STATE EMPLOYMENT
RELATIONS BOARD
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT AND AWARD
October 5, 1999

In the Matter of:	)	
The City of North Ridgeville	)	
and	)	98-MED-09-0800
The Fraternal Order of Police Ohio Labor Council Lodge 25	)	

APPEARANCES

For the FOP/OLC:

Pat Daugherty, Staff Representative
Mike Piatrowski, Staff Representative
Larry Swenk, Bargaining Unit Representative
Mike Freeman, Bargaining Unit Representative
Edward Garrow, Bargaining Unit Representative
Alan Dent, Bargaining Unit Representative
Glenda Spiegel, Bargaining Unit Representative

For The City of North Ridgeville:

Gary Johnson, Chief Negotiator
Deanna Hill, Mayor of North Ridgeville

Conciliator:

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The University of Akron
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Background

The parties to this Conciliation are the City of North Ridgeville and the North Ridgeville police personnel represented by the Fraternal Order of Police/ Ohio Labor Council, Lodge 25. The two sides conducted a number of negotiating sessions over a period of months, but were unable to reach agreement on a new contract. Consequently, they availed themselves of the dispute resolution procedures of ORC 4117 and scheduled fact-finding. The parties attempted to bridge the differences between their respective positions by having the fact finder act as a mediator, and two protracted mediation sessions were held during March, 1999. The mediation effort was unsuccessful, however, and the formal fact finding hearing was held on May 7, 1999. The Fact Finder, Dennis Minni, then issued his report and recommendations on the unresolved issues. The City voted to accept the report, but the members of Lodge 25 did not approve the proposed settlement; and the current conciliation is the result. The conciliation hearing was held on September 8, 1999 in the North Ridgeville City Building. The parties requested a further mediation effort by the conciliator. The mediation effort started at 10:00 A.M., and parties were able to reach agreement on a number of outstanding issues. As a result, the only issues outstanding are 1) the birthday holiday, 2) payment for court time, 3) alcohol and drug testing, 4) promotion procedures, and 5) contract language covering the police mechanic and humane officer. The formal hearing began at 3:00 P.M. and adjourned at approximately 4:30 P.M.

The Ohio Public Employee Bargaining Statute sets forth the criteria a conciliator is to consider in making recommendations. The criteria contained in Rule 4117-9-06(H) are:

(1) Past collectively bargained agreements, if any.
(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, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 the public service or private employment.

The report is attached and the conciliator believes that the discussion of the issues is sufficiently clear. If either or both of the parties require a further discussion, however, the conciliator would be glad to meet with one or both sides and discuss any questions that remain.

INTRODUCTION:

The issues separating the parties all concern current articles (language) that the City wishes to delete from the agreement. The Union stressed a number of times that the City is the moving party in the dispute; and if the City would withdraw its proposals and agree to current contract language on the contested items, there would no reason for conciliation. The Union believes that the City wants to "clean up" the contract by

changing the contested provisions at its membership's expense. In some ways the Union's position can be summed up in the phrase, "If it ain't broke, don't fix it."

For its part the City argued that the current language is the product of a series of negotiations between the FOP and a number of different City administrations. The City contends that no single administration would have allowed all of the language it finds offensive into the contract. The City believes that the contract contains 1) a number of unusual provisions and 2) some provisions that contain language and ideas that are out of date. According to the City, the goal is to modify the contract to reflect current industrial practice in North Ridgeville and northeastern Ohio.

At the outset it should be noted that this is a situation where a more traditional private sector approach would probably lead to the best solution. In the private sector model, one or both of the parties would compromise on their position in order to reach agreement and bring the process to closure because, in all probability, none of the disputed issues is a strike issue. In this situation the presence of a fact-finding report has served to harden the respective positions of the parties.

Essentially, the Union believes that the current language represents the gains made over time in a number of different areas. The Union argues that the provisions in question represent tradeoffs that led to the current status quo. As a result, the Union membership is not willing to agree to changes in the existing language. On the other hand, the City testified that the idiosyncratic and/or outdated nature of the provisions necessitates changes. However, the City believes that it must pay for its proposed changes with a quid pro quo. In this instance the City contends that its economic package is structured in such a way that the Union is recompensed for any changes in the contract.

The fact finder agreed with the City and noted in his report that he believed that the proposed financial offer to the union was generous enough to compensate the membership for the recommended changes.

