as possible under the circumstances.

Determination

It is determined to include the Employer's last position on this issue to

Issue # 8
Sec. 16.4
Sick Leave
“reduce from 3
to 2 days of
absence for
mandatory
doctor’s
statement.”

Three consecutive days of sick leave is found more the norm for requiring a doctor’s statement than two. In public sector, as is found in this case, use of sick leave is broad in scope and may be approved for use involving others in addition to the employee in addition to the individual employee’s medical condition. As such, a doctor’s statement regarding the medical condition of the employee may not be relevant. As stated in the previous finding, it is considered more appropriate to retain current contract language and defer determination through the pending grievance arbitration.

Determination

It is determined and directed to include the Union’s last position on this issue in retaining current language on this matter in the Agreement.

Issue # 9
Sec. 22
Vacation

CCNO has been operational for seven years. Both final positions address future, as well as present, direction regarding vacation accrual and use. Both positions reflect the same terms for employees with 14 or less years of service. No employee will have 15 or more years of service by the expiration of this Agreement. The Employer’s position reflects comparable provisions for another employee unit. The Union will have opportunity to timely argue a greater degree of benefit on this issue prior to any impact on bargaining unit employees.

Determination

It is determined and directed to include the Employer’s final position on this issue in the Agreement as set forth in Exhibit “A”.

Issue #10
Section 24.1
Fringe Benefits

The Union final position includes:
(a) advance notification of change in carrier or coverage.
(b) increase life insurance to \$20,000.

The Employer, at Hearing, agreed to inclusion of the Union’s final positions on these two issues.

Determination

It is therefore determined and directed to include the Union’s final position on these two issues in the Agreement as set forth in Exhibit “A”.

Issue # 11
Sec. 24.3
Uniforms

The Union's final position would increase uniform repair and replacement by \$100.00 per year during the life of the Agreement. This is not a form of cash benefit to the employees since the Employer reimburses for actual cost on a voucher system. Though the average cost per employee last year was \$318, there were individuals who did exceed this amount. No individual has been denied reimbursement for uniform repair or part replacement, under the Employer's current practice of "advancing" in those situations when an employee has need to exceed the limit. It would be "cleaner" language to have amounts set in the Agreement that reflect a more accurate amount for uniform repair and replacement. Since that level is being exceeded in limited cases currently, it is determined appropriate to increase the level at this time. The increase will not only give more better direction to the employees but will also assist the Commission in its budgetary planning.

Determination

It is determined and directed to include the Union's final position on this issue in the Agreement as stated in Exhibit "A".

Issue # 12
Sec. 24.4
Dry Cleaning

The Union final position reflects the Fact Finder's recommendations regarding a cleaning allowance. This is a direct financial benefit to the employees. Both final positions provide new-hires' access to this benefit within the initial year of employment.

This is a direct economic benefit to the bargaining unit members. As such, the Union has a greater burden to demonstrate why the amount should be increased. Further, primary consideration and attention on economic benefits is focused on the issue of Wages.

Determination

It is determined and directed to include the Employer's final position on this issue in the Agreement as set forth in Exhibit "A".

Issue # 13
Sec. 25
Wages

The final positions of the parties reflect a significant modification of wages since Fact Finding. Both include a wage schedule adding incremental service increases after 5, 10, 15 & 20 years of service. No dispute was raised on the issue that current pay rates are comparably low to other similarly employed personnel in the area. Testimony was noted from both parties that low wages could have an adverse effect on attaining and retaining a desired staff. To achieve that end will require a wage increase that exceeds average. The Employer's final position includes an overall wage increase in the range of 3-4% per year. The Union's final position provides an increase that is about 4-4.7% annual increase. Most recent SERB figures reflect average increases of about 3.5% annually for safety force settlements. Thus the Employer's position is found to maintain current wage rates at its current low competitive position. The difference in positions is about 1-1.5% annually. The Union's final position will make a modest increase in the competitive rate and add incentive to retain current employees. It is also considered to benefit the community and overall operation to retain a stable work force. There is a need to consider a tangible cost factor in recruiting, training, equipping, and other related costs of replacing staff turnovers. Several other determinations on economic matters were made considering the economic effect of this determination.