The Union disagrees with this assessment. While it is true that the Union ultimately accepted the fact finder's wage and benefit recommendations, the FOP pointed out that the officers were not satisfied with the implicit tradeoffs proposed by the fact finder. The Union believes that the fact finder crafted a solution that does not meet its needs. The Union believes that the changes proposed by the City and recommended by the fact finder represent unwarranted wholesale changes in a contract that has been in existence for decades.

The conciliator has carefully read the fact-finding report. The report concisely states the fact finder's opinions and the overarching rationale for his opinions, i.e., a good financial package as a tradeoff for the deletion of some provisions and language changes in other provisions. A conciliator must give due deference to a fact finder. For ORC 4117 to work in the way that the legislature intended, a way that promotes a harmonious relationship between the parties rather than discord, fact finders and conciliators must work toward the same ends. This is why ORC 4117 requires final offer conciliation. The parties have a fact finding report in hand and the pressure of that report almost always forces the one or both to modify their positions when preparing for conciliation. Ignoring the fact-finding report is a recipe for disaster; the fact finder's opinions do matter.

However, a conciliator cannot follow a fact finder blindly. Each party to a conciliation must be given the opportunity to 1) show that the fact finder erred, 2) present new evidence, or repackage earlier arguments, that the party believes present a

compelling reason to accept their position, or 3) simply restate their position because the party believes that the fact finder made a bad recommendation. In this instance, the Union believes that the fact finder made mistakes when crafting his report and that he did not understand the importance of the contested provisions to the Union membership. Therefore, the Union believes that the fact finder crafted a tradeoff where the cost to the Union is greater than the benefit. The Union argues that the conciliator should not be bound by what it sees as a flawed fact finding report.

It is obvious that fact finding and conciliation are separate procedures. A conciliator must give deference to a fact finder, but the conciliator must also be free to modify the fact finder's proposed award if he/she believes that it is necessary. In the present situation, the conciliator has no problem with either the fact finder's logic or recommendations on an issue by issue basis. Any single recommendation taken by itself is reasonable. Rather, the conciliator is troubled by the sum total of the proposed changes.

Contracts grow over time. There is no industrial relations practitioner who believes that a party should get everything it demands in a single negotiation. The norm is for agreements to grow and change gradually over a period of years. The fact finder recommends a number of major changes to the existing document. It is the number and scope of the proposed changes coupled with the immediacy of the changes that troubles the conciliator. Changes that took years to cumulate are being swept away in a single negotiation. This is unusual. Gradualism is the norm in industrial relations.

Issue: Article XV Holidays (Birthday)

Union Position: The Union demand is for the status quo, that is, an individual's birthday remains a paid holiday.

City Position: The City wants to change the birthday from a paid holiday to a personal day.

Discussion: The police contract currently enumerates thirteen holidays and three personal days. The City's demand is for twelve holidays and four personal days. The evidence at the hearing showed that twelve holidays is standard throughout northeastern Ohio. Twelve holidays is not universal, but it is the norm. In addition, the evidence shows that the number of personal days enjoyed by the North Ridgeville police personnel is, in no way, substandard. Because the City's proposed change does not affect the number of days off, regardless of the award on this issue, the fact remains that the contract will still be generous in terms of paid time off. The City's demand is to change the birthday from a premium day to a personal day.

The City argued that there are a number of reasons for the demand. First, it will lower the City's total wage bill. Second, the City believes that current thinking on this issue is to treat birthdays as personal days. The City believes that this provision reflects an outdated philosophy that should never have been incorporated into the contract. Third, the City testified that other city employees did not receive premium pay on their birthdays. Consequently, the presence of this clause will create problems with other bargaining units throughout the City in future negotiations. Finally, the City claimed that

its overall financial offer was generous enough to make the police personnel whole for the loss of the eight hours premium pay if the holiday is changed to a personal day.

The Union stressed that in the past its membership had made a tradeoff to get the birthday holiday. The Union believes that all contracts have clauses that reflect the unique preferences of each local's membership. The Union argued that the City's demand does not give proper weight to the implicit tradeoffs that led to the birthday holiday provision. The Union argues that the birthday holiday is important to its members and it was paid for in the past by some concession(s). In the same vein, the Union argued that the City had not proven that there was any need for the proposed change, which would clearly work to the membership's detriment. The Union sees the City's demand as "cherry picking" and it believes that this is unfair. Factually, the Union does not believe that the City proved that there is any reason for its demand.

The Fact Finder heard these arguments and agreed with the City's position that its financial offer covered the loss of premium pay. Therefore, the fact finder recommended acceptance of the City's position. The Conciliator agrees with the fact finder. In this case the City's financial offer, coupled with the internal parity considerations raised by the City, and the evidence presented at the hearing which supports a conclusion that twelve holidays is the standard in northeast Ohio convinces the Conciliator that the City's position is reasonable and should be adopted.

Award: The birthday holiday shall become a personal day.

Note: There is a practical problem with this issue. This report is being issued on October 5th, i.e., three quarters of the year has passed. If the provision goes into effect today, then one of two things will occur. First, some members of the department will be paid for an

extra holiday this year and others will not earn holiday pay. This is unfair. Second, the City can force the personnel who have already been paid for the holiday to repay the City for eight hours of time. This also seems harsh given the fact that the employees are simply abiding by the terms of the contract that existed up to this point. The conciliator urges the parties to discuss this issue and come to a reasonable resolution to the problem.

Issue: Article XIII Overtime and Court Time

Union Position: The Union desires to maintain the status quo.

City Position: The City wishes to add language to the contract that specifies an employee will not be paid minimum call-in time if the court time abuts a regularly scheduled shift.

Discussion: The City's position on this article is reasonable on its face. Many contracts contain this provision, and the Fact Finder agreed with the City on this issue. The Union argued that this is simply another attempt by the City to negate, for no real reason, a clause that was negotiated into the contract at some time in the past. The Union believes that its membership paid for this provision at the time it was inserted into the contract. The Union sees this as simply another attempt by the City to alter the contract to the membership's detriment.

The Conciliator believes that the City's position is reasonable from a theoretical standpoint. However, in this instance the City did not present any evidence that the clause was causing any real practical problems. There was limited testimony on this issue, and there was no evidence that the current provision was creating either fiscal or operational problems for the City. Obviously, the clause increases the City's payroll; however, there was little testimony about the size of the effect. Absent some evidence on

the impact that the current language has on the City, the Conciliator is reluctant to accept the City's position on this issue.

It must be stressed that the Conciliator would agree with the City about this language in many situations. In this particular instance, absent firm evidence of any real problems the clause is causing the department, and considering all the other relevant testimony, the Conciliator is not recommending this change at the present time. However, if the City can prove that the clause is causing problems, future negotiations are the place for the City to attempt to modify the language.

Award: The language in Article XIII shall be maintained in the current contract.

Issue: Article X Alcohol and Drug Testing

Union Position: The Union desires to maintain the status quo, that is, there must be probable cause that department personnel are abusing alcohol and/or drugs before any testing is required.

City Position: The City wants to add language to article X that permits random drug testing.

Discussion: The Union presented evidence that random drug testing had never been included in the drug and alcohol provision of the police contract. In addition, no party to the hearing could remember a single instance of an officer being tested for probable cause. Therefore, the Union believes there is no reason for random drug testing language. To reinforce this argument, the Union presented data from other departments that showed random testing is not the norm in the area. Finally, the Union raised both privacy issues and concerns about personal embarassment to the officers as reasons for its rejection of

the City's position. To sum up the arguments, the Union does not believe that the City proved random testing is necessary.

The City testified that random drug testing, with appropriate safeguards for both privacy and accuracy, has been added to other city contracts. The City stressed that the firefighters have agreed to this language. The City believes that all public safety forces should have similar contract provisions on this issue. The City further noted that Federal and State law enforcement personnel as well as corrections officers throughout Ohio are subject to random testing, The City believes that these examples prove that random testing is becoming the norm for law enforcement personnel.

The City also testified that vehicle operators who need a CDL are subject to testing for public safety's sake. The City believes that a if a truck driver must be tested because of safety concerns; then police officers who have a much greater impact on public safety, officers who carry guns and are involved in high speed chases, should also be subject to random testing.

The City's final argument is that drugs are everywhere in modern American society, even North Ridgeville. The City contends that the public would have more confidence in, and respect for, the police if the citizenry is sure that the police are never under the influence of drugs or alcohol.

The parties have previously agreed on drug testing language, and for a number of years there has been a drug-testing article in the contract. The question is not testing, but random testing. Undoubtedly random testing can cause problems. However in this particular case, the proposed language is unobjectionable. In addition, the citizens of North Ridgeville do have the right to a drug and alcohol free police department. The

City's contentions about high-speed chases, etc., are overdrawn but germane. Police officers who are under the influence of drugs or alcohol have the potential to cause serious harm to any number of innocent individuals.