Determination It is determined and directed that the Union's final position on this issue be included in the Agreement as set forth in Exhibit "A".

Issue # 14
Sec. ___
Shift
Differential Significant economic adjustments are noted in this Agreement in other issues already addressed specifically in the foregoing matter. The Conciliator is not persuaded that inclusion of this provision is appropriate at this time.

Determination It is determined and directed to include the Employer's final position on this issue in not including this provision in the Agreement.

Issue # 15
Sec. ___
Residency

The Fact Finder expresses a well reasoned finding, concurred with by this Conciliator, in not recommending the inclusion of the Union's proposal on this issue.

Determination

It is determined and directed to adopt the Employer's final position on this issue in not including this provision in the Agreement.

Issue # 16
Sec. 32.3
Released Time
for Negotiations

Without objection of the parties, the Employer submitted a modified final position on this issue that the Union expressed agreement with at the Hearing.

Determination

It is determined and directed to the Employer's final position on this issue be included in the Agreement as set forth in Exhibit "A".

ATTACHMENT "A"

**Final Positions of Unresolved Issues
for
Agreement**

Issue #1 Article 7 - Grievance Procedure - Section 7.5, Step 6 - Arbitration

**Retain Current Language
(Union Final Position)**

Issue #2 Article 8 Discipline - Section 8.6 (new)

**During any suspension, the employee may be required to work his normal hours and receive his usual wages and benefits. In that event, he shall be required to surrender paid sick leave. If the employee has no accumulated sick leave, he shall simply be suspended without pay.
(Union Final Position)**

Issue #3 Article 11 Hours of Work & Overtime - Section 11.2 (Sk Lv use in computation)

**Retain Current Language
(Union Final Position)**

Issue #4 Article 11 Hours of Work & Overtime - Section 11.2 (Base Hrs. Worked for OT Computation)

**Overtime. With the exception of Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, work release- electronic monitoring¹ and classification duties, hours worked in excess of 84 hours in a 14-day work period shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate. Hours worked by Corrections Officers assigned to warehouse, recreation, laundry, tool key and armory, work release-electronic monitoring and classification duties in excess of forty hours in a work week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate.
(Employer Position)**

¹Agreed to include in position at hearing without objection.

**Final Positions of Unresolved Issues
for Agreement , cont'd**

Issue #5-a Article 12 - Work Schedule - Section 12.2

Shift Select Current language except as noted:

1st Shift N/63% (21 positions currently)

2nd Shift N/52% (15 positions currently)

3rd Shift N/63% (17 positions currently)

(Union Final Position)

**b The selection process for shift assignment for 1996 and 1997 a given calendar year shall be completed by November 15th of the prior year.
(Employer Final Position)**

**c ~~The Employer may exercise its right to reassign in 1997 by December 15, 1996;~~
(Employer & Union Final Position)**

**d ~~For calendar years 1996 and 1997, notwithstanding anything to the contrary, twenty-eight (28) Corrections Officers with the greatest seniority assigned to security will be granted their first shift selection request and will not be subject to selective reassignment.~~
(Employer final position)**

Issue #6 Article 16 - Sick Leave - Section 16.4 (added language of "child/step child)

Retain current language. (Employer Final Position)

Issue #7 Article 16 - Sick Leave - Section 16.4 (deletion of excessive sick leave/pattern absenteeism)

Retain current language. (Employer Final Position)

Issue #8 Article 16 - Sick Leave - Section 16.4 (reduce from 3 to 2 days of absence for mandatory doctor's statement)

Retain current language. (Union Final Position)

**Final Positions of Unresolved Issues
for Agreement , cont'd**

Issue #9 Article 22 - Vacation (Current Language except as highlighted)

Years of Service Prior to January 1st of Vacation Year	Vacation Leave	Maximum Vacation Leave
1	3.08 x number of biweekly period in active pay status in prior calendar year.	80 hours
6-7	4.62 x number of biweekly period in active pay status in prior calendar year.	120 hours
15-14	6.15 x number of biweekly period in active pay status in prior calendar year.	160 hours
25-24	7.69 x number of biweekly period in active pay status in prior calendar year.	200 hours

(Employer Final Position)

Issue #10 Article 24 Fringe Benefits - Section 24.1 - Insurance Benefits

Insurance Benefits.

The Employer will continue to provide the current group health plan in effect on the effective date of this Agreement, or substantially similar plans with other carriers, to all regular full-time employees, the full cost of which shall be paid by the Employer. In the event there is a contemplated change in carriers or coverage, the Union shall be provided the proposed changes as far in advance as practicable. The Employer shall also provide a life insurance benefit in the amount of Twenty Thousand dollars (\$20,000) at no cost to the employee.

(Union Final Position)

Issue #11 Article 24 Fringe Benefits - Section 24.3, Uniforms

...allotment per employee of \$430.00 for 1998, \$475 for 1999, and \$500 for 2000. In addition...

(Union Final Position)

Issue #12 Article 24 Fringe Benefits - Section 24.4

...in the amount of Ninety Dollars (\$90.00). This allowance shall be paid to employees beginning with their second full calendar quarter of employment.

(Employer Final Position)

**Final Positions of Unresolved Issues
for Agreement , cont'd**

Issue #13 Article 25 - Wages 25.1

Section 25.1 Base Hourly Rate

	1/1/98	1/1/99	1/1/00
D.O.H.	\$9.61	\$9.99	\$10.39
6 Months	\$9.87	\$10.26	\$10.67
1 Year Full Rate	\$11.00	\$11.44	\$11.90
5 Years	\$11.22	\$11.67	\$12.14
10 Years	\$11.44	\$11.90	\$12.38
15 Years	\$11.67	\$12.14	\$12.63
20 Years	\$11.90	\$12.38	\$12.88

**Employees shall move to the next step immediately upon acquiring the appropriate service time.
(Union Final Position)**

Issue #14 Article __ Shift Differential

**Retain Current Language. Provision not included in Agreement.
(Employer Final Position)**

Issue #15 Article __ Residency

**Retain Current Language. Provision not included in Agreement.
(Employer Final Position)**

Issue #16 Article 32 Duration - Section 32.3 Released Time for Negotiations

Prior to the commencement of negotiations, The Employer and the Union shall mutually agree upon a reasonable timetable for the negotiation process. Once agreed upon, no more than five (5) members of the Union's negotiating team shall be excused from duty with full pay and benefits during the actual negotiating sessions. Ample time shall be allowed to leave work and report to the negotiating site. Those employees who participate in negotiations and are assigned to the night shift and work the night before negotiations shall be excused from duty for the last four (4) hours of their work assignment with full pay and benefits. Should the negotiations extend beyond the initial agreed upon timetable, the Employer shall not unreasonably deny the above considerations to the members of the Union negotiating team. Time spent by members of the Union negotiating team, as set forth in this Section, shall be regarded as work adjusted time and shall not be regarded as time worked for the purpose of computing overtime.

(Employer Final Position)

TOTALITY OF AGREEMENT

This will affirm this Award, consisting of _ pages, inclusive of this page, contain the findings, determination, and Award of the Conciliator. All terms in the agreement between the parties, effective January 1, 1995 - December 31, 1997, shall be included in this Agreement as stated unless specifically deleted, modified, or otherwise changed by tentative agreement of the parties or by the Determinations set forth in this Award.

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

I hereby affix my signature at the Commission of Galion, in the County of Crawford, in the State of Ohio, this 16th day of April, 1998.



John S. Weisheit, Conciliator

CERTIFICATE OF SERVICE

This will affirm that the Determination & Award in the Matter of Conciliation between

**Corrections Officers Association, Local 64,
IUPA, AFL-CIO
&
Corrections Commission of Northwest Ohio**

Case No. SERB 97-MED-09-0871

was served to the below named parties at the stated addresses

William A Dunn
CCNO Corrections Officers Association,
Local 64, IUPA (Correction Officers)
P. O. Box 43449
Oak Harbor, OH 43449

Timothy C McCarthy
Shumaker, Loop & Kendrick
N. Courthouse Square
Toledo, OH 43624-1573

by 1st Class U.S. Postal Service Mail, on April 17, 1998

I affirm, to the best of my knowledge that the foregoing is true and accurate.

John S. Weisheit April 17, 1998
John S. Weisheit, Fact Finder Date