The Union's arguments about privacy and potential embarrassment are real concerns. However, the testimony on this issue gave no indication that the City would use the test in an unprofessional or unethical manner. Given the facts: 1) the parties already have a drug testing article in the contract, 2) other North Ridgeville contracts contain random testing language, 3) safeguards for privacy are built into the proposed language, and 4) there are potential benefits to the citizens of North Ridgeville, the Conciliator agrees with the fact finder's recommendation to include random drug testing language into the contract.

If, in fact, the City abuses the testing procedure in any way, then the Union always has recourse to the grievance procedure. In addition, future negotiations are available to modify the existing provision if unforeseen problems arise.

Award: Language allowing for random drug testing shall be entered into the contract.

Note: The parties did not submit specific language on this issue to the Conciliator. The City did submit the language in the firefighter's contract as an exhibit during the hearing; the Conciliator finds that language unobjectionable.

Issue: Article XLII Promotions

Union Position: The Union desires to maintain the status quo whereby promotions are determined by the ranking on a written test; that is, the person who has the top score on the test is promoted. This is essentially a "one of one" promotion procedure.

City Position: The City wants to add promotion language to the contract to change the promotion procedure. The City wants to mandate an outside, professional evaluation of the candidate in addition to test score as the selection criteria. The City also proposes to have the candidate picked from among top three candidates, i.e., "one of three" as opposed to the current "one of one" system.

Discussion: Promotions and procedures surrounding promotions are extremely important issues to unions and their membership. The memories of favoritism, nepotism, and other "isms" are still vibrant. Civil Service legislation was passed in large measure to insure that all employees would be treated equally with regard to wages, promotional opportunities, etc. North Ridgeville currently follows Civil Service procedures in terms of both promotions and layoffs. In addition, after a protracted discussion the parties agreed to continue to use civil service law to govern layoffs. Therefore, the Union's position is why change the current civil service promotion system, which seems to work well.

The City argues that there are myriad instances of the wrong person earning a promotion because he/she was a "good test taker." The City contends that a person who tests well may lack the other skills necessary to be a good supervisor. For example, the test may not be able to determine if a person has the necessary interpersonal skills needed to effectively communicate with subordinates. There are also instances where the top scorer on the test simply lacks common sense. The City believes that the current "one of one" system is outdated. Moreover, the City pointed out that many jurisdictions both nationally and statewide are going to multiple evaluation measures, not simply a test

score, to determine a candidate's fitness for promotion. It is also true that many jurisdictions are increasing the pool to "one of three" or in some cases "one of ten."

The Conciliator understands the Union's concerns. However this is a win-win situation. The interest of both parties in any promotional process is to insure that the best person is the candidate who is promoted. This is especially true in a paramilitary organization. The City's position on this issue is an advance over the current system.

The City is proposing a written test followed by an independent external fitness evaluation. The top three candidates based on a composite score from the test and the evaluation would form the promotional pool. In addition, the language submitted by the City would allow for an oral interview with all of the candidates. The successful candidate would be the one adjudged the most competent based on these multiple criteria.

The Union's concerns are valid. However, current thinking on promotions is reflected in the City's position. Civil Service originally was enacted to protect the employee from arbitrary and capricious behavior by the employer. Over time, however, problems emerged with using tests as the sole criteria for advancement. This led to an evolution in thinking about promotions. Tests are still an integral part of the selection procedure, but other procedures have been added to measure personality, people skills, and common sense, i.e., traits often grouped under the heading "fitness to command." The objective is to make sure the best candidate gets the promotion.

The real answer to the Union's concern about favoritism is not a promotional straightjacket, but rather transparency. That is, all relevant information about the candidates and the selection criteria are known to the candidates themselves and the Union. If the pertinent information, with due regard for privacy where warranted, is

available to all interested parties, then there is little chance that favoritism can occur. If there are problems with the process, then the grievance procedure is available to address any concerns.

It should also be noted that the City pointed out that the top scorer on the test more often than not is the candidate who earns the promotion. The proposed system does not ignore the test results, it augments them. Consequently, the Conciliator agrees with the Fact Finder and believes that a modified promotion procedure should become part of the agreement between the parties.

Award: The following language shall be added to the contract.

Article XXXVII: Promotions

42.01 Promotional vacancies shall be filled by a written competitive exam that comprises not less than fifty (50%) percent of the composite score with the Employer having the right to utilize an assessment center and interview process for the remaining portion of the composite score. The Employer shall have the ability to select any one (1) of three (3) candidates with the highest composite score to fill the vacancy.

Issue: Articles XXVIII and XXIX: Humane Officer and Police Mechanic

Union Position: The Union demands the status quo. That is, the Union wants the language current contained in Articles XXVIII and XXIX to remain in the contract.

City Position: The City wishes to delete Articles XXVIII and XXIX from the contract.

Discussion: Note: Before the issues can be discussed on their merits, a brief discussion of the Union's objection to the City's position on these matters must be given. The Union claims that the City is actually trying to change the bargaining unit by its demand to delete these articles from the contract. During the hearing the Union presented documentation outlining the procedures that parties went through to have SERB amend the original units and add a humane officer and police mechanic to the bargaining unit.

The Union strongly believes that SERB is the only body that can amend the unit. The City takes the position that the unit is defined in Article III: Recognition and deleting the language in Articles XXVIII and XXIX does not change the structure of the bargaining unit.

A Recognition Clause is the standard way parties to a contract define who speaks for whom. If the Recognition Clause enumerates an employee, then that employee is covered by the contract. Therefore, the Conciliator does not believe that the City's position affects the definition of the bargaining unit contained in the Recognition Clause, and a discussion of the City's demand is acceptable.

The discussion will start with the police mechanic position. The City wants to transfer the current police mechanic to the service department. The incumbent mechanic will be given the choice of accepting the transfer or being laid off. The City's position is based on the fact that the police mechanic is often unsupervised. According to the language in the current contract, the mechanic is a full time, non-sworn employee of the police department who is responsible for maintaining the vehicles used by department personnel. The Chief or his designee supervises the position. The testimony on this issue at the hearing and the discussions held during the mediation showed that the mechanic is usually unsupervised. The chief is busy running the department and often does not have the time or the specific mechanical knowledge necessary to supervise the mechanic. In addition, there was also testimony that there are times when the mechanic has little or no work.

The City believes that this situation should be changed. The City testified that all mechanics should be members of the service department. The City argued that there is

enough work to keep its mechanics busy, and to have one mechanic sitting idle when there is a backlog of work in other areas is unacceptable. In addition, the City believes that good industrial practice necessitates clear lines of communication and supervision. The City believes that current system is not working.

The City believes that there should be a quid pro quo for the mechanic if he moves to the service department. The City testified that a mechanic's position in the service department is a better paid position than the police mechanic position. Therefore, if the mechanic moves, he will receive a raise.

The Union did not dispute much of this testimony. However, the Union did point out that keeping the police vehicles is operating condition is an important and full time job. The Union does admit that supervision of the mechanic is somewhat lax, although the Union believes that this is a management problem. However, the Union's main argument is that deleting Article XXIX will change the bargaining unit and neither negotiations or the Conciliator has the power to change the unit.

It is also important to note that both parties agree that the City does not have to fill the police mechanic position if it becomes vacant. Rather the Union argues that if there is a person in the position, he/she must be covered by the contract. The City agrees that it does not have to fill the mechanic's position. However, the City believes that if a mechanic from the service department works on police vehicles rather than a member of the police department, it will be faced with a series of grievances and arbitrations. Therefore, the City wants to delete Article XXIX from the contract.

The Conciliator agrees with the parties that the City does not have to fill the police mechanic position. In addition, the testimony is convincing that the position is not

adequately supervised. Parenthetically, do the parties really want the police chief to spend his time supervising a mechanic, as opposed to performing the other duties of his office? Moreover, the discussion strongly suggests that the mechanic is somewhat underemployed because there are times when he has little or no work.

The existence of Article XXIX strongly implies that if there is someone working on police vehicles it should be a police mechanic. The City's position that this language would lead to grievances and arbitrations is a realistic concern.

Assuming that all of the above is true, the Conciliator would still be hesitant to accept the City's position, even though it is reasonable, if the mechanic's position in the service department did not pay more. The City is trying to utilize its work force in a reasonable manner. In North Ridgeville, mechanics work in the service department. To have a lone mechanic in another department makes little sense. The City is not trying to harm the police mechanic in any way; rather the goal is to find a way to better utilize the mechanic's skills. In order to recompense the mechanic for moving to another department, the City is willing to pay a higher wage. In this instance, the City's position is reasonable. From any organizational standpoint, the proposed consolidation of all mechanic's positions under one department is superior to the current structure. In this instance the Conciliator agrees with the Fact Finder's recommendation.

Award: This Article shall be null and void and without force and effect upon the existing position becoming vacant, abolished, or the existing employee being transferred to the Service Department.

Note: a better solution would be deleting Article XXIX from the contract when the mechanic's position becomes vacant.

The discussion and recommendation on the humane officer position is materially different from the foregoing. The City wishes to delete Article XXVIII and rename the position e.g., "dogcatcher" when the current humane officer retires. Therefore, the City's posture is very similar to its position on the mechanic. The City believes that it will be the target of a grievance if it does not fill the position with a sworn police officer. In addition, the City believes that it is paying too much for the services of the humane officer. The City argued that it could place the renamed position in the service department and pay less for the same services.

The Union objects to the City's position on philosophical (see the Note preceding discussion of these demands) and practical grounds. The Union argued during the mediation session that the humane officer is probably the busiest person in the department. There are always calls that need to be answered. The humane officer performs a vital and useful service. That the City concurs in this belief is borne our by the fact that the City does not intend to totally abolish the position, but rather it desires rename the position and house it in a different department.

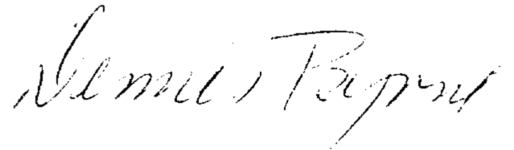
The City's position that it can fill the job at less expense is reasonable. Cities are always trying to find ways to become more efficient. In this instance it is not compelling. There are many positions in every organization that pay more that the lowest wage necessary to simply fill the position. The wage paid to the humane officer must be weighed against the duties actually performed. The testimony shows that the humane officer is usually busy. In addition, from an industrial relations viewpoint, humane officers often are housed with public safety forces and the lines of communication are

well established. Finally, the current system puts another trained police officer on the street where he/she can react to emergencies if required.

The City's position is understandable. However, for a Conciliator to recommend the deletion of an existing clause from a contract over the objection of one of the parties, the rationale for the proposed change must be overwhelming. In the situation of the mechanic, good industrial practice demands the proposed change, and the City is offering a quid pro quo, more money, for its suggested change. In the case of the humane officer, the City's rationale for the proposed change is a desire to pay the "dog catcher" a lower wage. While that line of reasoning is understandable from the City's point of view, the desire to save an unspecified amount of money by renaming the position and moving it to another department is not compelling enough to change the current practice.

If the humane officer position causes friction between the parties, then future negotiations are the place to hammer out the differences. The current contract will expire in two years. If the City wishes to revisit this issue, then it has the opportunity to so.

Award: Current Language for Article XXVIII.



LIST OF EXHIBITS

Joint Exhibits:

1. The Fact Finder's Report
2. A copy of the existing contract dated December 6, 1995

Union Exhibits:

1. The Union's position statement dated September 7, 1999
2. Alcohol and Drug Testing Language from previous contracts
3. List of comparables (area departments) showing alcohol and drug testing provisions.
4. Court Time and Overtime provisions from previous contracts.
5. List of comparables showing number of holidays/personal days for police departments
6. Holiday provisions from previous contracts
7. Letter requesting amended certification to add the police mechanic to the bargaining unit dated November 11, 1992.
8. SERB approval of the amended certification request dated October 23, 1992.
9. Petition for amendment of certification dated November 12, 1992.
10. Recognition clause from previous contracts.
11. Language of ORC 4117-06 and a case argued before a hearing officer relating to unit certification.
12. Language of ORC 124 relating to promotions.
13. Document titled "Rule V: Examinations"

City Exhibits:

1. "Attachment A" a list of the outstanding issues.
2. Employer Proposal: "An Agreement between the City of North Ridgeville, Ohio and the Fraternal Order of Police Lodge No. 25 North Ridgeville Division."
3. An Agreement between the City of North Ridgeville, Ohio and AFSCME Local 3442
4. An Agreement between the City of North Ridgeville, Ohio and International Association of Fire Fighters Local #2129, AFL-CIO
5. Language on Article VIII, "Substance Testing and Assistance."
6. 1998 Average Earnings for North Ridgeville police personnel.
7. North Ridgeville Police Conciliation Exhibit "Premium Pay for Working Birthday Comparable."